Participating Addendum Number PO-10700-00056653
for
DEBRIS REMOVAL and MONITORING SERVICES
between
State of Oregon
and
Eisman & Russo, Inc.

This Participating Addendum("Addendum" or "PA") is entered into by the State of Oregon acting by and through the Department of Administrative Services, State Procurement Services ("DAS" or "Participating Entity") on behalf of State Agencies and ORCPP members ("Purchasing Entities") and the following Contractor for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-EV00000453 , executed by Contractor and the State of Oklahoma (Lead State) on August 15, 2025 for Debris Removal and Monitoring Services:

Eisman & Russo, Inc. ("Contractor")
6455 Powers Avenue
Jacksonville, FL 32217

R E C I T A L S:

1. The public health and safety of all citizens may be at serious risk without adequate debris management services and the need for immediate economic recovery of the State is a major concern and a primary priority, especially in the event the State of Oregon suffers the full force and effects of major storms, emergencies, in need project specific assistance, or during a declared emergencies and the resulting destruction brought about by such storms or disasters; and

2. It is in the public interest to provide for the expedient removal of debris within the States jurisdictional limits as well as for recovery technical assistance to its officials resulting from a future disaster event or any other cause; and

3. The State of Oregon desires to engage the Contractor to provide Disaster and Debris Management Services and Monitoring Services to Purchasing Entities, and Contractor desires to accept such engagement, upon and subject to the terms and conditions of this PA; and

4. Contractor has the highest industry experience, equipment, manpower, permits and licenses to perform all storm related debris services and monitoring services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, DAS and Contractor hereby agree as follows:

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Ashley Bebout
Director of Emergency Operations
E: abebout@eismanrusso.com
Phone: (904) 386-3882

Participating Entity's contact for this Participating Addendum is
Kaliska King, CPPB, OPBC
Procurement Analyst
E: kaliska.king@das.oregon.gov
P: 503-798-1907

II. TERM.

This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE.

This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW.

The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE.

Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. Services.

Contractor may offer **DEBRIS MONITORING** services only to Purchasing Entities, for the following categories and states of coverage:

Categories:
Category I - Vegetative Debris
Category II - Construction and Demolition Debris
Category III – Hazardous Waste
Category IV - Household Hazardous Waste
Category V - Electronic Waste
Category VI - White Goods

Category VII - Soil, Mud and Sand
Category VIII - Vehicles & Vessels
Category IX - Putrescent Debris
Category X – Infectious Waste
Category XI – Chemical, Biological, Radiological, and Nuclear Contaminated
Category XII – Value Add

b. Contractor Partners.

All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

c. Amendments.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

d. Order of Precedence. Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS OR WORK ORDER CONTRACTS.

Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order or Work Order Contract. Each Order or Work Order Contract placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

Contractor has extensive experience in providing disaster and other management and recovery services and was awarded a Master Agreement under the NASPO Value Point cooperative solicitation and is willing to provide the Services to the State of Oregon in accordance with the terms and conditions of the Master Agreement and DAS wishes to enter into this PA with Contractor.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

Contractor will submit volume sales reports to Participating Entity and will pay an administrative fee of two percent (2%) as set forth in: https://www.oregon.gov/das/Procurement/Documents/VSRandVCAFInstructions.docx

VIII. FEDERAL FUNDING REQUIREMENTS.

Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. ATTACHMENTS.

This Participating Addendum includes the following attachments:

a. This Participating Addendum, less its exhibits
b. This Participating Addendum, less its exhibits
c. Exhibit No. 1, Participating Entity Modifications and Additions to Master Agreement
d. Exhibit No. 2, Description of Services
e. Exhibit No. 3, Insurance Requirements
f. Exhibit No. 4, Contractor Data and
g. Exhibit No. 5, Form Work Order Contract

X. NOTICE.

Any notice required herein shall be sent to the following:

For Contractor:

John Pappas
Title: Vice President / Chief Operating Officer
E: jpappas@eismanrusso.com
P: 904-733-1478

For Participating Entity:

Kaliska King, CPPB, OPBC
Procurement Analyst
E: Kaliska.king@das.oregon.gov
P: 503-798-1907

XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.

Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XII. SIGNATURE

The undersigned for each party represents and warrants that this Participating Addendum is a valid and legal agreement binding on it and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the party to the terms of this Participating Addendum.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:
Eisman & Russo, Inc

Signature

Printed Name

John Pappas
Title

Vice President /Chief Operating Officer
Date
8/5/26

PARTICIPATING ENTITY: State of Oregon Acting by and through the Department of Administrative Services

Signature

John Anglemier
Printed Name

State Procurement Manager
Title

08/10/2026
Date

Approved by: OREGON DEPARTMENT OF JUSTICE:

Karen Johnson via email
Signature
Karen Johnson
Printed Name
Sr. Assistant Attorney General
Title

March 31, 2026
Date

Matter Number: 107090, GF 1067-24

EXHIBIT NO. 1

Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements

1. Incorporation of Master Agreement.

Participating Entity and Purchasing Entities are intended beneficiaries of the Master Agreement and are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Addendum, subject to the State-Specific Constitutional, Statutory and other requirements set forth herein.

2. Definitions.

Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. The following terms have the meanings set forth below:

"ORCPP" is the State of Oregon's Cooperative Purchasing Program. ORCPP members are authorized to use DAS statewide agreements. ORCPP members include: State Agencies not subject to DAS purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

"State Agency" or "State Agencies" means boards, commissions, departments, or agencies of the State of Oregon, whose costs are paid, in whole or in part from funds held in the State Treasury.

"Exempt Hazardous Waste" means those hazardous solid wastes that are not regulated under Resource Conservation and Recovery Act ("RCRA") due to generator type (e.g., Household and Very Small Quantity Generators).

"**Final Waste Management"** means management of waste collected through energy recovery, recycling/reuse treatment and disposal, destructive incineration, or hazardous waste disposal and, solid waste disposal. Storage and interim treatment does not meet the definition of final waste management under Attachment A, Sample Master Services Agreement.

"Generator" means any entity, by virtue of ownership, management, or control that is responsible for causing or allowing to be caused the creation of hazardous waste.

"**Hazardous Waste**" means a hazardous waste as defined in 40 CFR 261.3, OAR 340-101-0033 and 340-102-0011.

"**Hazardous Waste Disposal Facility or Landfill"** means a landfill or disposal facility which is permitted to accept hazardous waste for disposal.

"**High Hazard Waste**" means any peroxide-forming, shock-sensitive, or explosive substance that can deflagrate or detonate during transportation.

"**Household Hazardous Waste"** means any discarded, useless, or unwanted chemical, material, substance, or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households which may include, but is not limited to cleaners, solvents, pesticides, automotive and paint products.

"**Household Hazardous Waste or HHW"** means any discarded, useless, or unwanted chemical, material, substance, or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households which may include, but is not limited to cleaners, solvents, pesticides, automotive and paint products.

"RCRA" means "Resource Conservation and Recovery Act" and for the purposes of this RFP means Oregon's implementation of RCRA as an Authorized State as incorporated into Oregon Administrative Rules. "Regulated" hazardous waste means waste that is regulated under the Resource Conservation and Recovery Act, or RCRA, specifically Subtitle C and D. The RCRA regulations are contained in Title 40 of the Code of Federal Regulations (CFR) parts 239 through 282.

"Re-refining" means a process that removes all impurities from motor oil and returns the oil to quality-meeting specifications for motor vehicle use.

"**Reuse"** means the return of a commodity into the economic stream for use in the same kind of application as before without processing or change in its identity.

"**Solid Waste Disposal Facility or Landfill"** means a facility or landfill that is permitted to dispose of solid waste, not including hazardous waste.

"Treatment" means any method, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any hazardous waste so as to render it non-hazardous or less hazardous; safer to transport, store or dispose of; or able to be recovered, stored, or reduced in volume.

"**Treatment, Storage and Disposal Facility (TSD)"** means all contiguous land and structures, other appurtenances and improvement on the land used for treatment, storing, or disposing of hazardous waste.

"**Universal Waste**" means hazardous waste that is subject to a specific set of streamlined management standards for the purpose of encouraging the collection for proper recycling or disposal of the waste. Universal waste types are listed in 40 CFR 273.1 and OAR 340-113-0010 and in Oregon presently includes batteries, mercury-containing thermostats, certain pesticide wastes (pesticide wastes collected during a ban or recall activity or by a pesticide collection program), aerosol cans and waste lamps.

"**Very Small Quantity Generator**" (VSQG) has the meaning found in 40 CFR 260.10 and incorporated by reference at OAR 340-100-0002.

3. Orders or Work Order Contracts.

3.1 Products and Services. From time to time, Purchasing Entities may request and Contractor shall provide the Products and perform the Services described in the Master Agreement and as more specifically described in Exhibit No. 2 and in the Work Order Contract between the parties.

