

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

BELFOR PROPERTY RESTORATION

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 4 day of November, 2014 by and between the City of Bell, a charter 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". (The term Contractor includes professionals performing in a consulting capacity.)

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 may be 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. On or about November 3, 2014, Contractor was requested by the City's insurer, Alliant Insurance ("Insurer"), to inspect the Community Center and develop a scope of services for restoration work.
- F. Contractor warrants that it is a pre-approved vendor of the City's Insurer, that the Insurer and Contractor have agreed upon rates for the services to be provided under this Agreement, and no competitive bid is required by the Insurer.
- G. It is the understanding of the Parties that the 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.
- H. The City has determined that immediate action is necessary and this Agreement is made pursuant to an emergency under Section 3.12.080 subsection (C).

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. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services 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 services 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 or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. (*See Exhibit "B"*)

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 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.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services 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. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods 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 may be caused by City's own negligence.

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 his 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 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. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

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 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 Services.

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 Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written 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. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or 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. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services 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.

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 Ninety One Thousand Eight Hundred Sixteen Dollars (\$291, 816) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10. (See Exhibit "B")

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, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum 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 if 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. 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. (See Exhibit "B")

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 use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice. 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. (See Exhibit "B")

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'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 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:

Thomas Stuft General Manager
(Name) (Title)

Mark Chenelia Project Manager
(Name) (Title)

Jose Fernandez Production Manager
(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 foregoing 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 foregoing 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. 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) Comprehensive 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) Worker's Compensation Insurance. A policy of worker's 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 1/87) 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.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds 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 ten (10) 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

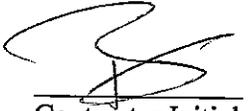
coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties 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]



Contractor 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.

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 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 Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond 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.

5.5 Sufficiency of Insurer or Surety.

Insurance or 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.

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 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.

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, revise 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, when the default is cured, proceed with payment on the invoices. 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.

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.

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, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry 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, or ancestry.

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 the 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, CITY OF BELL, 6330 Pine Avenue, Bell, CA 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.

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

Willmore
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 Prop. Restoration
2920 E. White Star Avenue

By: *Thomas Stupka*
Name: *Thomas Stupka*
Title: *General manager*

By: _____
Name:
Title:

Address: _____

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

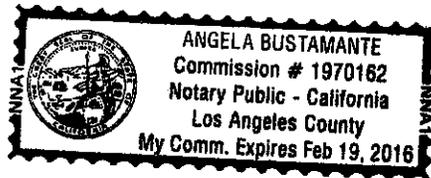
COUNTY OF LOS ANGELES

On November 5th, 2014 before me, Angela Bustamante, Notary, personally appeared Thomas Anthony Stofft, 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

- INDIVIDUAL
- CORPORATE OFFICER
- _____
- TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____
- _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Contractor will perform the following emergency Services at the specified areas in the Community Center located at 6250 Pine Avenue, Bell, California 90201 ("Property"):**

Main Area

- Remove ceiling tiles at soffit and high ceiling areas
- Remove insulation at the ceiling deck
- Clean air space above t-bar ceiling grid
- Seal air space above t-bar ceiling grid
- Clean walls and ceilings
- Clean all floors (for Saturday wedding, floors will need to be replaced at a later date)
- Clean all drywall wrapped beams
- Clean all doors
- Clean all windows
- Clean x-large hanging ceiling light fixtures (8)
- Clean spot light fixtures (10)
- Clean recessed light fixtures (15)
- Paint all walls, beams, soffits and ceilings
- Paint doors (14)
- Replace fire alarm smoke devices (12)
- Clean all cabinets, sink and counters
- Clean exit signs (5)
- Clean stage floor
- Clean stage handrail and cap
- Replace all ceiling tiles
- Paint t-bar grid to match ceiling tiles
- Clean and service broadcast and electronics system (cameras and computer system)

Kitchen

- Clean all walls and ceilings
- Clean all ceiling light fixtures and lenses
- Clean 6 burner commercial oven (2)
- Clean commercial range hood with ansul system
- Clean refrigerator
- Clean stainless steel shelving (6)
- Clean cabinets (4)

- Clean wood roll up doors (2)
- Clean stainless steel prep stations (3)
- Clean stainless steel sink stations (3)
- Clean janitors basin sink & tile
- Clean concrete epoxy floor
- Paint all walls & ceilings
- Paint doors & jambs (4)

