



DATE: October 26, 2011
TO: Honorable Mayor and City Council Members
FROM: Economic and Community Development Department
Property Management Division
SUBJECT: **RATIFICATION OF EMERGENCY PURCHASE OVER \$50,000**

SYNOPSIS

Staff recommends that the City Council ratify the execution of a contract with Belfor Property Restoration in the amount of \$147,374.28 for the emergency purchase of services and materials to assess and remediate damage caused by flooding at 321 N. Nevada Street, to be reimbursed by insurance in the amount of \$142,374.28 with the City meeting a \$5,000 deductible.

BACKGROUND

On June 14, 2011, a significant portion of the 321 N. Nevada Street Building of the Oceanside Civic Center complex ("Building") was flooded due to a broken water line inside the Building. As a result of this condition, staff immediately contacted its insurance broker, McLarens Young International, Inc. ("Broker"), who recommended contracting with and using Belfor Property Restoration ("Belfor"). Staff then proceeded to contract with Belfor to assess and remediate the damage caused by the flooding.

ANALYSIS

Pursuant to Section IX, Subsection E of Administrative Directive 21, staff entered into a Commercial Services Contract ("Contract") with Belfor for the total amount of \$147,374.28 to perform the required emergency services and structural repairs to the Building. In order to keep the flood-related damage to the Building at a minimum it was necessary to enter into the Contract as expeditiously as possible without following the standard procurement process.

FISCAL IMPACT

Ratification of the emergency Contract with Belfor will allow payment of \$147,374.28 to Belfor for supplies, materials and services provided to remediate the damage to the

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Building caused by the flooding. Said \$147,374.28 will be paid out of City Building Maintenance Account No. 630603851. To offset the payment of \$147,374.28 owed to Belfor, the City received an insurance reimbursement check from its Broker in the amount of \$142,374.28, which was deposited into City Building Maintenance Account No. 630603851.

The difference between the Contract price and the insurance reimbursement check, in the amount of \$5,000, is the deductible amount under the City's insurance policy, which amount will be paid for out of City Building Maintenance Account No. 630603851. There is no need to appropriate additional funds to offset the \$5,000 deductible amount as there are sufficient funds remaining in City Building Maintenance Account No. 630603851 to cover said amount.

COMMISSION OR COMMITTEE REPORT

Does not apply.

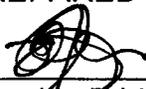
CITY ATTORNEY ANALYSIS

Per Oceanside City Code Section 28A.24(a), emergency purchases and procurements are exempt from the bidding requirements of Chapter 28A of the City Code.

RECOMMENDATION

Staff recommends that the City Council ratify the execution of a contract with Belfor Property Restoration in the amount of \$147,374.28 for the emergency purchase of services and materials to assess and remediate damage caused by flooding at 321 N. Nevada Street, to be reimbursed by insurance in the amount of \$142,374.28 with the City meeting a \$5,000 deductible.

PREPARED BY:



Douglas Eddow
Real Estate Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Teri Ferro, Financial Services Director





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Hayward, CA 94545
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San Jose, CA 95133
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Fax: 408.929.3477

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66 Commerce St
Lodi, CA 95240
877.339.4301
Fax: 209.339.4302

Lake Tahoe
12242 Business Park Dr #5
Truckee, CA 96161
877.587.2416
Fax: 530.587.2057

Fresno
3461 W Holland Ave
Fresno, CA 93722
877.835.0811
Fax: 559.244.0812

San Fernando Valley
21200 Superior St, Unit A
Chatsworth, CA 91311
866.764.4112
Fax: 818.882.7685

~~Anaheim
2820 E White Star Ave
Anaheim, CA 92806
800.421.4112
Fax: 714.632.7688~~

San Diego
11545 Sorrento Valley Rd #308
San Diego, CA 92121
866.421.4144
Fax: 858.847.9878

COMMERCIAL SERVICE CONTRACT
(California)

Contract No. 1

This Commercial Service Contract (the "Contract") is entered into on this 14 day of JUNE, 2011, by and between BELFOR USA Group Inc. ("BELFOR") and City of Oceanside Neighborhood Housing Serv. ("Customer"). This Contract is for reconstruction or restoration services ("Work") provided by BELFOR at the following address (the "Property") 321 N. NEVADA ST. OCEANSIDE, CA. 92054

1. **Contract Documents.** The following documents are attached and incorporated herein by reference:

