

CONSTRUCTION AGREEMENT

By and Between

CITY OF BELL

and

BELFOR PROPERTY RESTORATION

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN THE CITY OF BELL AND
BELFOR PROPERTY RESTORATION**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 9 day of Dec., 2014 by and between the City of Bell, a general law city (“City”) and BELFOR USA GROUP INC., a Colorado corporation d/b/a BELFOR PROPERTY RESTORATION (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”).

RECITALS

A. On or about November 3, 2014, the City suffered a fire at the City’s Community Center (“Community Center”) causing extensive property damage.

B. Due to the property damage the office space areas are exposed to smoke, soot and debris causing a health and safety risk to City staff.

C. Currently, the Community Center is not safe for use, City services have been disrupted, and several scheduled events have been or are at risk of being canceled.

D. Pursuant to the Section 3.12.080 subsection (C) of the City’s Municipal Code, City may make emergency purchases of materials, supplies, equipment and services when there exists a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services.

E. City determined that the current state of the Community Center constitutes an emergency situation pursuant to Section 3.12.080 subsection (C) and authorized the initial restoration work on the site.

F. On November 12, 2014, the City Council unanimously ratified the prior emergency restoration work and authorized the City to continue further under an emergency basis so that the City can conduct an expedited informal bid process to complete the restoration work on the Community Center.

G. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

H. It is the understanding of the Parties that the property damage caused by the fire is covered under the City’s property and/or boiler and machinery insurance policies and payment for the services under this Agreement shall be paid solely from the insurance proceeds from the Insurer.

I. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work in Contractor's bid proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contractor's bid proposal and/or this Agreement, the terms of this Agreement shall govern. The Contractor's bid proposal shall be escrowed with a neutral third party mutually agreed upon by the parties.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.6 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence.

Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates, that Contractor and all subcontractors be registered with and pay the registration fee to the Department of Industrial Relations ("DIR"), Contractor shall be subject to compliance monitoring and enforcement by the DIR, and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy

of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the

work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred Five Thousand Dollars (\$205,000)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and

only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.10. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Mark Chenelia
(Name)

Project Manager
(Title)

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 10/13) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor’s services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL

THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER
NAMED HEREIN.

[to be initialed]

MC
Agent's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and labors bonds required under this Section 5.4 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor

promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

5.6 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.7 Release of Securities.

City shall release the Performance and Labor Bonds, or equivalent securities, when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the Work has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies, certified copies of accurate payroll records in

compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing the public access to the books and records if a public request for such records is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This

timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision

herein, Contractor must file a claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ (\$ _____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or

proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any

person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, 6330 Pine Avenue, City of Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this

Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a charter City

Will

Doug Willmore, City Manager

ATTEST:

Angela Bustamante

Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire

David J. Aleshire, City Attorney

CONTRACTOR:

Belfor Property Restoration

By: *[Signature]*

Name: *Mark Chen*

Title: *PM*

By: _____

Name:

Title:

Address: *2920 E. White Star Avenue*
Andover, CA 92806

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

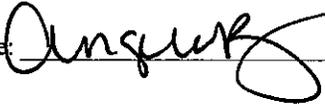
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On December 9, 2014 before me, Angela Bustamante, Notary, personally appeared Mark A. Onenelia, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2014 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> OTHER _____	_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"

SCOPE OF WORK

- I. Contractor will perform services set forth in Exhibit A-1 attached hereto.**
- II. Contractors shall have on file a minimum of one (1) set of Construction Drawings upon which Contractor shall record all variations between the work as built and as originally shown on the Construction Drawings or other Contracts Documents ("Record Drawings"). Record Drawings must be kept at the work site and be accessible at all times during the construction periods and shall be delivered to the City Engineer within thirty (30) days after completion of the work.**
- III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City appraised of the status of performance by delivering the following status reports:**
 - A. On a week basis.**
 - B.**
 - C.**
- IV. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition.**
- VI. Contractor will utilize the following personnel to accomplish the work:**
 - A.**
 - B.**
 - C.**

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

1. Section 2.1, "Contract Sum", is hereby amended to add the following paragraph:

"All amounts paid to Contractor under this Agreement shall be from the City's insurance proceeds paid by the Insurer."

2. Section 2.4, "Invoices", second paragraph, third sentence is amended to read as follows:

"City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice that are approved in writing by the Insurer."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform the services at the rates set forth in Exhibit C-1 attached.**
- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work are approved per Section 1.10.**
- IV. The City will compensate Contractor for the services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the services shall not Contract Sum as provided in Section 2.1 of this Agreement.**
- VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all work timely in accordance with the schedule to be developed by the Contractor and subject to the approval of the Contract Officer and the City Attorney and no later than January 31st, 2015.**

- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

Bell Community Center-BelFor Phase 2 timeline

- A.) Utility Room demolition: December 11, 2014-December 18, 2014
- B.) Electrical/Plumbing: December 10, 2014- December 24, 2014
- C.) Mechanical/HVAC: December 15, 2014-January 16, 2015
- D) Drywall & Painting (Kitchen and Utility Room): January 22, 2015
- E.) Flooring: January 23, 2015-January 27, 2015
- F.) Final cleaning and any punch list items to be completed: January 28, 2015-January 31, 2015.