3.2 Contractor Selection. DAS has awarded multiple Participating Addenda under this solicitation. If a Purchasing Entity wishes to acquire Services that are offered by more than one awarded contractor, subject to any requirements in its own procurement rules, the Purchasing Entity should send a request for quote to all contractors holding a Participating Addendum under this solicitation that can provide the Services. Each request will (i) identify the Products and Services Purchasing Entity seeks to purchase; (ii) the time period for responses; (iii) the evaluation criteria the Purchasing Entity will use to select a contractor; and (iv) any other matters particular to the Purchasing Entity's current needs. The Purchasing Entity will conduct a best value analysis and award a Work Order Contract or Purchase Order to the contractor best meeting the Purchasing Entity's needs. Upon agreement, the Purchasing Entity and Contractor may issue a Work Order Contract in a form substantially similar to the one attached as Exhibit No. 5, a Purchase Order or other agreed upon ordering instrument.

3.3 Eligible Purchasing Entities. All state agencies under DAS procurement authority and all state agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities that are members of the Oregon Cooperative Purchasing Program (ORCPP), are eligible to acquire Products and Services under this Addendum.

3.4 DAS Purchasing Threshold. Purchasing Entities that are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Purchasing Entities that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

3.5 Verification of Purchasing Entities. Contractor must verify that it provides Products and Services under this Addendum only to eligible Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at
http://www.oregon.gov/das/Procurement/Pages/ORCPPmember.aspx

3.6 Effect of Orders or Work Order Contracts. The State is only liable for purchases under Orders or Work Order Contracts issued by State of Oregon agencies. Other Purchasing Entities are responsible for any purchases under Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Purchasing Entities or any other entity.

4. Third Party Agreements.

To the extent any Products or Services are subject to the provisions of a third-party license agreement, subscription agreement, maintenance and support agreement or any other third-party agreement, Contractor must provide Purchasing Entity with a copy of any such third-party agreement. Purchasing Entity shall have thirty (30) calendar days to review the agreement.

Purchasing Entity may accept the terms of the agreement, reject the terms, or attempt to negotiate the terms with the third-party provider. In the event Purchasing Entity rejects the terms or is unable to come to agreement with the third-party provider, Purchaser Entity may revoke the Order and will be entitled to a full refund of all amounts paid and will not be subject to any early termination fees.

5. Payment Provisions; Expenses.

All payments are subject to ORS293.462. Purchasing Entity will not be obligated to pay any travel expenses unless expressly agreed upon in an Order. Any obligation to pay travel expenses, including transportation, lodging, or meals, is subject to the rates and limitations set under Oregon law. Contracts with the State of Oregon are subject to the rates and limitations of the Statewide Travel Policy, currently found online at: http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf.

The use of this PA does not guarantee FEMA reimbursement.

6. Funds available and authorized/non-appropriation.

The State of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Order issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Order from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or Order is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Order issued under this Addendum.

7. Warranties.

Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum. The warranties set forth the Master Agreement are in addition to, and not in lieu of, any other warranties provided by law. All warranties are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

8. Dispute Resolution.

Any dispute between the parties under this Addendum that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.

9. Control of Defense and Settlement.

Contractor's obligation to indemnify Purchasing Entity as set forth in the Master Agreement is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware. Contractor must have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor must defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor must Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

10. Limitation of Liability; Exclusions.
The Participating Entity's or a State Agency Purchasing Entity's indemnification obligations to Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

11. Insurance.
Within ten (10) calendar days of the Effective Date, Contractor must deliver to DAS a certificate evidencing the insurance coverage set forth on Exhibit No. 3. No Orders may be placed or accepted until proof is provided that these requirements have been met. Purchasing Entities may request additional insurance coverage, as necessary.

12. Jurisdiction and Venue.
Any claim, action, suit or proceeding (collectively, "Claims") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF AN ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or federal law, or the consent to jurisdiction in state or federal Court.

Any Claims between Contractor and an Purchasing Entity other than the State of Oregon or State agency that arise from or are related to individual Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District ofOregon.

13. Remedies.

If any Products or Services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Purchasing Entity is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing Products or services, or replace or modify the Products or Services so that they become non-infringing; provided that the replacement or modified Product or Service meets the specifications set forth in the applicable Order to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will return the allegedly infringing Products or terminate the allegedly infringing Services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing Products or Services.

14. Term and Termination of Participating Addendum.

14.1 This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with itsterms.

14.2 Termination. In addition to its termination rights under the Master Agreement, DAS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior written notice to Contractor.