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit A, Scope of Work
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhibit B, Rate and Materials Schedule or Estimate with a Stipulated Sum
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Advanced Work Authorization
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Change Order

2. **Scope of Work.** BELFOR hereby agrees to act as contractor and furnish all labor, materials, equipment, and subcontracted items reasonably necessary to complete the Work described in the Scope of Work attached as Exhibit A (the "Work"). BELFOR and Customer may make changes to the Work in Exhibit A by executing a Change Order signed by both parties. Environmental sampling and investigation are beyond the scope of BELFOR's duties. If the Work involves mold or microbial contamination, Customer is advised to hire a qualified independent environmental consultant with expertise and training in indoor air quality ("Consultant") to inspect the Property, advise Customer about potential health hazards and prepare a remediation protocol. BELFOR is not responsible for errors or oversights by consultants, engineers or other professionals. BELFOR may, at its option, remove contamination in areas beyond those identified by Consultant. In the event Customer elects not to retain such a Consultant, Customer shall defend and hold BELFOR harmless from any loss or injury from mold or any other environmental condition that would likely have been detected or discovered in a thorough inspection by a diligent indoor air quality expert. Customer understands and acknowledges that the goal of remediation is not to remove all mold spores or bacteria but to bring the concentrations to acceptable levels. BELFOR will be deemed to have accomplished the objectives of

Owner Initials: BELFOR Initials:

remediation when it has met the criteria set forth in *Bioaerosols, Assessment and Control* (ACGIH 1999).

3. **Exclusions.** Unless specifically described in the Contract Documents, BELFOR is not required to:
 - A. Perform code upgrades or repair construction defects or code violations.
 - B. Perform any work (beyond the scope of this Contract) required by any public body, utility or inspector.
 - C. Other: _____

4. **Best Efforts.** BELFOR and Customer acknowledge that the Property which is the subject of the Work has been involved in a fire, flood, or other catastrophe. BELFOR will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee that the Property will be operational or free from defect following completion of the Work.

5. **Commencement and Completion.** The Work shall commence on or about 6/14/11, unless delayed due to circumstances beyond BELFOR's reasonable control. The Work shall continue with reasonable diligence until complete, unless otherwise terminated by the Customer or BELFOR.

6. **Contract Amount.** BELFOR will be paid according to invoices, based upon the BELFOR Rate and Materials Schedule (Exhibit B) or the Estimate with a Stipulated Sum and other fees and expenses, plus any applicable taxes. The Contract Amount may be changed by way of Change Orders signed by both parties.

7. **Assignment of Insurance Proceeds and Limited Power of Attorney.** Customer authorizes and directs each insurer to name BELFOR as a payee on the insurance draft(s) for any Work performed by BELFOR. In consideration of BELFOR funding and performing the Services, Customer hereby irrevocably assigns and transfers to BELFOR the right, title and interest in insurance proceeds paid for BELFOR's Work. Customer agrees to promptly endorse and obtain all other payees' endorsements (other than BELFOR's) on the insurance draft(s) and tender them immediately to BELFOR. Customer hereby directs the insurer to deliver the insurance loss drafts directly to BELFOR at the address indicated above. BELFOR is hereby appointed as Owner's attorney in fact to endorse and deposit in its accounts any insurance checks or drafts relating to the Work.

8. **Invoicing and Payment.**

Customer will pay BELFOR's fees and charges for the Work, together with all applicable federal, state or local taxes, in accordance with the following schedule:

- A. \$ N/A on or before _____
- B. \$ _____ on or before _____
- C. The balance of BELFOR's fees and charges for the Work will be paid within 30 days from the Customer's receipt of the final invoice.

BELFOR's invoices will contain reasonably sufficient supporting documentation. Customer agrees to pay BELFOR within 30 days of the invoice date. Customer agrees to pay all costs of collection of past due payments, including collection agency fees, collection agency commissions, court costs, reasonable attorneys' fees, expert fees and interest at the maximum legal rate. Within a reasonable time of Customer's written request, BELFOR will provide lien releases in the amounts of payments made.