Full use of the facilities: February 1st, 2015

EXHIBIT A-1



City of Bell Community Center Utility Room, Electrical, Flooring & HVAC Phase II

Utility Room

- (●) Demo Drywall
- (●) Clean and seal wall framing
- (●) Reframe ceiling
- (●) Clean air space above utility room
- (●) Seal air space above utility room
- (●) Clean block wall
- (●) Clean floor
- (●) Paint epoxy finish floor
- (●) Replace double 2 hour fire rated doors
- (●) Provide and install new hardware for doors
- (●) Encapsulate block wall
- (●) Provide and install new insulation
- (●) Provide and install new drywall
- (●) Paint all walls and ceilings
- (●) Paint doors and jamb
- (●) Provide and install 100 gal. gas water heater
- (●) Relocate water heater per required clearance from electrical panels

Electrical

- (●) Remove all existing damaged electrical equipment
- (●) Provide and install (1) 125A panel board 120/208v 3 phase complete with breakers
- (●) Provide and install (1) 225A panel board 120/208v 3 phase complete with breakers
- (●) Provide and install new lighting control to replace existing ASCO lighting relays
- (●) Run new branch circuit wiring from damaged subpanel location to nearest j-box for each circuit. existing branch circuit wiring is damaged from fire
- (●) Install new cu #1 feeders for new 125a panel board
- (●) Install new cu 3/0 feeders for new 225a panel board

- ☛ Install (3) new cfl can lights located outside electrical room
- ☛ Re-wire and install lighting, switches and power in electrical room damaged by fire back to switch with new circuit.

Note

- ☛ Once electrical system is energized additional damage to ballasts or dimmer panels outside the utility room may need replaced. If new items are discovered and not included in this scope BELFOR will submit a supplement to insurance carrier to replace these damaged items.

HVAC – Replacement System #1 Fire Damaged

- ☛ Install 1 new Lennox 10 Ton 208/230 volt three phase gas/electric package unit to be crane lifted to the roof and mounted on a new factory curb adapter. Attached to the existing electric, gas piping and condensation drain line as possible. The new unit will be equipped with a factory economizer to match the existing installation.

HVAC – New Supply and Return Ducting

- ☛ Install 1 new supply plenum and 1 new return plenum, install 100 feet of custom fabricated metal ducting in the same existing location. Install 7 flex tails to make final connection to the grills. All of the connections will be taped, sealed and strapped to meet current energy and building code requirements for this climate zone.

Duct Cleaning System #2 Smoke Damaged

- ☛ Disassemble and clean the existing blower, casing, and return cavity
- ☛ Clean, coat and re insulate air handler and vertical duct work
- ☛ Clean and coat supply and return trunk line duct work
- ☛ Clean kitchen air handler ductwork and diffusers
- ☛ Clean office air handlers ductwork and diffusers

Main Area & Stage Vinyl Flooring

- ☛ Remove existing vinyl floor plank system
- ☛ Scape and remove vinyl floor adhesive
- ☛ Prep concrete slab with floor leveling compound (existing uneven floor surface showing deflection in the finished floor product)
- ☛ Provide and install vinyl plank flooring product (specifications color and pattern of existing floor provided by The City of Bell)
- ☛ Remove and re-install all door thresholds per existing layout
- ☛ Install new 6" vinyl cove base per existing layout (Color to be specified by The City of Bell)
- ☛ Patterns or directional change in existing layout will increase costs due to additional labor and material waste not in this proposal
- ☛ Clean residual glue at joints if needed
- ☛ Polish floor to flooring manufacturers specifications if required (some products are low or no maintenance and come pre polished)

T-bar Installation for HVAC Replacement

- ☛ Remove drywall at Utility room soffit from overhang up to 4' high

- (*) Replace 210 square feet of T-bar ceiling grid to facilitate installation of the custom fabricated hard duct for HVAC replacement.
- (*) Replace 210 square feet of the 2' x 2' ceiling tiles to match new installation at main area
- (*) Replace drywall as needed on soffit above utility room doors
- (*) Repaint soffit after drywall replacement as needed

Miscellaneous items

- (*) Replace 1 Bose surround speaker for audio system above utility room door
- (*) Replace and install fabric sound baffle boards (26) at clearstory walls above soffit on 2 sides of the main area
- (*) Drywall removal and installation at kitchen ceiling to facilitate the install of the HVAC trunk line to the entry area locations.
- (*) Paint kitchen ceiling
- (*) Remove & replace carpet in the office and storage room
- (*) Clean seal & paint storage closet
- (*) Remove clean and reset (2) exterior light fixtures
- (*) Power wash exterior driveway (reclaim water)
- (*) Roof penetration repair after relocation of water heater vent
- (*) Clean and seal inside soffit area framing and back of drywall after HVAC duct is removed
- (*) Commercial supervision
- (*) Fire watch security 12 hours per day for 12 days

Alternate Pricing

- (*) Remove glue down carpet and replace with epoxy paint flooring to match electrical room - **No additional charge**
- (*) HVAC - 10 ton Carrier Puron gas/electric unit - **\$2,750.00**
- (*) Reception Area - Remove & replace approx. 60 2'x2' square ceiling tiles in reception area and replace with ceiling tiles to match main area - **\$150.00**