Foyer

- Remove ceiling tiles
- Clean air space above t-bar ceiling grid
- Clean walls and ceilings
- Seal ceiling cavity above t-bar
- Replace fire alarm smoke devices (1)
- Clean tile floor covering
- Clean doors (13)
- Clean windows
- Paint walls and ceiling
- Paint doors & jambs (13)

Reception

- Remove ceiling tiles
- Clean air space above t-bar ceiling grid
- Seal air space above t-bar ceiling grid
- Clean walls and ceiling
- Replace fire alarm smoke devices (1)
- Clean exit signs (3)
- Clean built in work stations, reception desk and cabinetry
- Clean doors & jambs (3)
- Paint walls and ceiling
- Clean carpet for temporary deodorization (replacement required)

Men's Restroom

- Clean drywall walls and ceiling
- Clean wall and floor tile
- Clean toilet partitions
- Clean toilets, lavatories, mirrors, sinks, faucets and restroom accessories
- Clean walls and ceilings
- Clean light fixtures
- Paint walls and ceiling
- Paint door & jamb

Women's Restroom

- Clean drywall walls and ceiling
- Clean wall and floor tile
- Clean toilet partitions
- Clean toilets lavatories, mirrors, sinks, faucets and restroom accessories
- Clean walls and ceilings
- Clean light fixtures
- Paint walls and ceiling
- Paint door & jamb

Security

- BELFOR to provide security services for fire watch and building security at the request of the City of Bell

General Items

- BELFOR will install air scrubbers during deodorization and demo
- BELFOR will have an Industrial Hygienist test for asbestos and bill the City of Bell direct for services

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

- A.
- B.
- C.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:

- A. Contractor shall immediately notify the City in writing of any conditions, damages, restoration or repairs that may not be covered by the Insurer under the City's insurance policies. Contractor shall not perform any such work or services without the express written authorization of the City Manager.
- B.
- C.

IV. All work product 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 will utilize the following personnel to accomplish the Services:

A.

B.

C.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

Additions are underlined ("underlined") and deletions are stricken through ("~~delete~~")

1. Section 1.2, "Contractor's Proposal", shall be deleted in its entirety.
2. 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."
3. 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 attached hereto as Exhibit C-1.**
- 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. The City will forward payment to Contractor for the Services performed upon submission of a valid invoice approved in writing by the Insurer. 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 exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

§ I. Service Line Labor Rates and Considerations

Rate Code	Job Title	Prevailing Wage Rate
Project Management Classifications:¹		
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:¹		
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):¹		
RT	Restoration Technician	\$ 114.00
RS	Restoration Supervisor	\$ 116.00

Reconstruction Services:¹		
DP	Drywall Installer/Finisher/Painter*	\$ 93.88
TF	Trade Foreman	\$ 113.00
CR	Carpenter (General Framing/Finish/Trim/Cabinet/Mechanic)*	\$ 97.68
CF	Carpenter Foreman	\$ 104.00
* Per Agreed negotiation with McLarens		

Technical Services (Dehumidification, Documents/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.III 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 § II.I 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 § III.I 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. ITEMIZED SCHEDULED EQUIPMENT

Equipment Description	Unit	Rate
GENERAL		
Accounting Package (laptop, printer)	Ea / Day	\$ 69.00
Air compressor, gas/electric	Ea / Day	\$ 37.00
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	\$ 386.00
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 - 600/600 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 - 9000/10000 cfm	Ea / Day	\$ 2,138.50
Dehumidification, Dehumidifier - 15000 cfm	Ea / Day	\$ 3,689.00
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	\$ 1,620.00
Dehumidification, Dehumidifier, gas fired - 9000/10000 cfm	Ea / Day	\$ 2,559.50
Dehumidification, Heater - 20 KW	Ea / Day	\$ 160.00
Dehumidification, Heater - 50 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	\$ 15.50
Heater, Propane/Torpedo	Ea / Day	\$ 55.50
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 155.50
Inject/dry 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	\$ 12.50
Ladder, 4', 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	\$ 39.00
Sander - Dustless	Ea / Day	\$ 31.00
Saw, Demo	Ea / Day	\$ 106.00
Scaffolding, Baker	Ea/Section	\$ 28.00
Smoke Machines (small)	Ea / Day	\$ 100.00
Small Tools Charge	PP/Day	\$ 5.30
Soda Blaster	Ea / Day	\$ 966.00
Sponge Jet Blaster	Ea / Day	\$ 224.50
Sponge Jet Media Classifier	Ea / Day	\$ 208.00
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	\$ 83.00
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	\$ 69.00
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	\$ 878.50
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	\$ 69.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 187.50
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	\$ 483.50
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	\$ 154.50
Wet Bench (portable)	Ea / Day	\$ 188.00
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	\$ 206.00
Decontamination Shower/Filter	Ea / Day	\$ 144.00
Jerome Mercury Vapor Analyzer	Ea / Day	\$ 252.50
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	\$ 155.50
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	\$ 185.00
HVAC Video / Tool Robot	Ea / Day	\$ 504.50
HVAC, Viper Duct Cleaning System	Ea / Day	\$ 45.00
SAFETY		
Personal Fall Protection (PPF)	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.