9. **Limited Power of Attorney.** BELFOR is hereby appointed as Owner's Attorney in Fact to endorse and deposit in its accounts any insurance checks or drafts relating to BELFOR's work.
10. **Responsibility for Payment.** Customer understands that BELFOR's Contract is not with Customer's insurance carrier. Customer agrees to make payment to BELFOR for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitled to reimbursement from an insurance carrier or any other source.
11. **Agreed Procedure for Billing Disputes.** Customer will review BELFOR's invoices within ten (10) ^{work in} days of ~~the date of~~ ^{receipt of} the invoice and notify BELFOR of any objection in writing within twenty (20) ^{work in} days of the date of the invoice. The written objection will identify each specific billing entry in dispute and set forth a detailed description of the factual basis for the dispute. Customer will promptly pay all undisputed amounts in full. If no objection is made by Customer within this period of time, it is agreed that the invoice shall be deemed accurate and reasonable and Customer shall be obligated to pay the entire invoice amount. **ANY DISPUTE AS TO AN ITEM ON THE INVOICE THAT IS NOT DELIVERED TO BELFOR WITHIN 20 DAYS FROM DATE OF THE INVOICE SHALL BE EXPRESSLY WAIVED.** ^{work} The existence of the dispute will not alter the obligation to pay interest on the disputed amount as set forth in this agreement, unless Customer receives a court judgment in Customer's favor with respect to such disputed amounts.
12. **Credit Check Authorization.** Customer hereby authorizes BELFOR to make reasonable credit inquiries and to receive any information regarding Customer's financial and credit status from creditors or financial institutions which BELFOR deems relevant. Customer hereby authorizes all such creditors and financial institutions to divulge such information to BELFOR. Customer acknowledges and agrees that credit privileges, if granted, may be withdrawn at any time.
13. **Exclusive Warranty.** BELFOR warrants that the Work shall be free from defects in materials and workmanship for a period of one (1) year from the date of substantial completion of the Work. BELFOR's warranty obligations are limited as set forth in this paragraph. All remediation work performed by BELFOR decontamination technicians shall be free from the return of corrosion and contamination resulting from defects in BELFOR's workmanship. BELFOR does not warrant business operations, and this warranty does not apply to business interruption. This Warranty does not apply to damage caused by normal wear and tear. Any special Warranty must be attached to this Contract. The Warranty takes effect upon BELFOR's receipt of payment in full for the Work. The Warranty period commences on the date of substantial completion of the Work, regardless of when final payment is received. This Warranty is subject to the limits of liability set forth herein. To the maximum extent permitted by law, this warranty is exclusive and is in lieu of all other warranties, express or implied, oral or written, including statutory warranties and warranties against hidden or latent defects.
14. **Mold Notice.** Many believe that the presence of mold creates health risks. Occupants with health complaints are encouraged to seek an examination from an appropriately-qualified professional. BELFOR is not qualified to diagnose medical conditions, and Customer agrees not to interpret any statement by BELFOR as medical advice. It is important that proper diagnosis and treatment of illness not be confused by misdirected attention to indoor air quality issues. Customer understands the importance of prompt drying of water-damaged building materials, and agrees to properly ventilate the structure and take reasonable measures to prevent conditions that lead to mold growth. Customer is advised to seek further information from the United States Environmental Protection Agency at: www.epa.gov and the American Conference of Governmental Industrial Hygienists at:

www.acgih.org. There may be environmental factors and/or other conditions that cause or contribute to mold growth at the Property, the repairs and/or remediation of which are not included in the Work. BELFOR cannot control and therefore is not responsible for these factors or conditions.

15. **Limit of Liability for Mold Remediation.** If BELFOR performs mold remediation under the guidance or direction of a Consultant, BELFOR will have no liability for mold discovered after the Consultant has determined that BELFOR has accomplished the goals of the mold remediation work or has otherwise approved BELFOR's remedial work, orally or in writing. Customer agrees to pursue any such claim solely against the Consultant or other responsible parties.

16. **Safety and Permits.** Both BELFOR and Customer will comply with all applicable governmental regulations, statutes, laws, and local ordinances. At Customer's expense, BELFOR shall obtain all permits required for the Work.

17. **Hazardous Materials.** Disposal of any Hazardous Materials (including specimens or samples) shall be made in the name of the Customer and under any applicable generator number or other identification assigned by the Customer.