Exclusion

- (*) Permits and fees (submitted cost incurred plus mark up)
- (*) Weekends, holidays and overtime
- (*) Additional damage discovered not outlined in this scope
- (*) Upgrade or design changes to the flooring, HVAC system

Date: 11/14/14

Job Name: BELL COMMUNITY CENTER

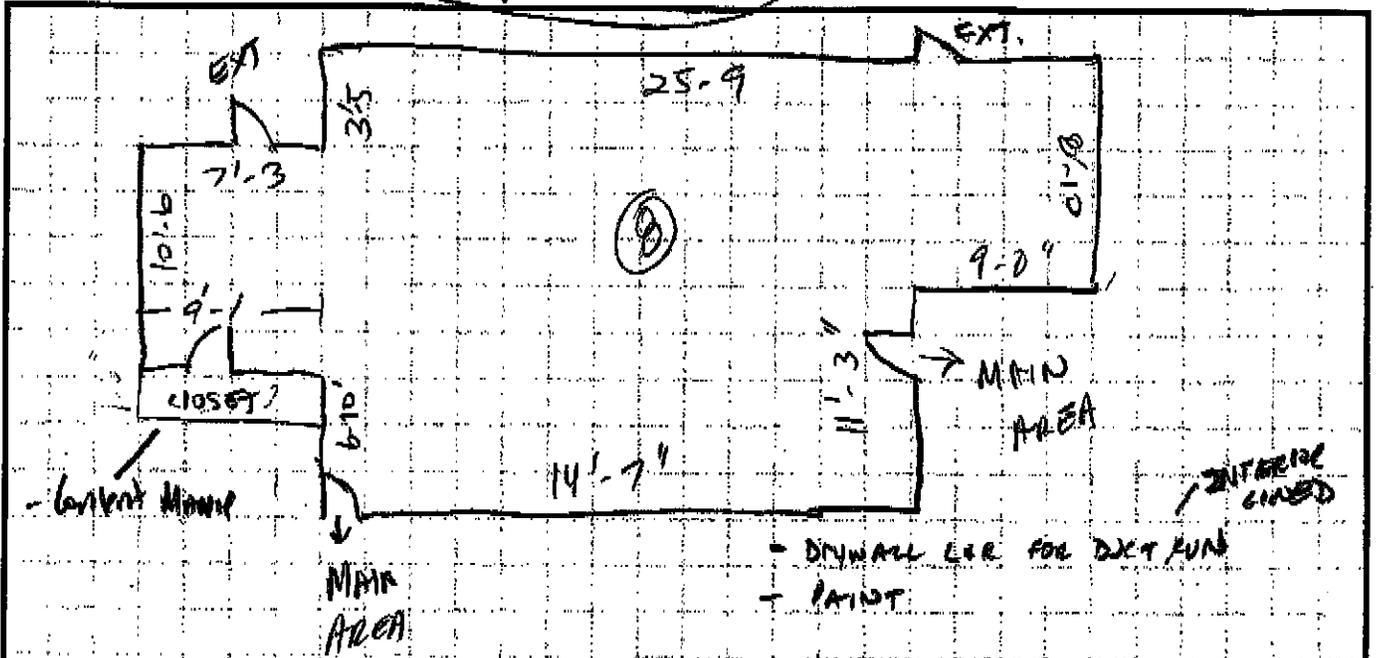
Consultant: TOM / SET

Page 2 of



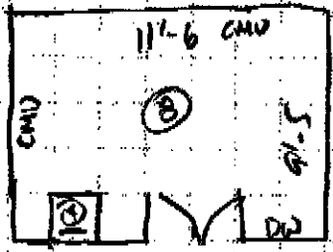
YOUNG & Associates

KITCHEN



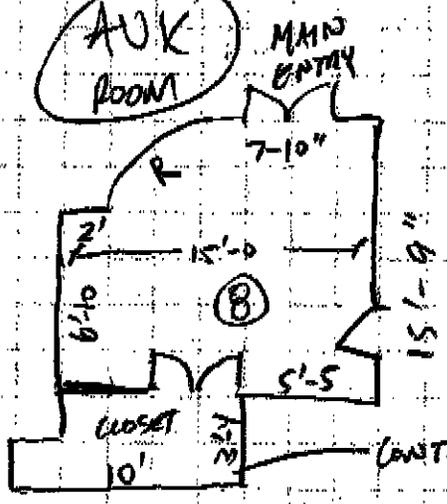
- DRYWALL LER FOR DUCT RUNS
- PAINT

FIDE/ELEC ROOM



- 2 4' FLOURENT
- 1 S.D.
- 6' BASE
- 1 Double Face Door
- LOCKSET
- CLOSET
- SMOKE SSDL
- DRYWALL LID
- 3x6 @ 16' FRAMING WOOD
- ROOF WATER & LADDER CURAN

AOK ROOM



- R/R CARPET & BASE - ROOM & CLOSET

RECEPTION AREA

- Alternate Price
- L&R 2x2 TEGUL TO MATCH MAIN AREA - 57 TILES

EXHIBIT C-1

Rate and Materials Schedule

Effective Date: March 2014

California Prevailing Wage Price List

BELFOR (®)
PROPERTY RESTORATION
CA License #810553

§ I.

