

1 Notice to Proceed

Contractor shall not commence fabrication of the docks until the Port issues a written Notice to Proceed. Violation of this provision shall be deemed a material breach of the Agreement.

2 Required Oregon Public Contracting Provisions

- 2.1 As required by ORS 279B.220, Contractor shall:
 - 2.1.1 Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - 2.1.2 Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the contract.
 - 2.1.3 Not permit any lien or claim to be filed or prosecuted against the Port of Astoria, Oregon State Marine Board, the state, or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - 2.1.4 Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- 2.2 As required by ORS 279B.230, Contractor shall:
 - 2.2.1 Promptly make, as due, payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - 2.2.2 Unless exempt under ORS 656.126, comply with ORS 656.017 relating to the provision of Worker's Compensation coverage.
- 1.3 As required by ORS 279B.045, Contractor warrants and covenants that:
 - 1.3.1 Contractor has complied with the tax laws of Oregon and its political subdivisions, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
 - 1.3.2 The contractor will continue to comply with the tax laws Oregon and its political subdivisions during the term of the contract. Contractor's failure to comply with such laws before executing the public contract or during the term of the public contract is a default for which the Port may terminate the contract and seek damages and other relief available under the contract or under applicable law.

1.4 Indemnification

Contractor shall indemnify, defend, save and hold harmless the state of Oregon and the Port of Astoria and their officers, employees and agents (“Indemnitees”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort [as defined in ORS 30.260(8)] caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor (“Claims”). It is the specific intention of the Parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

3 Buy America Requirements

As required by section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58; <https://www.govinfo.gov/content/pkg/PLAW-117publ58/pdf/PLAW-117publ58.pdf>), Contractor shall ensure that:

- 3.1 All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States
- 3.2 All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
- 3.3 All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- 3.4 This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
- 3.5 For more information, visit the Department of the Interior Buy America web page <http://www.doi.gov/grants/BuyAmerica> and the Office of Management and Budget Made in America web page <https://www.whitehouse.gov/omb/management/made-in-america/>

4 Contracting with Small Businesses

Contractor shall comply with 2 CFR § 200.321, regarding contracting requirements for small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

For purposes of compliance with this section, Contractor shall be deemed the “recipient” in 2 CFR § 200.321.

5 Procurement of Recovered Materials

Contractor shall comply with 2 CFR § 200.323, regarding the procurement of items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.

For purposes of compliance with this section, Contractor shall be deemed the “recipient” in 2 CFR § 200.323.

6 Bonding Requirements

6.1 Contractor shall comply with 2 CFR § 200.326 by providing the following bonds:

6.1.1 Bid Bond in the amount of 5% of the bid price,

6.1.2 Performance Bond in the amount of 100% of the contract price, and

6.1.3 Payment Bond in the amount of 100% of the contract price.

6.2 A Notice to Proceed shall not be issued until Owner receives satisfactory documentation of the Performance and Payment Bonds.

7 Insurance

Contractor shall (i) obtain insurance specified under Exhibit E of this Agreement, (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by 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 Owner. Contractor shall not be authorized to begin work under the Agreement until the insurance is in full force. Compliance with this provision throughout the entire period of performance of the Agreement shall be a material obligation of the Agreement and failure to comply will be deemed a material breach of the Agreement by Contractor.

For purposes of Contractor’s compliance with Exhibit E, Contractor shall be deemed the “Recipient” and Owner shall be deemed the “Agency.”

8 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Contractor shall comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no

laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

9 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Contractor shall file the required certification under 31 U.S.C. § 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

10 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387).

11 Prohibition on certain telecommunications and video surveillance equipment or services

Contractor shall comply with 2 CFR § 200.216, regarding prohibitions on purchasing “covered” (see section 889 of Public Law 115-232) telecommunications equipment or services.

12 Anti-Discrimination

Contractor must comply with all federal statutes relating to non-discrimination, including but not limited to:

- 12.1 Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin;
- 12.2 Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender;
- 12.3 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps;
- 12.4 Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age;
- 12.5 Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse;
- 12.6 Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism;
- 12.7 Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records;

- 12.8 Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing.

13 Termination of Contract

13.1 Termination for Cause

13.1.1 Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:

13.1.1.1 If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;

13.1.1.2 If Contractor should make a general assignment for the benefit of Contractor's creditors;

13.1.1.3 If a receiver should be appointed on account of Contractor's insolvency;

13.1.1.4 If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

13.1.1.5 If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or

13.1.1.6 If Contractor is otherwise in material breach of any part of the Contract.

13.1.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity.