18. **Indemnity.** SEE ATTACHED

~~A. **Mutual Indemnity:** Subject to the provisions of §6, above, each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees, insurers and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property and/or the pre-existing conditions to which this Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence or other fault of the indemnifying party.~~

~~B. **Indemnity to BELFOR regarding Environmental Assessors, Engineers and Architects ("Professionals").** To the maximum extent allowed by law, Customer hereby agrees to indemnify and hold harmless BELFOR, its shareholders, directors, officers, employees, insurers, agents and their owners, related and affiliated entities, and BELFOR's subcontractors of any tier (collectively "BELFOR Indemnities") from and against any and all losses, liabilities and damages arising directly or indirectly from: (i) any and all misdiagnosis, errors or omissions by the Professionals, (ii) following or complying or acting in accordance with Professionals' directions, protocols or instructions and (iii) the use or reliance on any Professional's reports, tests or findings.~~

SEE ATTACHED

19. **Insurance.** BELFOR will maintain occurrence-based commercial insurance, including Automobile, Worker's Compensation, General Liability (for both body and property damage) and Pollution Coverage. Upon written request by Customer, BELFOR will produce a Certificate of Insurance naming Customer as an additional insured.

20. **Jurisdiction, Venue and Governing Law.** The parties hereby irrevocably consent to the exclusive jurisdiction of the court of the county in which the Work is performed. This Contract shall be construed in accordance with the laws of the State of California, without giving effect to conflict of laws.

21. **No Consequential Damages.** No party shall in any action or proceeding or otherwise assert any claim for consequential or indirect damages against any other party to this Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of

any other party to this Contract or its agents, subcontractors or employees in the performance of a party's obligations under this contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this Contract, or otherwise, and each party expressly waives any such claims.

22. **Assignment.** Neither BELFOR nor the Customer will assign this Contract without the express written authorization of the other party.
23. **Change Orders.** This Contract and the Exhibits hereto comprise the complete agreement of the parties respecting the Work. No promises, representations, or warranties have been made by either party except as is expressly stated in this Contract and its Exhibits. All modifications to this Contract shall be in a written Change Order, signed by both parties hereto. Customer agrees not to unreasonably withhold approval of Change Orders.
24. **Termination.** If Customer fails to make payment for services rendered under the terms of this agreement, BELFOR reserves the right to terminate the Work and cancel the balance of the Contract.
25. **License Board Information.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.
26. **Arbitration of Disputes.** Any controversy or claim arising out of or related to this Contract or the alleged breach thereof shall be resolved by binding arbitration before an arbitrator mutually agreeable to the parties. If the parties are unable to agree on the selection of an arbitrator within thirty (30) days of either party's written demand for arbitration, then the arbitrator shall be selected by ADR Services, Inc. (www.adrservices.org). Any award of the arbitrator shall be binding, with no right of appeal and may be enforced by a court of competent jurisdiction. The parties shall have the right to motions for summary judgment. Claims within the monetary limit of the small claims court shall be litigated in such court, so long as both parties limit their right to recovery to the jurisdiction of the small claims court.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

I HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT

Owner Initials: 

BELFOR Initials: 

~~DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.~~

Customer Initials: _____ Contractor Initials: AD

27. **Notices.** All notices shall be sent via First Class U.S. Mail and via facsimile addressed to BELFOR USA Group, Inc. at the address and fax number indicated on the first page of this Contract. Notices to Customer shall be sent to:

And by Facsimile to: _____

I have reviewed the terms and conditions set forth above and agree to them, effective on the date set forth above. I warrant and represent that I am authorized to execute this Contract on behalf of the legal owner of the Property.

OWNER:
By: Peter Weiss
Name: PETER WEISS
Title: CITY MANAGER
Date: 6-14-11

BELFOR USA Group, Inc.
By: [Signature]
Name: IZABEL JUSTIN
Title: GENERAL ESTIMATOR
Date: 6/12/11

Print Name of Owner's Authorized Representative):

Owner Initials: PW BELFOR Initials: AD

California, NYC Area

§ I.

Service Line Labor Rates and Considerations

Rate Code	Job Title	Hourly Rate
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Project Management Classifications:

AA	Administrative Assistant	\$ 37.50
PA	Project Auditor	\$ 54.50
APM	Assistant Project Manager	\$ 68.00
HSA	Health & Safety Officer	\$ 75.00
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:^{1,2}

GL	General Labor	\$ 41.00
LF	Labor Foreman	\$ 48.00

¹ These classifications are used throughout other service lines.