Service Line Labor Rates and Considerations

Rate Code	Job Title	Prevailing Wage Rate
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Project Management Classifications:

AA	Administrative Assistant	\$ 65.00
PA	Project Auditor	\$ 96.00
APM	Assistant Project Manager	\$ 107.00
HSO	Health & Safety Officer	\$ 100.00
PM	Project Manager	\$ 100.00
PE	Project Estimator	\$ 109.00
SPM	Senior Project Manager	\$ 124.00
PC	Project Coordinator	\$ 151.00

¹ These classifications are used throughout other service lines.

General Classifications:

GL	General Labor*	\$ 72.41
LF	Labor Foreman	\$ 90.00

* Per Agreed negotiation with McLarens

¹ These classifications are used throughout other service lines.

Restoration Services (General):

RT	Restoration Technician	\$ 114.00
RS	Restoration Supervisor	\$ 116.00

Reconstruction Services:

DP	Drywall Installer/Finisher/Painter*	\$ 93.68
TF	Trade Foreman	\$ 113.00
CR	Carpenter (General Framer/Finish/Trim/Cabinet/Mechanic)*	\$ 97.68
CF	Carpenter Foreman	\$ 104.00

* Per Agreed negotiation with McLarens

Technical Services (Baird/Clifford, Documental/Media, Electronics, HVAC, Machinery, Mold):

TN	Technician	\$ 118.00
TS	Technical Specialist	\$ 122.00
TL	Team Leader	\$ 135.00
TSE	Technical Support Engineer	\$ 116.00

(Chemistry, Electronic, Machinery, Quality Control)

Semiconductor Services:

DM	Documentation Manager	\$ 77.00
DPA	Decon Project Auditor	\$ 89.00
DC	Decon Technician	\$ 100.00
DPM	Decon Project Manager	\$ 145.00
DE	Decon Engineer	\$ 164.50

Environmental Services:

HT	Hazmat/Asbestos Technician	\$ 89.00
HLT	Hazmat/Asbestos Lead Technician	\$ 98.00
HEO	Hazmat/Asbestos Equipment Operator	\$ 114.00
HS	Hazmat/Asbestos Supervisor	\$ 122.00

§ I.II

Labor Calculation Policy:

The guidelines for labor invoicing will be as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday will be at 1.5 times the regular hourly rate. All hours worked on Sunday and all Holidays (see §I.III Item 3 for recognized holidays) will be charged at 2 times the regular hourly rate.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 4:00 p.m.-7:00 a.m.), 1.5 times the scheduled rate will be charged.

§ I. Service Line Labor Rates and Considerations

§ I.II Labor Considerations

- 1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.
- 2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the standard hourly rate (no overtime) will be charged.
- 3). National holidays recognized by BELFOR are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- 4). The scheduled Labor Rates will be charged for all BELFOR personnel, labor crews, and subcontractors fulfilling any Labor Classifications.
- 5). Per AIG VMO agreement on 3/6/2014, subcontracted Labor cost will be marked-up cost plus 35%.

§ II. Scheduled Equipment Rental (see § I.II Itemized Scheduled Equipment Rental)

- 1). The listed prices shall be applied to all equipment that are utilized in the performance of the work.
- 2). During the course of performance of the work BELFOR may add additional equipment to the schedule.
- 3). The freight charge for all Scheduled Equipment utilized during area-wide catastrophes will be one additional day of rental.

§ III. Scheduled Consumables (see § I.II Itemized Scheduled Consumables)

- 1). Any scheduled consumables purchased locally where the price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).
- 2). BELFOR reserves the right to change the rates of consumables affected by market conditions.
- 3). During the course of performance of the work, BELFOR may add additional consumables to the schedule.
- 4). The freight charge for all Scheduled Consumables utilized during area-wide catastrophes will be one percent (1%) of the scheduled rate.

§ IV. Vendors, Unscheduled Materials and Unscheduled Equipment

Contractor's 10% overhead and 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors who are not fulfilling a scheduled Labor Classification.

§ V. Reimbursables

- 1). Contractor's 10% overhead will be added to the total of all reimbursables.
- 2). Per diem rates are \$30 per person per day and will be charged for all BELFOR personnel and all subcontracted personnel engaged by BELFOR
Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.
- 3). BELFOR shall be reimbursed for travel expenses (airfare, hotels, rental cars) for personnel at documented costs plus markup (see Item 1).

§ VI. Document Drying and Recovery Services

Freeze drying charges will range from \$40 to \$75 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

Other recovery service charges will be determined per job, based on the following relevant factors:

- * Nature of Damage
- * Degree of soot / char
- * Mold contamination
- * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Rate and Materials Schedule for Invoicing