Effective Date: August 2009

California

ITEMIZED SCHEDULED CONSUMABLES

Consumable Description	Unit	Rate	Consumable Description	Unit	Rate
CHEMICALS					
Alcohol, Isopropyl	Gal	\$ 79.50	GENERAL (Cont'd)		
BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 34.00	Tape, Poly Box	Roll	\$ 3.00
BELFOR-AC 12 Alkaline Cleaner 12	Gal	\$ 46.00	Tarp	Sq. Ft.	\$ 0.40
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 34.00	Wipes, Cotton Cloth	Lb.	\$ 5.00
BELFOR-All Purpose Cleaner	Gal	\$ 10.50	Wipes, Lint Free	Pak	\$ 35.00
BELFOR-All Purpose Spotter	Gal	\$ 22.50	Wipes, Wipe All	Pak	\$ 12.50
BELFOR-Carpet Rinse & Neutralizer	Gal	\$ 18.50	Wipes, Workshop (tags)	Lb.	\$ 4.00
BELFOR-CD 04-C Complex Duster 04 C	Gal	\$ 73.00	Wrap, Bubble/Anti Static	Roll	\$ 84.50
BELFOR-CD 13 Complex Duster 13	Gal	\$ 114.50	Wrap, Stretch	Roll	\$ 69.50
BELFOR-CIF Citroxif Lemon Scent	Ounce	\$ 1.00	ELECTRONICS / MECHANICAL		
BELFOR-Concentrated Odor Counteractant & Smoke Eliminator	Gal	\$ 31.00	Apron, Chemical	Ea.	\$ 5.00
BELFOR-EC 12 Electronics Cleaner	Gal	\$ 30.00	Arm Sleeves, Chemical	Ea.	\$ 4.00
BELFOR-ESL Label Protection Lacquer	Gal	\$ 17.50	Arsenic Test Kit	Per Test	\$ 5.00
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 17.00	Bags, Anti Static	Ea.	\$ 4.00
BELFOR-Fabric Protector	Gal	\$ 40.00	Brush, Dispersion (large)	Ea.	\$ 13.50
BELFOR-GC General Cleaner	Gal	\$ 28.00	Brush, Dispersion (small)	Ea.	\$ 5.00
BELFOR-Glass Cleaner	Gal	\$ 8.00	Brush, Non Conduct	Ea.	\$ 10.50
BELFOR-Hand Cleaning Wipes	Tub	\$ 41.00	Chloride Quick Test Strips	Ea.	\$ 1.25
BELFOR-HD 01 Hand Duster 01	Gal	\$ 39.00	Cleaning / Decon Sticks	Ea.	\$ 1.25
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 5.00	Non-Conduct Scrubbers, Green (#7447)	Box	\$ 28.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 17.50	Non-Conduct Scrubbers, Maroon (#96)	Box	\$ 78.50
BELFOR-LP 40 Light Preserver 40	Gal	\$ 73.00	Non-Conduct Scrubbers, White (#98)	Box	\$ 47.50
BELFOR-MPP Metal Polishing Paste	Ounce	\$ 15.50	Tape, Clean Room	Roll	\$ 24.50
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 31.00	Wipes, Presaturated IPA/DI	Pak	\$ 20.50
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 13.50	Wipes, Standard Clean Room	Pak	\$ 29.00
BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 122.50	Wipes, Ultra Clean Room	Pak	\$ 62.00
BELFOR-NAK One Step Cleaner and Preserver (electrical)	Pint	\$ 12.50	ENVIRONMENTAL		
BELFOR-OC24 Organic Cleaner 24	Gal	\$ 46.50	Asbestos Glove Bag	Ea.	\$ 34.00
BELFOR-OC62 Organic Cleaner 62	Gal	\$ 32.00	Breathing Air, Type K Bottle	Ea.	\$ 55.50
BELFOR-Oil Preserver	Gal	\$ 46.50	Drum, Poly Closed Top, 15 Gallon	Ea.	\$ 42.00
BELFOR-One Step Traffic Film Remover	Gal	\$ 13.50	Drum, Poly Open Top, 15 Gallon	Ea.	\$ 45.50
BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 34.00	Drum, Steel Closed Top, 15 Gallon	Ea.	\$ 34.00