Restoration Services (General):¹

RT	Restoration Technician	\$ 62.50
RS	Restoration Supervisor	\$ 68.00

Reconstruction Services:¹

DP	Drywall Installer/Finisher/Painter	\$ 57.50
TF	Trade Foreman	\$ 62.50
CR	Carpenter (General Framer/Finish/Trim/Cabinet/Mechanic)	\$ 68.00
CF	Carpenter Foreman	\$ 72.50

Technical Services (Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold):

TN	Technician	\$ 65.00
TS	Technical Specialist	\$ 72.50
TL	Team Leader	\$ 84.50
TSE	Technical Support Engineer (Chemistry, Electronic, Machinery, Quality Control)	\$ 89.50

Semiconductor Services:

DM	Documentation Manager	\$ 65.00
DPA	Decon Project Auditor	\$ 75.00
DC	Decon Technician	\$ 84.50
DPM	Decon Project Manager	\$ 145.00
DE	Decon Engineer	\$ 164.50

Environmental Services:

HT	Hazmat/Asbestos Technician	\$ 45.00
HLT	Hazmat/Asbestos Lead Technician	\$ 57.00
HEO	Hazmat/Asbestos Equipment Operator	\$ 62.00
HS	Hazmat/Asbestos Supervisor	\$ 71.00

§ 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.



California, NYC Area

§ 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.

§ II. Scheduled Equipment Rental (see § III. 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. 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 (Exhibit B)