Effective Date: August 2009

California



§ 11.1

ITEMIZED SCHEDULED EQUIPMENT

Equipment Description	Unit	Rate
GENERAL		
Accounting Package (laptop, printer)	Ea / Day	\$ 69.00
Air compressor, gas/electric	Ea / Day	\$ 97.00
Air compressor, tow behind	Ea / Day	\$ 118.50
Air movers/carpet blowers	Ea / Day	\$ 30.00
Barricade fencing, 100 feet	100 ft / wk	\$ 37.00
Blasting Unit, Agri/Soda	Ea / Day	\$ 648.00
Bobcat, Small	Ea / Day	\$ 385.00
Buffer, Floor	Ea / Day	\$ 37.00
Camera, IR	Ea / Day	\$ 225.00
Cart, Tilt/Demolition	Ea / Day	\$ 40.00
Containment System (zipper door)	Ea / Day	\$ 24.50
Dehumidification, Dehumidifier - 100 to 140 AHAM Pints	Ea / Day	\$ 187.50
Dehumidification, Dehumidifier - 500/600 cfm	Ea / Day	\$ 405.00
Dehumidification, Dehumidifier - 2000/2250 cfm	Ea / Day	\$ 842.50
Dehumidification, Dehumidifier - 3500 cfm	Ea / Day	\$ 1,004.00
Dehumidification, Dehumidifier - 4500-5000 cfm	Ea / Day	\$ 1,360.50
Dehumidification, Dehumidifier - 6000/10000 cfm	Ea / Day	\$ 2,138.50
Dehumidification, Dehumidifier - 18000 cfm	Ea / Day	\$ 3,669.00
Dehumidification, Dehumidifier - 1 Ton Spot Cooler	Ea / Day	\$ 181.50
Dehumidification, Dehumidifier - DX Unit - 20 / 30 ton	Ea / Day	\$ 1,295.50
Dehumidification, Dehumidifier - DX Unit - 60 Ton	Ea / Day	\$ 2,041.50
Dehumidification, Dehumidifier - Chiller 100 to 400 Ton	Ton / Day	\$ 26.00
Dehumidification, Dehumidifier, gas fired - 2000/2250 cfm	Ea / Day	\$ 972.50
Dehumidification, Dehumidifier, gas fired - 4500/5000 cfm	Ea / Day	\$ 1,820.00
Dehumidification, Dehumidifier, gas fired - 9000/10000 cfm	Ea / Day	\$ 2,589.50
Dehumidification, Heater - 20 KW	Ea / Day	\$ 160.00
Dehumidification, Heater - 60 KW	Ea / Day	\$ 356.50
Dehumidification, Heater - 100 KW	Ea / Day	\$ 486.00
Dehumidification, Heater - 150 KW	Ea / Day	\$ 583.00
Dehumidification, Heater - 200 KW	Ea / Day	\$ 939.50
Dehumidification, Heater - 400 KW	Ea / Day	\$ 1,328.50
Dehumidification, Heater - 600 KW	Ea / Day	\$ 1,815.00
Dehumidification, Heater - 1000 KW	Ea / Day	\$ 2,138.50
Dolly, 4-wheel, Appliance	Ea / Day	\$ 18.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 143.00
Dry Ice Blaster w/Accessories	Ea / Day	\$ 973.50
Electrical Distribution (Spider Box)	Ea / Day	\$ 75.00
Extension Cord	Ea / Day	\$ 4.50
Extraction Unit (portable)	Ea / Day	\$ 155.50
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 561.50
Floor cleaning system (walk behind)	Ea / Day	\$ 237.00
Fogger, Commercial	Ea / Day	\$ 112.50
Fogger, ULV/Thermal (electric)	Ea / Day	\$ 40.00
Generator (portable)	Ea / Day	\$ 124.50
Heater, Electric	Ea / Day	\$ 16.50
Heater, Propane/Torpedo	Ea / Day	\$ 65.50
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 155.50
Injectory Unit	Ea / Day	\$ 131.00
Insulation Machine	Ea / Day	\$ 89.50
Ion Air Cleaning System	Ea / Day	\$ 47.50
Jack Hammer	Ea / Day	\$ 100.00
Ladder, 24', 34' & Extension ladders	Ea / Day	\$ 12.80
Ladder, 4', 6', 8', 10 & 12'	Ea / Day	\$ 10.50
Light, Temporary (Demo / Stand / String)	Ea / Day	\$ 24.50
Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 155.50
Manometer	Ea / Day	\$ 82.50
Mechanical Gang Box (heavy tools)	Ea / Day	\$ 37.00
Moisture Meter	Ea / Day	\$ 21.00
Mop Bucket with wringer	Ea / Day	\$ 7.50
Ozone Generator	Ea / Day	\$ 124.50
Pump, Sump / Flood	Ea / Day	\$ 34.00
Pump, Trash with Hose, 2"	Ea / Day	\$ 139.00
Radio, 2 way - Job site communications (minimum qty - 2)	Ea / Day	\$ 24.50
Sand Blaster	Ea / Day	\$ 89.00
Sender - Dustless	Ea / Day	\$ 31.00
Saw, Demo	Ea / Day	\$ 108.00
Scaffolding, Baker	Ea/Section	\$ 28.00
Smoke Machines (small)	Ea / Day	\$ 100.00
Small Tools Charge	PP/Day	\$ 6.30
Soda Blaster	Ea / Day	\$ 665.00
Sponge Jet Blaster	Ea / Day	\$ 224.50
Sponge Jet Media Classifier	Ea / Day	\$ 206.00
Steam Cleaner	Ea / Day	\$ 243.00