14.3 Effect of Termination of the Participating Addendum. Termination of this Addendum does not automatically terminate individual Orders in effect prior to the date of termination of this Addendum. Orders issued prior to the date of termination of this Addendum may continue pursuant to their terms, for the length of their terms, provided, however, that no amendments or other modifications may be made to the Order(s) after termination of this Addendum. No new Orders may be issued after the termination of this Addendum.

15. Termination of Individual Orders.

In addition to its termination rights under the Master Agreement, Purchasing Entity may, at its sole discretion, terminate individual Orders, in whole or in part, upon 30 calendar days written notice to Contractor, or Purchasing Entity and Contractor may agree to terminate an Order at any time by written consent.

16. Governing Law.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Orders, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

17. Compliance with Law.

17.1 General. In addition to the compliance of law provisions of the Master Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances, including the federal terms set forth in the Master Agreement, applicable to Contractor or to the Products or Services ordered under this Addendum or any Order, as may be modified or adopted from time to time. Further, a Purchasing Entity's performance under an Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

17.2 Pay Equity. Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS or Purchasing Entity to terminate this Addendum or an Order for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

17.3 False Claims. Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Addendum or the Orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

17.4 Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Order.

17.5 Undisclosed Debt; Tax Compliance and Certification. By executing this Addendum, the undersigned certifies under penalty of perjury that, to the best of the individual's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions, and Contractor complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state, and Contractor shall, for the term of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) Any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, to Lessor's property, operations, receipts, or income, or to Lessor's performance of or compensation for any work performed by Lessor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, or to Products, services, or property, whether tangible or intangible, provided by Lessor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. .

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes and debt due to the State of Oregon or a political subdivision, including (i) garnishing Lessor's compensation under this Lease, or (ii) exercising a right of setoff against Lessor's compensation relating to this Lease for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

18. Security and Data Privacy Laws.

In addition to the confidentiality provisions set forth in the Master Agreement, Contractor and all Contractor employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and Purchasing Entity policies, governing use and disclosure of a Purchasing Entity's data and access to its networks and information assets, including as those laws, regulations, and policies may be updated from time to time. Contractor shall affirmatively identify and shall comply with all requirements related to Purchasing Entity data, activities, or systems. Applicable laws, regulations, and policies include but are not limited to:

1. The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628.
2. Those specified in an Order.
3. Otherwise provided to Contractor

19. Application of Public Records Law.

Participating Entity or Purchasing Entity's obligations of confidentiality, if any, are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 to 192.710, and of ORS 646.461 to 646.475.

20. Recycled Products.

To the maximum extent economically feasible in the performance of this Addendum or any Order, Contractor will use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii).

21. Foreign Contractor.

If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Addendum or any Order. A Purchasing Entity may withhold final payment under an Order until Contractor has provided the Oregon Department of Revenue with the required information.

22. Independent Contractor.

Contractor certifies that the information set forth in Exhibit No. 4 is correct and that it is an independent contractor and at all times shall act as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

23. Access to Records.

Contractor will maintain all fiscal records relating to Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Orders in such a manner as to clearly document Contractor's performance thereunder. The Purchasing Entity, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

Exhibit No. 2
Description of Products and Services

A. Disaster Debris Monitoring Services

Contractor shall provide debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

i. Coordinating daily briefings, work progress, staffing, and other key items with Entities Participating project Lead/ Coordinator.
ii. Selection and permitting of Temporary Debris Storage and Reduction (TDSR) locations and any other permitting/regulatory issues as necessary.
iii. Scheduling work for all contractor staff on a daily basis.
iv. Hiring, scheduling, and managing field staff. Monitoring and managing recovery contractor's operations and making/implementing recommendations to improve efficiency and speed of work.
v. Assist the Participating Entities point of contact with updates around the project and Statement of Work, responding to public concerns and comments, if requested.
vi. Work with the Participating Entity to do a comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to the Participating Entity submits for payment processing.
vii. Tracking and entering load tickets into a database application with GPS coordinates per FEMA requirements.
viii. Digitization of source documentation (such as load tickets).
ix. Developing frequent operational reports to keep Participating Entities, Project manager or designee informed of work progress.
x. Development of maps, GIS applications, etc. as necessary.
xi. Documenting all debris such as leaners, hangers and stumps before and during removal.