13.2 Termination for Convenience

13.2.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

13.2.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. Compensation for Work terminated by the Owner under this provision will be determined under Section 14 below. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

13.3 Action Upon Termination

13.3.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and

termination settlement proposals arising from the termination of subcontracts and orders.

- 13.3.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

14 Payment Adjustment on Termination for Convenience

14.1 Notice; Wind-Down

Upon Owner's termination for convenience of this Agreement, Contractor will immediately cease the terminated work, protect and preserve work-in-progress and materials, cancel to the extent practicable outstanding subcontracts and purchase orders related to the terminated scope, and take reasonable steps to mitigate costs.

14.2 Owner's Payment Obligation

Subject to the exclusions and conditions below, Owner will pay Contractor an equitable adjustment consisting of: (i) the contract price for conforming Goods or Services completed and accepted by Owner before the effective date of termination; (ii) the reasonable, allocable, and documented costs (without duplication) of work-in-progress and materials uniquely acquired for the terminated portion that cannot be used in Contractor's other business or returned to suppliers for credit; (iii) reasonable, allocable, and documented costs of non-cancellable subcontracts attributable to the terminated portion; and (iv) a reasonable profit on items in (ii) actually completed to a commercially usable stage as of the termination effective date, excluding profit on unperformed work.

14.3 Title and Disposition

As a condition to payment under Section 14.2(ii)-(iii), title to and, at Owner's option, possession of all work-in-progress, completed subassemblies, special tooling, dies, fixtures, test equipment, and uniquely identified materials paid for by Owner will pass to Owner upon payment. Contractor will segregate, label, insure, and promptly deliver such items to Owner or its designee as directed, with reasonable packing and transportation costs reimbursable by Owner.

14.4 Exclusions

The equitable adjustment will not include: (i) lost or anticipated profits on unperformed work; (ii) consequential, incidental, or punitive damages; (iii) costs avoidable through reasonable mitigation, resale, or return; (iv) costs incurred after the effective date of termination other than reasonable wind-down costs; (v) costs or liabilities arising from Contractor's breach, nonconformity, or failure to comply with law; or (vi) any amounts previously paid or otherwise reimbursed.

14.5 Documentation; Audit

Within thirty (30) days after the termination effective date (or such longer period agreed in writing), Contractor will submit a final termination settlement proposal with supporting documentation reasonably sufficient to verify the claimed amounts, including supplier invoices, receiving records, time sheets, and inventory listings. Owner may audit and verify such claims on reasonable notice and during normal business hours. Amounts not supported by reasonable documentation may be rejected.

14.6 Payment Timing; Setoff

Owner will pay undisputed amounts within thirty (30) days after acceptance of Contractor's settlement proposal or after resolution of any audit, as applicable. Owner may set off any amounts owed by Contractor to Owner.

14.7 Relationship to Other Remedies

This Section provides Contractor's sole and exclusive monetary remedy for a termination for convenience; it does not limit either party's rights and remedies for termination for cause, nonconforming Goods or Services, intellectual property rights, confidentiality, or infringement indemnities.

14.8 Survival

Obligations regarding transfer of title and delivery of paid-for items, record retention, audit rights, confidentiality, IP, and dispute resolution survive a termination for convenience.

14.9 No Waiver

Owner's payment of any equitable adjustment does not constitute acceptance of any nonconforming Goods or Services or a waiver of any rights with respect to such nonconformity.

14.10 Definitions

"Reasonable, allocable, and documented costs" include direct materials, direct labor, and a fair allocation of actual, verifiable indirect costs consistently applied under Contractor's standard accounting practices, but exclude markups on pass-through items and any cost not customarily charged to similar work.

15 Remedies for Failure to Complete Fabrication

15.1 Event of Default

Contractor will be in default if it (i) fails to timely commence, diligently prosecute, or complete fabrication of the Goods in accordance with the Specifications, delivery schedule, and other requirements of this Agreement, or (ii) anticipatorily repudiates or otherwise indicates it will not complete fabrication as required.

15.2 Notice and Cure

Owner will provide written notice describing the default. If the default is curable, Contractor will have ten (10) days from receipt of notice to cure. If completion is not

reasonably achievable within that period, Contractor must begin cure within the period, provide a written recovery plan acceptable to Owner within five (5) days, and complete cure within thirty (30) days after the original notice. No cure period applies to repudiation, repeated missed milestones, or where delay would materially harm Owner's project schedule.

15.3 Cover; Procurement from Alternatives

If Contractor fails to cure within the applicable period, or if no cure period applies, Owner may procure substitute goods, components, or services from alternate sources (including by self-performance). Contractor will reimburse Owner for the reasonable, documented cover costs, including price differentials, expediting, requalification, retooling, and reasonable third-party fees.