BELFOR-PM Polish Milk	Ounce	\$ 5.00	Drum, Steel Open Top, 15 Gallon	Ea.	\$ 36.00
BELFOR-Premium Dish Detergent	Quart	\$ 6.00	Drum, Poly Closed Top, 30 Gallon	Ea.	\$ 49.50
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 17.50	Drum, Poly Open Top, 30 Gallon	Ea.	\$ 53.50
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner	Gal	\$ 25.00	Drum, Steel Closed Top, 30 Gallon	Ea.	\$ 40.00
BELFOR-SD 02 Sulfide Defroster	Gal	\$ 52.50	Drum, Steel Open Top, 30 Gallon	Ea.	\$ 47.50
BELFOR-Vehicle & Transportation Wash	Gal	\$ 15.50	Drum, Poly Closed Top, 55 Gallon	Ea.	\$ 70.00
BELFOR-WP Wax Preserver	Gal	\$ 78.50	Drum, Poly Open Top, 55 Gallon	Ea.	\$ 78.00
Disinfectant/Antimicrobial	Gal	\$ 51.00	Drum, Steel Closed Top, 55 Gallon	Ea.	\$ 55.50
Encapsulant, Antifungal/acid	Gal	\$ 82.00	Drum, Steel Open Top, 55 Gallon	Ea.	\$ 67.00
Encapsulant, Boot	Gal	\$ 43.50	Drum, Steel Salvage, 85 Gallon	Ea.	\$ 168.00
Nitric Acid, Ultra Pure	Quart	\$ 154.50	Drum, Poly Overpack, 95 Gallon	Ea.	\$ 257.50
Soda, Soda Blaster Material	Bag	\$ 35.00	Drum, Steel Overpack, 110 Gallon	Ea.	\$ 504.50
Thermo Fog Deodorizer	Gal	\$ 63.00	Protective Suits (Acid)	Ea.	\$ 84.50
Thinner, Paint/Mineral Spirits	Gal	\$ 22.50	Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,570.50
Zinser, or similar sealant	Gal	\$ 75.00	Protective Suits (PolyPro Asbestos)	Ea.	\$ 8.00
GENERAL					
Adhesive, Caulk	Tube	\$ 8.00	Protective Suits (Seranex Chemical)	Ea.	\$ 31.00
Adhesive, Remover	Can	\$ 11.50	Sorbent Boom	Ea.	\$ 67.00
Bags, Environmental Trash Bags	Ea.	\$ 3.00	Sorbent Pad	Bale	\$ 101.00
Bags, Insulation machine	Ea.	\$ 31.00	Sorbent Pads (individual)	Ea.	\$ 10.50
Bags, Trash	Ea.	\$ 0.82	Sorbent Pillows	Ea.	\$ 25.50
Banner Guard	Roll	\$ 28.00	HVAC		
Blades, Demo (saw, grinder wheels, etc)	Ea.	\$ 18.50	HVAC Air Blast Nozzle, Replacement	Ea.	\$ 50.00
Boot Covers, Latex	Per Pair	\$ 10.50	HVAC Air Whip, Multi Head, Replacement	Ea.	\$ 65.00
Boxes, Book	Ea.	\$ 5.00	HVAC BBJ Freshduct / Microbiocide	15oz	\$ 50.00
Boxes, Dish Fork	Ea.	\$ 6.00	HVAC Cleaner Degreaser	Gal	\$ 17.00
Boxes, Slip Covers	Ea.	\$ 3.00	HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30"	Roll	\$ 24.75
Boxes, Wardrobe/Specialty	Ea.	\$ 35.00	HVAC Coil Cleaner	Gal	\$ 47.75
Brady Cards	Ea.	\$ 7.00	HVAC Collection Machine Filters (Pleated Filter & Bag Filter)	Ea.	\$ 58.00
Brush, Scrub (long handle)	Ea.	\$ 11.50	HVAC Collection Machine HEPA Filter	Ea.	\$ 340.40
Brushes, Pipe	Ea.	\$ 31.00	HVAC Duct Liner 1" - 3"x100"	Roll	\$ 400.00
Brushes, Wire (large)	Ea.	\$ 7.00	HVAC Duct Mastic	Gal	\$ 29.00
Brushes, Wire (small)	Ea.	\$ 5.00	HVAC Encapsulant, Antimicrobial (Foster)	Gal	\$ 82.00
Disposable Decontamination Unit	Ea.	\$ 416.00	HVAC Fiberlock	Gal	\$ 72.00