Effective Date: October 2007

§ III

ITEMIZED SCHEDULED EQUIPMENT

Equipment Description	Unit	Rate	Equipment Description	Unit	Rate
Accounting Package (laptop, printer)	Ea / Day	\$ 69.00	Jerome Mercury Vapor Analyzer	Ea / Day	\$ 252.50
Air compressor, gas/electric	Ea / Day	\$ 37.00	Ladder, 24', 34' & Extension ladders	Ea / Day	\$ 12.50
Air compressor, tow behind	Ea / Day	\$ 118.50	Ladder, 4', 6', 8', 10 & 12'	Ea / Day	\$ 7.00
Air movers/carpet blowers	Ea / Day	\$ 30.00	Light, Temporary (Demo / Stand / String)	Ea / Day	\$ 24.50
Barriade fencing, 100 feet	100 ft / wk	\$ 37.00	Light, Tower Mobile (400 WT diesel)	Ea / Day	\$ 155.50
Blasting Unit, Agri/Soda	Ea / Day	\$ 648.00	Manometer	Ea / Day	\$ 82.50
Bobcat, Small	Ea / Day	\$ 386.00	Mechanical Gang Box (heavy tools)	Ea / Day	\$ 37.00
Buffer, Floor	Ea / Day	\$ 37.00	Mini-Rae (PID)	Ea / Day	\$ 180.00
Camera, IR	Ea / Day	\$ 489.00	Mop Bucket with wringer	Ea / Day	\$ 2.00
Carpet Cleaning Machine	Ea / Day	\$ 52.50	MSA Passport (O2, LEL, CO, H2S)	Ea / Day	\$ 206.00
Cart, Electronic Decontamination	Ea / Day	\$ 63.00	Oven, Convection Drying (ULT)	Ea / Day	\$ 436.50
Cart, Tilt/Demolition	Ea / Day	\$ 24.50	Oven, Vacuum Drying	Ea / Day	\$ 623.00
Cascade Breathing Air System	Ea / Day	\$ 170.00	Ozone Generator	Ea / Day	\$ 124.50
Chemical Hose, Hazmat	Ea / Day	\$ 226.50	Personal Fall Protection (PFP)	PP / Day	\$ 37.00
Cleaning Room, HEPA filtered	Ea / Day	\$ 978.50	Personal Protection Equipment (PPE)	PP / Day	\$ 18.50
Confined Space Entry System	Ea / Day	\$ 206.00	Personal Respiratory Protection (PRP)	PP / Day	\$ 37.00
Containment System (zipper door)	Ea / Day	\$ 24.50	Personal Sample Pump	Ea / Day	\$ 29.00
Crane, A-Frame (1 ton)	Ea / Day	\$ 139.00	Phone, Project (cellular)	Ea / Day	\$ 29.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	\$ 772.50	Pump, Diaphragm 1", Hazmat	Ea / Day	\$ 206.00
Decon Room	Per Project	\$ 515.00	Pump, Diaphragm 2", Hazmat	Ea / Day	\$ 309.00
Decontamination Shower/Filter	Ea / Day	\$ 144.00	Pump, Sump / Flood	Ea / Day	\$ 34.00
Dehumidification, Dehumidifier - 150 cfm	Ea / Day	\$ 121.00	Pump, Trash with Hose, 2"	Ea / Day	\$ 139.00
Dehumidification, Dehumidifier - 300 cfm	Ea / Day	\$ 272.00	Quality Control Kit (scientific instruments)	Ea / Day	\$ 187.50
Dehumidification, Dehumidifier - 500/600 cfm	Ea / Day	\$ 405.00	Radio, 2 way - Job site communications	Ea / Day	\$ 24.50
Dehumidification, Dehumidifier - 2000/2250 cfm	Ea / Day	\$ 842.50	Reflectoquant Test Device	Ea / Day	\$ 103.00
Dehumidification, Dehumidifier - 3500 cfm	Ea / Day	\$ 1,004.00	Respirator, PAPR	Ea / Day	\$ 82.50
Dehumidification, Dehumidifier - 4500-5000 cfm	Ea / Day	\$ 1,360.50	Sand Blaster	Ea / Day	\$ 39.00
Dehumidification, Dehumidifier - 9000/10000 cfm	Ea / Day	\$ 2,138.50	Sander - Dustless	Ea / Day	\$ 31.00
Dehumidification, Dehumidifier - 15000 cfm	Ea / Day	\$ 3,669.00	Saw, Demo	Ea / Day	\$ 106.00
Dehumidification, Dehumidifier - 1 Ton Spot Cooler	Ea / Day	\$ 161.50	Saw, Power Miter	Ea / Day	\$ 40.00
Dehumidification, Dehumidifier - DX Unit - 20 / 30 ton	Ea / Day	\$ 1,295.50	Scaffolding, Baker	Ea / Day	\$ 28.00
Dehumidification, Dehumidifier - DX Unit 60 Ton	Ea / Day	\$ 2,041.50	Self-Contained Breathing Apparatuses (SCBA), 30 Minute	Ea / Day	\$ 144.00
Dehumidification, Dehumidifier - Chiller 100 to 400 Ton	Ton / Day	\$ 26.00	Self-Contained Breathing Apparatuses (SCBA), 5 Minute	Ea / Day	\$ 113.50