Equipment Description	Unit	Rate
GENERAL (Cont'd)		
Tool Box (portable)	Ea / Day	\$ 24.50
Tool Set, Frame/Demo (passload, saws, etc)	PP/Day	\$ 31.00
Trailer, Freezer	Ea / Day	\$ 149.50
Truck, Moving/Box	Ea / Day	\$ 155.50
Truck/Trailer	Ea / Day	\$ 124.50
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 63.00
Vacuum, HEPA	Ea / Day	\$ 100.00
Vacuum, Upright	Ea / Day	\$ 16.50
Vacuum, Wet/Dry	Ea / Day	\$ 34.00
Vehicle, Pickup 3/4 Ton, 4x4	Ea / Day	\$ 118.50
Vehicle, Pickup, SUV or Car	Ea / Day	\$ 88.00
Vehicle, Truck 1 Ton 4x4 Liftgate	Ea / Day	\$ 165.00
Vehicle, Van (1 van per 10 people)	Ea / Day	\$ 112.50
Washer, High Pressure (cold)	Ea / Day	\$ 100.00
Washer, High Pressure (hot)	Ea / Day	\$ 124.50
X-Ray Dryer	Ea / Day	\$ 155.50
X-Ray Separation Tank	Ea / Day	\$ 467.50
ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	\$ 63.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 978.50
Crane, A-Frame (1 ton)	Ea / Day	\$ 139.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 772.50
Decon Room	Per Project	\$ 515.00
DI Water System	Ea / Day	\$ 40.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 89.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 167.50
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 412.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 224.50
Gas Detector, ATI PortaSens II	Ea / Day	\$ 307.00
HEPA Filtered Hood	Ea / Day	\$ 154.50
HEPA Water Displacement Unit	Ea / Day	\$ 93.50
Oven, Convection Drying (ULT)	Ea / Day	\$ 436.50
Oven, Vacuum Drying	Ea / Day	\$ 623.00
Quality Control Kit, (scientific instruments)	Ea / Day	\$ 187.50
Reflectoquant Test Device	Ea / Day	\$ 103.00
Sealer, Vacuum	Ea / Day	\$ 273.00
Spray Booth with 2 sinks (portable)	Ea / Day	\$ 187.50
Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 81.50
Tool Handling Charge	Per Project	\$ 463.50
Ultrasonic Bath, Portable	Ea / Day	\$ 324.50
Ultrasonic Bath, Bench Top	Ea / Day	\$ 187.50
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	\$ 3,365.00
Vacuum, Clean Room	Ea / Day	\$ 164.50
Wet Bench (portable)	Ea / Day	\$ 168.00
Workstation (table, chair, lights, ESD)	Ea / Day	\$ 24.50
ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	\$ 170.00
Chemical Hose, Hazmat	Ea / Day	\$ 226.50
Confined Space Entry System	Ea / Day	\$ 208.00
Decontamination Shower/Filter	Ea / Day	\$ 144.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 262.50
Mini-Rae (PID)	Ea / Day	\$ 180.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 206.00
Personal Sample Pump	Ea / Day	\$ 29.00
Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 206.00
Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 309.00
Self-Contained Breathing Apparatuses (SCBA), 30 Minute	Ea / Day	\$ 144.00
Self-Contained Breathing Apparatuses (SCBA), 5 Minute	Ea / Day	\$ 113.50
Trailer, Emergency Response, Hazmat	Ea / Day	\$ 309.00
HVAC		
HVAC, High Volume Tornado System	Ea / Day	\$ 96.00
HVAC, Mobile Resource Unit	Ea / Day	\$ 156.50
HVAC, Power and Manual Hand Tools	PP/Day	\$ 25.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	\$ 45.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	\$ 124.50
HVAC Vacuum System	Ea / Day	\$ 186.00
HVAC Video / Tool Robot	Ea / Day	\$ 504.50
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 45.00
SAFETY		
Personal Fall Protection (PFP)	PP / Day	\$ 37.00
Personal Protection Equipment (PPE)	PP / Day	\$ 18.50
Personal Respiratory Protection (PRP)	PP / Day	\$ 37.00
Respirator, PAPR	Ea / Day	\$ 82.50

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Rate and Materials Schedule for Invoicing (Exhibit B)