B. Financial, Payroll, and Grant Management

i. Contractor shall ensure disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.
ii. Assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency and ensure there are no duplications of submission if varying agencies are involved.
iii. Assist with FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting and assist in the review of Participating Entity personnel policies to ensure compliance for eligible cost reimbursement.
iv. Assist with FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services and provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

v. Perform periodic review and reconciliation of actual project spending to ensure project costs are accurately captured.
vi. Ensure documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

C. Information Technology and Data Management

i. Ensure the collection of data and document information as necessary to optimize compliance with FEMA, State, or other agencies; such as a load ticket or load ticket System. A debris removal load ticket is a critical document used to track and verify the removal of debris. It can be done manually; however, ticket systems are preferred as these tickets are essential for accounting purposes and are often required when applying for FEMA funds.
    1. Load tickets are issued at the loading site and filled out at both the loading and unloading sites.
    2. They document the weights and volumes of debris collected by contractor vehicles.
    3. They serve as accounting forms and are crucial for verifying the amount of debris removed, which is necessary for contractor payments and reimbursement applications.

ii. No additional cost may be associated with data management plans or tracking software.
iii. Contractor represents that it does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument as defined by 52.204-26 Covered Telecommunications Equipment or Services-Representation.

D. Insurance and Other Funding Support

Ensure and understand Participating Entity Insurance coverage requirements for disaster recovery and restoration processes. Comply with laws, regulations and guidelines as required by FEMA, state or other agencies.

E. Hazard Mitigation Support

i. Assist the Participating Entity in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.
ii. Assist the Participating Entity in preparing relevant documentation and analysis related to hazard mitigation grant programs.
iii. Work with the Participating Entities hazard mitigation programs to comply with laws, regulations, and guidelines as required by FEMA, State, or other agencies.

F. Emergency Management Support Services

i. Provide expertise related to post-disaster recovery.

Exhibit No. 3
Insurance Requirements

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 2 prior to performing under this Addendum. Contractor shall maintain such insurance in full force and at its own expense throughout the duration of this Addendum, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, DAS requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

INSURANCE COVERAGES

Workers Compensation and Employers Liability

All employers, including Contractor, that employ subject workers who work under this Addendum in the State of Oregon shall comply with ORS 656.017 and provide the required Workers´ Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its sub-contractors complies with these requirements.

Commercial General Liability

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Addendum, commercial general liability insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the state. This insurance shall include personal and advertising injury liability, products and completed operations and contractual liability coverage for the indemnity provided under this Addendum. Coverage shall be written on an occurrence basis in an amount not be less than $ 1,000,000 per occurrence. Annual aggregate limit shall not be less than $ 2,000,000.

Automobile Liability

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Addendum, automobile liability insurance covering contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability).

Professional Liability

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Addendum, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Addendum by the Contractor and Contractor's subcontractors, agents, officers and employees in an amount of not less than $1,000,000 per occurrence, incident or claim. Annual aggregate limit shall not be less than $2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and a Purchasing Entity's acceptance of all Services required under this Addendum, or, (ii) DAS or Contractor termination of Addendum, or, iii) The expiration of all warranty periods provided under this Addendum.

Pollution Liability

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Addendum is required. Combined single limit per occurrence shall not be less than $1,000,000. Annual aggregate limit shall not be less than $ 2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor' liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Addendum is also acceptable.

EXCESS/UMBRELLA INSURANCE

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Contractor must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Contractor's goods to be delivered and Services to be performed under this Addendum. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, DAS requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's goods to be delivered and Services to be performed under this Addendum. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the DAS or State of Oregon by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DAS has received a Waiver of Subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of:

(i) Contractor 's completion and Purchasing Entity acceptance of all goods and Services required under this Addendum, or

(ii) DAS' or Contractor's termination of this Addendum, or

(iii) The expiration of all warranty periods provided under this Addendum.

CERTIFICATE(S) AND PROOF OF INSURANCE

Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Addendum. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Addendum. If excess/umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, DAS has the right to request certificates and copies of endorsements relating to the insurance requirements under this Exhibit

NOTICE OF CHANGE OR CANCELLATION

Contractor or its insurer shall provide at least 30 calendar days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Contractor agrees to periodic review of insurance requirements by DAS under this Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS.

STATE ACCEPTANCE

All insurance providers are subject to DAS acceptance. If requested by DAS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to DAS's representatives responsible for verification of the insurance coverages required under this Exhibit.

Exhibit No. 4
Contractor Data
Independent Contractor Certification

Contractor certifies he/she meets the following standards:

1. I am registered under ORS chapter 701 to provide labor or services for which such registration is required.

2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.