Dehumidification, Dehumidifier, gas fired - 2000/2250 cfm	Ea / Day	\$ 972.50	Sealer, Vacuum	Ea / Day	\$ 273.00
Dehumidification, Dehumidifier, gas fired - 4500/5000 cfm	Ea / Day	\$ 1,620.00	Smoke Machines (small)	Ea / Day	\$ 100.00
Dehumidification, Dehumidifier, gas fired - 9000/10000 cfm	Ea / Day	\$ 2,559.50	Soda Blaster	Ea / Day	\$ 966.00
Dehumidification, Heater - 20 KW	Ea / Day	\$ 160.00	Sponge Jet Blaster	Ea / Day	\$ 224.50
Dehumidification, Heater - 50 KW	Ea / Day	\$ 356.50	Sponge Jet Media Classifier	Ea / Day	\$ 206.00
Dehumidification, Heater - 100 KW	Ea / Day	\$ 486.00	Spray Booth with 2 sinks (portable)	Ea / Day	\$ 187.50
Dehumidification, Heater - 150 KW	Ea / Day	\$ 583.00	Sprayer, Airless H.P. (Wagner)	Ea / Day	\$ 81.50
Dehumidification, Heater - 200 KW	Ea / Day	\$ 939.50	Steam Cleaner	Ea / Day	\$ 243.00
Dehumidification, Heater - 400 KW	Ea / Day	\$ 1,328.50	Tool Box (portable)	Ea / Day	\$ 24.50
Dehumidification, Heater - 600 KW	Ea / Day	\$ 1,815.00	Tool Handling Charge	Per Project	\$ 463.50
Dehumidification, Heater - 1000 KW	Ea / Day	\$ 2,138.50	Tool Set, Electrical (electronic/mechanic)	PP/Day	\$ 24.50
DI Water System	Ea / Day	\$ 40.00	Tool Set, Frame/Demo (passload, saws, etc)	PP/Day	\$ 31.00
Documentation Kit (digital camera/photo printer)	Ea / Day	\$ 69.00	Trailer, Freezer	Ea / Day	\$ 155.50
Dolly/Wheelbarrow	Ea / Day	\$ 8.00	Trailer, Emergency Response, Hazmat	Ea / Day	\$ 309.00
Dry Cleaning Unit (portable)	Ea / Day	\$ 143.00	Truck, Pickup 3/4 Ton, 4x4	Ea / Day	\$ 118.50
Dry Ice Blaster w/Accessories	Ea / Day	\$ 973.50	Truck, 1 Ton 4x4 Liftgate	Ea / Day	\$ 165.00
Electrical Distribution (120 Amp Panel)	Ea / Day	\$ 187.50	Truck/Trailer	Ea / Day	\$ 124.50
Electrical Distribution (Spider Box)	Ea / Day	\$ 75.00	Truck, Moving	Ea / Day	\$ 155.50
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	\$ 412.00	Ultrasonic Bath (large)	Ea / Day	\$ 324.50
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	\$ 224.50	Ultrasonic Bath (small)	Ea / Day	\$ 187.50
ESD Workstation (electro-static discharge)	Ea / Day	\$ 13.00	Ultrasonic Dip Line (1,300 gal)	Ea / Day	\$ 3,365.00
Extension Cord	Ea / Day	\$ 4.50	Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	\$ 63.00
Extraction Unit (portable)	Ea / Day	\$ 155.50	Vacuum, Clean Room	Ea / Day	\$ 154.50
Extraction Unit (Truck or Trailer mount)	Ea / Day	\$ 561.50	Vacuum, HEPA	Ea / Day	\$ 100.00
Floor cleaning system (walk behind)	Ea / Day	\$ 237.00	Vacuum, Upright	Ea / Day	\$ 16.50
Fogger, Commercial	Ea / Day	\$ 112.50	Vacuum, Wet/Dry	Ea / Day	\$ 34.00
Fogger, ULV / Thermal (electric)	Ea / Day	\$ 40.00	Vehicle, Pickup, SUV or Car	Ea / Day	\$ 69.00
Gas Detector, ATI PortaSens II	Ea / Day	\$ 307.00	Vehicle, Van (1 van per 10 people)	Ea / Day	\$ 112.50
Generator (portable)	Ea / Day	\$ 124.50	Washer, High Pressure (cold)	Ea / Day	\$ 100.00
Heater, Electric	Ea / Day	\$ 15.50	Washer, High Pressure (hot)	Ea / Day	\$ 124.50
Heater, Propane/Torpedo	Ea / Day	\$ 55.50	Wet Bench (portable)	Ea / Day	\$ 188.00
HEPA Filtered Hood	Ea / Day	\$ 154.50	Workstation (table, chair, lights, ESD)	Ea / Day	\$ 24.50
HEPA Filtration Unit / Air Scrubber	Ea / Day	\$ 155.50	X-Ray Dryer	Ea / Day	\$ 155.50
HEPA Water Displacement Unit	Ea / Day	\$ 93.50	X-Ray Separation Tank	Ea / Day	\$ 467.50
HVAC Vacuum System	Ea / Day	\$ 486.00			
HVAC Video / Tool Robot	Ea / Day	\$ 504.50			
Injectdry 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			