Effective Date: August 2009

California



§ 11.1

ITEMIZED SCHEDULED CONSUMABLES

Consumable Description	Unit	Rate	Consumable Description	Unit	Rate
CHEMICALS					
Alcohol, Isopropyl	Gal	\$ 79.50	Taps, Poly Box	Roll	\$ 3.00
BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 34.00	Tarp	Sq. Ft.	\$ 0.40
BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 46.00	Wipes, Cotton Cloth	Lb.	\$ 5.00
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 34.00	Wipes, Lint Free	Pak	\$ 35.00
BELFOR-All Purpose Cleaner	Gal	\$ 10.60	Wipes, Wipe All	Pak	\$ 12.50
BELFOR-All Purpose Spotter	Gal	\$ 22.50	Wipes, Workshop (rags)	Lb.	\$ 4.00
BELFOR-Carpet Rinse & Neutralizer	Gal	\$ 18.50	Wrap, Bubble/Anti Static	Roll	\$ 84.80
BELFOR-CD 04-C Complex Deterger 04 C	Gal	\$ 73.00	Wrap, Stratch	Roll	\$ 59.50
BELFOR-CD 13 Complex Deterger 13	Gal	\$ 114.50	ELECTRONICS / MECHANICAL		
BELFOR-CIF Citrox Lemon Scent	Ounce	\$ 1.00	Apron, Chemical	Ea.	\$ 5.00
BELFOR-Concentrated Odor Counteractant & Smoke Eliminator	Gal	\$ 31.00	Arm Sleeves, Chemical	Ea.	\$ 4.00
BELFOR-EC 12 Electronics Cleaner	Gal	\$ 30.00	Arsenic Test Kit	Per Test	\$ 5.00
BELFOR-ESL Label Protection Liquid	Ounce	\$ 17.50	Bags, Anti Static	Ea.	\$ 4.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 17.00	Brush, Dispersion (large)	Ea.	\$ 13.50
BELFOR-Fabric Protector	Gal	\$ 40.00	Brush, Dispersion (small)	Ea.	\$ 5.00
BELFOR-GC General Cleaner	Gal	\$ 28.00	Brush, Non Conduct	Ea.	\$ 10.50
BELFOR-Glass Cleaner	Gal	\$ 8.00	Child's Gulk Test Strips	Ea.	\$ 1.25
BELFOR-Hand Cleaning Wipes	Tub	\$ 41.00	Cleaning / Decon Sticks	Ea.	\$ 1.25
BELFOR-HD 01 Hand Deterger 01	Gal	\$ 39.00	Non-Conduct Scrubbers, Green (#7447)	Box	\$ 28.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 5.00	Non-Conduct Scrubbers, Maroon (#66)	Box	\$ 76.50
BELFOR-Liquid Laundry Detergent	Gal	\$ 17.50	Non-Conduct Scrubbers, White (#69)	Box	\$ 47.50
BELFOR-LP 40 Light Preserver 40	Gal	\$ 73.00	Tape, Clean Room	Roll	\$ 24.50
BELFOR-MPP Metal Polishing Paste	Ounce	\$ 15.50	Wipes, Pre-saturated / PADI	Pak	\$ 20.50
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 31.00	Wipes, Standard Clean Room	Pak	\$ 29.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 13.50	Wipes, Ultra Clean Room	Pak	\$ 82.00
BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 122.50	ENVIRONMENTAL		
BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 12.50	Asbestos Glove Bag	Ea.	\$ 34.00
BELFOR-OC24 Organic Cleaner 24	Gal	\$ 46.00	Breathing Air, Type K Bottle	Ea.	\$ 56.50
BELFOR-OC62 Organic Cleaner 62	Gal	\$ 32.00	Drum, Poly Closed Top, 15 Gallon	Ea.	\$ 42.00
BELFOR-Oil Preserver	Gal	\$ 46.50	Drum, Poly Open Top, 15 Gallon	Ea.	\$ 45.50
BELFOR-One Step Traffic Film Remover	Gal	\$ 13.50	Drum, Steel Closed Top, 15 Gallon	Ea.	\$ 34.00
BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 34.00	Drum, Steel Open Top, 15 Gallon	Ea.	\$ 36.00
BELFOR-PM Polish Milk	Ounce	\$ 5.00	Drum, Poly Closed Top, 30 Gallon	Ea.	\$ 46.00
BELFOR-Premium Dish Detergent	Quart	\$ 8.00	Drum, Poly Open Top, 30 Gallon	Ea.	\$ 53.50
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 17.50	Drum, Steel Closed Top, 30 Gallon	Ea.	\$ 40.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 25.00	Drum, Steel Open Top, 30 Gallon	Ea.	\$ 47.50
BELFOR-SD 02 Sulfide Deterger	Gal	\$ 82.50	Drum, Poly Closed Top, 55 Gallon	Ea.	\$ 70.00
BELFOR-Vehicle & Transportation Wash	Gal	\$ 15.50	Drum, Poly Open Top, 55 Gallon	Ea.	\$ 78.00
BELFOR-WP Wax Preserver	Gal	\$ 78.50	Drum, Steel Closed Top, 55 Gallon	Ea.	\$ 55.50
Deinfectant/Antimicrobial	Gal	\$ 51.00	Drum, Steel Open Top, 55 Gallon	Ea.	\$ 67.00
Encapsulant, Antifungal	Gal	\$ 82.00	Drum, Steel Salvage, 85 Gallon	Ea.	\$ 168.00
Encapsulant, Seal	Gal	\$ 43.00	Drum, Poly Overpack, 85 Gallon	Ea.	\$ 257.50
Hydro Acid, Ultra Pure	Quart	\$ 154.50	Drum, Steel Overpack, 110 Gallon	Ea.	\$ 504.50
Soda, Soda Blaster Material	Bag	\$ 35.00	Protective Suits (Acid)	Ea.	\$ 84.50