Duct, Lay Flat (500') with hog rings	Roll	\$ 467.50	HVAC HEPA Vac Collection Bag & Filter Protector	Ea.	\$ 10.00
Fasteners, Misc / Lock & Hasp	Ea.	\$ 30.00	HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)	Ea.	\$ 60.00
Filter, Charcoal	Ea.	\$ 65.00	HVAC HEPA Vac HEPA Filter	Ea.	\$ 285.00
Filter, HEPA	Ea.	\$ 230.50	HVAC Propane Fill Charge	Cylinder	\$ 45.00
Filter Material	Roll	\$ 119.50	HVAC Rotary Brush Head, Replacement	Ea.	\$ 114.25
Floor Buffer Pad	Ea.	\$ 12.50	HVAC Rotary Brush System, Replacement Core	Ea.	\$ 40.00
Floor Dry (40#)	Bag	\$ 15.50	HVAC Sheetmetal Blank	Ea.	\$ 17.00
Foam Blocks	Ea.	\$ 0.12	HVAC Sheetmetal Screw	Box 100	\$ 21.50
Foam Scrubbing Pads	Pak	\$ 51.50	HVAC Spray Adhesive	Can	\$ 24.00
Insulation	Foot	\$ 0.37	HVAC Unibit	Ea.	\$ 82.00
Inventory Tags	Box	\$ 124.50	HVAC Vacuum Brush Head - Replacement	Ea.	\$ 24.00
Lock Box	Ea.	\$ 45.50	HVAC Vacuum Extension Wand 1.25"	Ea.	\$ 9.00
Mop Heads	Ea.	\$ 13.50	SAFETY		
Moving Blanket	Ea.	\$ 3.00	Boots, Chemical PVC	Per Pair	\$ 45.50
Plastic Sheeting, 1.5 mil (24 x 200)	Ea.	\$ 43.50	Cartridge, MSA Combination	Ea.	\$ 16.50
Plastic Sheeting, 4 mil (20 x 100)	Ea.	\$ 82.50	Dust Mask	Ea.	\$ 2.00
Plastic Sheeting, 6 mil (20 x 100)	Ea.	\$ 81.50	Gloves, Nitrile	Per Pair	\$ 5.30
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100)	Ea.	\$ 319.00	Gloves, Cotton	Per Pair	\$ 2.00
Plastic Sheeting, Carpet Protector	Roll	\$ 81.50	Gloves, Cotton Underliners	Per Pair	\$ 0.28
Red Resin Paper (200 ft. roll)	Roll	\$ 24.50	Gloves, Latex (Surgical)	Box 100	\$ 23.50
Sponge (for Sponge Jet)	Bag	\$ 46.50	Gloves, Leather	Per Pair	\$ 8.00
Sponge, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.00	Gloves, Nylon Inspection	Per Pair	\$ 0.50
Sponge, Particulate Removal (1.5"x3"x8")	Ea.	\$ 4.00	Protective Suits (Tyvek)	Ea.	\$ 18.50
Spray Bottle w/trigger	Ea.	\$ 4.00	Respirator, (N95)	Ea.	\$ 3.50
Steel wool	Ea.	\$ 1.05	Respirator, HEPA (P100)	Ea.	\$ 10.50
Tape, Caulion	Roll	\$ 16.00	Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 8.50
Tape, Duct (Gray or Teal)	Roll	\$ 7.00	Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 36.00
Tape, Painters (Blue)	Roll	\$ 8.00	Respirator, HEPA (P100)	Ea.	\$ 10.50
			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.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all Services timely by November 15, 2014.**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/05/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Southfield MI office 3000 Town Center Suite 3000 Southfield MI 48075 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Belfor USA Group, Inc dba Belfor Property Restoration 2920 E White Star Ave. Anaheim CA 92806 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: The Insurance Co of the State of PA		19429
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