3. I will furnish the tools or equipment necessary for the contracted labor or services.

4. I have the authority to hire and fire employees who perform the labor or services.

5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. (**Please check four or more of the following**):

__x__ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.

__x__ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.

__x__ C. Telephone listing used for the business is separate from the personal residence listing.

__x__ D. Labor or services are performed only pursuant to written contracts.

__x__ E. Labor or services are performed for two or more different persons within a period of one year.

__x__ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature: John Pappas Date: 8/5/26

Exhibit No. 5

Form Work Order Contract #_______________ (including Statement of Work)

Master Agreement #OK-MA-EV00000453
Participating Addendum # PO-10700-00056653

Disaster Declaration number: __________________________
Project Name: ________________________

This Work Order Contract (WOC) # __________ is between ____________ ("Purchasing Entity (" Purchasing Entity") and Eisman & Russo, Inc. ("Contractor") ("WOC"). This WOC is subject to and hereby incorporates by this reference all of the terms of Master Agreement and the Oregon Participating Addendum for Debris Removal and Monitoring Services ("Addendum" or "PA") between the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods & Services, State Procurement Services ("DAS") and Contractor, effective (Date). Purchasing Entity and Contractor will be referred to in this WOC as the Party or Parties.

WOC Effective Date:

This WOC is effective upon the date signed by all Parties and all applicable approvals have been received ("WOC Effective Date"). No Services must be performed until this WOC is fully executed and the Notice-to-Proceed has been issued to Contractor by Purchasing Entity.

Termination Date: ________________. The termination date of the WOC may extend past the expiration date of the PA, but no new services may be added.

Maximum Not-To-Exceed Compensation.

Notwithstanding any other provision of this WOC to the contrary, the Maximum Not-to-Exceed Compensation that Purchasing Entity will pay to Contractor for Service performed under the WOC is $_____.

Purchasing Entity Authorized Representative or Designated Contact:

Name:
Attn:
Title:
Address:

Contact Telephone Number:
E-Mail Address:

Other Purchasing Entity Key Persons:

Contractor's Authorized Representative (if different from Contract) or Other Key Persons:

Name:

Attn:
Title:
Address:

Contact Telephone Number:
E-Mail Address:

This WOC is comprised of this document and the following Exhibits attached hereto and by this reference made a part hereof:

WOC Exhibit 1: Statement of Work ("SOW").

Certification: Any individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on Contract DASPS-2431-15 is Contractor's correct taxpayer identification number; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620and (d) Contractor is an independent contractor as defined in ORS 670.600.

In the event that Contractor is a general partnership or joint venture, any individual(s) signing on behalf of the partnership or joint venture hereby acknowledges, certifies and swears under penalty of perjury that Contractor's signature on this WOC constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

CONTRACTOR: Eisman & Russo, Inc.

By: ______________________________

Title: ______________________________

Date: ______________________

Purchasing Entity

By: ______________________________

Title: ______________________________

Date: ______________________

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030 by:
By: ______________________________
Assistant Attorney General
Date: ______________________________

WOC Exhibit 1
Statement of Work

Part I. General Information and Overview

(Insert an overview of the Purchasing Entity and Contractor to be provided under the WOC.)

Assumptions

(For Example: Do you need to ask for insurance coverage above and beyond, what is in the PA? Add that to the WOC if needed.

Provide a list of all tasks and timelines, location of services, type of terrain, type of event that triggered services need .

Provide a list of all items that could cause Contractor work stoppage or delay.)

Part II. Tasks and Deliverables

A. Tasks and Deliverables

Insert a Description of Services, to include:

Specific Tasks and Deliverables
Acceptance criteria/plan(s)
Delivery requirements/schedule

<Purchasing Entity will select the applicable Tasks for the desired outcome>

Option 1:

Deliverable 1:

Deliverable 2:

Deliverable 3:

Deliverable Schedule:

insert a schedule for delivery of services, including milestone delivery dates for each deliverable (if applicable)

B. Responsibly of Purchasing Entity

(a) Purchasing Entity's obligations set forth in this WOC must be performed by Purchasing Entity in a timely and proper fashion in accordance with the Installation Schedule, or as otherwise agreed upon between the Parties, to allow Contractor to timely perform its obligations under this WOC.

Part III. Special Considerations.

Include all special considerations, (i.e., do you need to increase or add insurance coverages for this WOC only such as: [Insert if applicable]

Part IV. Payment Provisions.