Thermo Fog Deodorizer	Gal	\$ 63.00	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,570.50
Thinner, Paint/Mineral Spirits	Gal	\$ 22.50	Protective Suits (Poly/Pro Asbestos)	Ea.	\$ 8.00
Zinc, or similar sealant	Gal	\$ 75.00	Protective Suits (Saranex Chemical)	Ea.	\$ 31.00
GENERAL					
Adhesive, Caulk	Tube	\$ 8.00	Sorbent Binom	Ea.	\$ 67.00
Adhesive, Remover	Can	\$ 11.50	Sorbent Pad	Bag	\$ 104.00
Bags, Environmental Trash Bags	Ea.	\$ 3.00	Sorbent Pads (individual)	Ea.	\$ 10.50
Bags, Insulation machine	Ea.	\$ 31.00	Sorbent Pillows	Ea.	\$ 25.50
Bags, Trash	Ea.	\$ 0.82	HVAC		
Banner Guard	Roll	\$ 28.00	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 50.00
Blades, Domo (saw, grinder wheels, etc)	Ea.	\$ 18.50	HVAC Air VMP, Mulli Head, Replacement	Ea.	\$ 65.00
Boat Covers, Latex	Per Pair	\$ 10.50	HVAC BBJ Freshduct / Microbiocide	15oz	\$ 60.00
Boxes, Box	Ea.	\$ 5.00	HVAC Cleaner Degreaser	Gal	\$ 17.00
Boxes, Dish Pack	Ea.	\$ 6.00	HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30"	Roll	\$ 24.75
Boxes, Slip Covers	Ea.	\$ 3.00	HVAC Coil Cleaner	Gal	\$ 47.75
Boxes, Wardrobe/Specialty	Ea.	\$ 35.00	HVAC Collection Machine Filters (Pleated Filter & Bag Filter)	Ea.	\$ 68.00
Brady Cards	Ea.	\$ 7.00	HVAC Collection Machine HEPA Filter	Ea.	\$ 340.00
Brush, Scrub (long handle)	Ea.	\$ 11.50	HVAC Duct Liner 1" - 3x100"	Roll	\$ 400.00
Brushes, Pipe	Ea.	\$ 31.00	HVAC Duct Mastic	Gal	\$ 28.00
Brushes, Wire (large)	Ea.	\$ 7.00	HVAC Encapsulant, Antimicrobial (Footer)	Gal	\$ 82.00
Brushes, Wire (small)	Ea.	\$ 5.30	HVAC Fiberlock	Gal	\$ 72.00
Disposable Decontamination Unit	Ea.	\$ 416.90	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 10.00
Duct, Lay Flat (500') with hog rings	Roll	\$ 467.90	HVAC HEPA Vac Filters (Decon Filter Bag & Impaction)	Ea.	\$ 60.00
Fasteners, Misc / Lock & Hasp	Ea.	\$ 30.00	HVAC HEPA Vac HEPA Filter	Ea.	\$ 285.00
Filter, Charcoal	Ea.	\$ 65.00	HVAC Propane Fill Charge	Cylinder	\$ 45.00
Filter, HEPA	Ea.	\$ 230.50	HVAC Rotary Brush Head, Replacement	Ea.	\$ 114.25
Filter Material	Roll	\$ 119.50	HVAC Rotary Brush System, Replacement Core	Ea.	\$ 40.00
Floor Buffer Pad	Ea.	\$ 12.50	HVAC Sheetmetal Blank	Ea.	\$ 17.00
Floor Dry (40W)	Bag	\$ 15.50	HVAC Sheetmetal Screw	Box 100	\$ 21.50
Foam Blocks	Ea.	\$ 0.42	HVAC Spray Adhesive	Can	\$ 24.00
Foam Scrubbing Pads	Pak	\$ 51.50	HVAC Unit	Ea.	\$ 82.00
Insulation	Foot	\$ 0.37	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 24.00
Inventory Tags	Box	\$ 124.50	HVAC Vacuum Extension Wand 1.25"	Ea.	\$ 8.00
Lock Box	Ea.	\$ 45.50	SAFETY		
Mop Heads	Ea.	\$ 13.80	Beds, Chemical PVC	Per Pair	\$ 45.50
Moving Blanket	Ea.	\$ 3.00	Cartidge, MSA Combination	Ea.	\$ 16.50
Plastic Sheeting, 1.5 mil (24 x 200)	Ea.	\$ 43.50	Dust Mask	Ea.	\$ 2.00
Plastic Sheeting, 4 mil (20 x 100)	Ea.	\$ 82.50	Gloves, Nitrile	Per Pair	\$ 5.50
Plastic Sheeting, 6 mil (20 x 100)	Ea.	\$ 81.50	Gloves, Cotton	Per Pair	\$ 2.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Ea.	\$ 319.00	Gloves, Cotton Underliners	Per Pair	\$ 2.28
Plastic Sheeting, Carpet Protector	Roll	\$ 81.50	Gloves, Latex (Surgical)	Box 100	\$ 23.50
Red Resin Paper (200 ft. roll)	Roll	\$ 24.50	Gloves, Leather	Per Pair	\$ 8.00
Sponge (for Sponge job)	Bag	\$ 48.50	Gloves, Nylon Inspection	Per Pair	\$ 0.90
Sponge, Particulate Removal (3/4"x3"x8")	Ea.	\$ 2.00	Protective Suits (Tyvek)	Ea.	\$ 18.50
Sponge, Particulate Removal (1.5"x3"x8")	Ea.	\$ 4.00	Respirator, (N95)	Ea.	\$ 3.50
Spray Bottle whigger	Ea.	\$ 4.00	Respirator, HEPA (P100)	Ea.	\$ 10.50
Steel wool	Ea.	\$ 1.05	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 8.50
Taps, Caution	Roll	\$ 18.00	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 36.00
Taps, Duct (Gray or Teal)	Roll	\$ 7.00	Respirator, HEPA (P100)	Ea.	\$ 10.50
Taps, Painters (blue)	Roll	\$ 8.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 8.50
			Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 36.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.