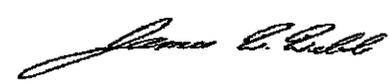
COVERAGES **CERTIFICATE NUMBER: 570055783153** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR of \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5388340 SIR applies per policy terms & conditions	07/01/2014	07/01/2015	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$100,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COM/POP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000			CA 510-17-08	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			29157256	07/01/2014	07/01/2015	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC034157355 AOS WC034157354 NJ, PA	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B					07/01/2014	07/01/2015	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570055783153

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Bell is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Bell 6250 Pine Ave. Bell CA 90201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Belfor USA Group, Inc	
POLICY NUMBER See Certificate Number: 570055783153		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570055783153	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		WC034157353 MA, ND, OH, WA, WI, WY	07/01/2014	07/01/2015	
B		N/A		WC034157352 IL, KY, NC, UT	07/01/2014	07/01/2015	
B		N/A		WC034157351 AZ, GA, VA	07/01/2014	07/01/2015	
A		N/A		WC034157350 FL	07/01/2014	07/01/2015	
A		N/A		WC034157349 CA	07/01/2014	07/01/2015	

RESOLUTION NO. 2014-65

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL
DECLARING THE COMMUNITY CENTER FIRE A LOCAL
EMERGENCY AND RATIFYING AGREEMENT FOR EMERGENCY FIRE
RESTORATION SERVICES**

WHEREAS, on November 3, 2014 a fire occurred in the City of Bell ("City") at the Bell Community Center located at 6250 Pine Avenue causing extensive property damage; and

WHEREAS, the fire left the Bell Community Center in a state of disrepair with electrical panels, water heater, tables, and podiums destroyed, and leaving the office areas exposed to smoke, soot and debris; and

WHEREAS, these conditions created a health and safety risk to City employees and the public in general, and prohibited certain public services from being provided; and

WHEREAS, pursuant to Bell Municipal Code §3.12.080, the City Manager determined the condition of the Bell Community Center to be an "emergency" and authorized initial fire restoration work commence; and

WHEREAS, on November 12, 2014, the City Council unanimously declared that the Bell Community Center fire was a local emergency and ratified the initial fire remediation work authorized by the City Manager; and

WHEREAS, pursuant to the Public Contract Code §22050 and Bell Municipal Code §3.12.080, the City Council authorized the City Manager to continue further actions on an emergency basis so that the City can conduct an expedited informal bid process to complete the restoration work on the Bell Community Center so the City can resume certain essential public services and operations thereon; and

WHEREAS, pursuant to process authorized by the City Council, staff has completed an expedited bid process, selected BelFor Property Restoration ("BelFor") to complete the necessary emergency restoration work on the Bell Community Center, and entered into an agreement regarding the same; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell, California, as follows:

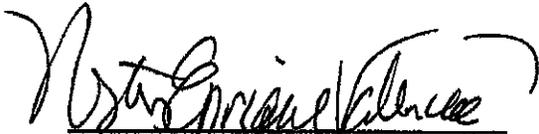
SECTION 1. The Recitals above are hereby incorporated by reference as if fully set forth herein.

SECTION 2. The City Council hereby ratifies the agreement entered into with BelFor, attached hereto as Attachment 1, to complete the emergency restoration services on the Bell Community Center.

SECTION 3. The City Manager or her or his designee shall cause a report on the status of the emergency circumstances to be aigenized until the completion of the fire restoration work on the Bell Community Center is complete or this City Council finds the emergency conditions have ceased to be present.

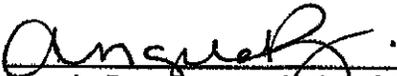
SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2014.



Nestor Enrique Valencia, Mayor

ATTEST:



Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:



David J. Aleshire, City Attorney
Aleshire & Wynder, LLP

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Interim City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original Resolution No. 2014-65 adopted by the Bell City Council at its regular meeting held on the 10th day of December, 2014, by the following vote:

AYES: Councilmembers Alvarez, Quintana, Saleh, Vice Mayor Romero and Mayor Valencia

NOES: None

ABSENT: None

ABSTAIN: None



Angela Bustamante, Acting City Clerk