15.4 Step-In Rights; Use of Materials and Tooling

Upon default, Owner may, at its option, (i) enter Contractor's premises during normal business hours to inspect work-in-progress and inventory related to the Goods, (ii) take possession of, or require delivery of, work-in-progress, completed subassemblies, raw materials, and Owner-Furnished Property, and (iii) engage itself or a third party to complete fabrication using such items. Contractor grants Owner a nonexclusive, royalty-free license, to the extent necessary to complete the Goods, under any Contractor Background Intellectual Property ("IP") embodied in the work-in-progress; such license is limited to completion and support of the Goods for Owner's use.

15.5 Title and Risk of Loss

Title to Owner-Furnished Property and Owner-funded materials passes to Owner upon identification to the contract. Upon Owner's payment for work-in-progress or materials under Section 15.6 below, title to those items will pass to Owner, and Contractor will segregate, mark, insure, and safeguard them, with risk of loss remaining with Contractor until delivery to Owner or Owner's designee.

15.6 Payment Adjustments

If Owner exercises rights under this Section, amounts owed to Contractor will be equitably adjusted: (i) Owner will pay for conforming Goods and accepted work-in-progress at the contract rates (net of any advance payments), and (ii) Owner may offset all amounts due by any cover costs, delay damages, and other amounts recoverable under this Agreement or applicable law.

15.7 Schedule Liquidated Damages

If timely completion is essential and actual damages are difficult to measure, Contractor will pay liquidated damages ("LD") of 0.5% of the total Order price per full week of delay beyond the contractual delivery date, capped at 10%. Liquidated damages are Owner's sole monetary remedy for pure schedule delay not constituting abandonment or repudiation; all other remedies remain available for nonconforming

or incomplete Goods, or for delays causing specific, documented losses exceeding the LD cap where such losses are recoverable under other provisions.

15.8 Specific Performance and Injunctive Relief

The parties acknowledge that loss of schedule and unique specifications may render monetary damages inadequate. Owner may seek specific performance, injunctive relief, or possession of work-in-progress.

15.9 Warranties and Acceptance Unaffected

Exercising remedies under this Section does not constitute acceptance of nonconforming Goods, waive any warranty or other contractual remedy, or preclude Owner from rejecting or revoking acceptance as permitted under this Agreement or applicable law (including UCC §§ 2-601, 2-608, 2-712, and 2-716).

15.10 Termination for Cause

In addition to the foregoing, Owner may terminate the affected Order, in whole or in part, for cause upon Contractor's uncured default, without liability except as provided in Section 15.6 above. Upon termination, Contractor will promptly return Owner-Furnished Property and deliver all paid-for work-in-progress and materials.

15.11 Survival; Records

Contractor will maintain complete fabrication and inspection records for at least three (3) years and provide copies upon request. Obligations concerning IP rights, confidentiality, recordkeeping, indemnity, and payment/offset survive any termination or completion under this Section.

EXHIBIT E**Insurance Requirements for First Tier Contractors under this Agreement**

Recipient shall obtain at Recipient's expense the insurance specified in this Exhibit prior to performing under this Grant Agreement. Recipient shall maintain such insurance in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient 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 Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention, and self-insurance, if any.

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

1. Workers' Compensation & Employers' Liability

Required by Agency of Contractors with one or more workers, as defined by ORS 656.027

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident.

If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable workers' compensation laws including Employers' Liability Insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Recipient shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

2. Commercial General Liability Required by Agency Not required by Agency

Recipient shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

3. Automobile Liability Required by Agency Not required by Agency

Recipient shall provide Automobile Liability Insurance covering Recipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 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). Use of personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

1. 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 Excess or Umbrella 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 Excess or Umbrella or 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 Recipient'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.

2. ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

3. 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 Grant Agreement must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Grantee/Recipient's activities to be performed under this Grant Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Recipient's activities to be performed under this Grant Agreement. The Additional Insured endorsement with respect to liability arising out of Grantee/Recipient'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.

4. WAIVER OF SUBROGATION:

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

5. 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 Recipient 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 the Grant Agreement, for a minimum of 24 months following the later of:

- (i) Recipient's completion and Agency's acceptance of all Services required under the Grant Agreement, or
- (ii) Agency or Recipient termination of this Grant Agreement, or
- (iii) The expiration of all warranty periods provided under this Grant Agreement.

6. CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Grant Agreement. 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 Grant Agreement. 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, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Exhibit.

7. NOTICE OF CHANGE OR CANCELLATION:

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

8. INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by Agency under this Grant Agreement and to provide updated requirements as mutually agreed upon by Recipient and Agency.

9. STATE ACCEPTANCE:

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