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.

BELFOR Initial: 

§ III.

ITEMIZED SCHEDULED CONSUMABLES

Consumable Description - Chemicals	Unit	Rate
BELFOR-AC 14 Alkaline Cleaner 14	Gal	\$ 34.00
BELFOR-AC12-C Alkaline Cleaner 12 C	Gal	\$ 92.50
BELFOR-All Natural Citrus Solvent Cleaner	Gal	\$ 34.00
BELFOR-All Purpose Cleaner	Gal	\$ 10.50
BELFOR-All Purpose Spotter	Gal	\$ 22.50
BELFOR-Carpet Rinse & Neutralizer	Gal	\$ 18.50
BELFOR-CD 04-C Complex Deruster 04 C	Gal	\$ 73.00
BELFOR-CD 13 Complex Deruster 13	Gal	\$ 114.50
BELFOR-CIF Citrofix Lemon Scent	Ounce	\$ 1.00
BELFOR-Concentrated Odor Counteractant & Smoke Eliminator	Gal	\$ 31.00
BELFOR-EC 12 Electronics Cleaner	Gal	\$ 30.00
BELFOR-ESL Label Protection Laquer	Ounce	\$ 17.50
BELFOR-Extra Duty Cleaner Degreaser	Gal	\$ 12.50
BELFOR-Fabric Protector	Gal	\$ 40.00
BELFOR-GC General Cleaner	Gal	\$ 28.00
BELFOR-Glass Cleaner	Gal	\$ 8.00
BELFOR-Hand Cleaning Wipes	Tub	\$ 41.00
BELFOR-HD 01 Hand Deruster 01	Gal	\$ 39.00
BELFOR-Lemon Oil Furniture Polish	Gal	\$ 5.00
BELFOR-Liquid Laundry Detergent	Gal	\$ 17.50
BELFOR-LP 40 Light Preserver 40	Gal	\$ 73.00
BELFOR-MPP Metal Polishing Paste	Ounce	\$ 15.50
BELFOR-Multi-Enzyme Spotter-Deodorizer-Protector	Gal	\$ 31.00
BELFOR-Multi-Purpose Restroom Cleaner	Gal	\$ 13.50
BELFOR-NC CR Neutral Cleaner CR	Gal	\$ 122.50
BELFOR-NK One Step Cleaner and Preserver (electrical)	Pint	\$ 12.50
BELFOR-OC24 Organic Cleaner 24	Gal	\$ 46.50
BELFOR-OC62 Organic Cleaner 62	Gal	\$ 32.00
BELFOR-Oil Preserver	Gal	\$ 46.50
BELFOR-One Step Traffic Film Remover	Gal	\$ 13.50
BELFOR-O-SW Oil Black (Elect. Contacts Only)	Ounce	\$ 34.00
BELFOR-PM Polish Milk	Ounce	\$ 5.00
BELFOR-Premium Dish Detergent	Quart	\$ 6.00
BELFOR-Quarry & Hard Tile Cleaner	Gal	\$ 17.50
BELFOR-Rug & Upholstery Shampoo	Gal	\$ 22.50
BELFOR-SD 02 Sulfide Defroster	Gal	\$ 52.50
BELFOR-Traffic & Bonnet Cleaner	Gal	\$ 25.00
BELFOR-Vehicle & Transportation Wash	Gal	\$ 15.50
BELFOR-WP Wax Preserver	Gal	\$ 78.50
Cleaner, HVAC Coil	Gal	\$ 26.00
Isopropyl Alcohol	Gal	\$ 79.50
Nitric Acid, Ultra Pure	Quart	\$ 154.50
Roof Cement	Gal	\$ 18.50
Soot Encapsulant	Gal	\$ 43.50
Soda, Soda Blaster Material	Bag	\$ 35.00
Thermo Fog Deodorizer	Gal	\$ 63.00
Thinner, Paint/Mineral Spirits	Gal	\$ 22.50
Consumable Description	Unit	Rate
Adhesive, Caulk	Tube	\$ 8.00
Adhesive, Remover	Can	\$ 11.50
Apron, Chemical	Ea.	\$ 5.00
Arm Sleeves, Chemical	Ea.	\$ 4.00
Arsenic Test Kit	Per Test	\$ 5.00
Asbestos Glove Bag	Ea.	\$ 34.00
Bags, Anti Static	Ea.	\$ 4.00
Bags, Environmental Trash Bags	Ea.	\$ 3.00
Bags, Insulation machine	Ea.	\$ 31.00
Bags, Trash	Ea.	\$ 0.82
Banner Guard	Roll	\$ 28.00
Blades, Demo (saw, grinder wheels, etc)	Ea.	\$ 18.50
Boots, Chemical PVC	Per Pair	\$ 45.50
Boot Covers, Latex	Per Pair	\$ 10.50
Boxes, Book	Ea.	\$ 5.00
Boxes, Dish Pack	Ea.	\$ 6.00
Boxes, Slip Covers	Ea.	\$ 3.00
Brady Cards	Ea.	\$ 7.00
Breathing Air, Type K Bottle	Ea.	\$ 55.50
Brush, Dispersion (large)	Ea.	\$ 13.50
Brush, Dispersion (small)	Ea.	\$ 5.00
Brush, Scrub (long handle)	Ea.	\$ 11.50
Brush, Non Conduct	Ea.	\$ 10.50
Brushes, Pipe	Ea.	\$ 31.00
Brushes, Wire (large)	Ea.	\$ 7.00
Brushes, Wire (small)	Ea.	\$ 5.00
Cartridge, MSA Combination	Ea.	\$ 16.50
Chloride Quick Test Strips	Ea.	\$ 1.25
Disposable Decontamination Unit	Ea.	\$ 416.00

Consumable Description	Unit	Rate
Duct, Lay Flat (500') with hog rings	Roll	\$ 467.50
Drum, Poly Closed Top, 15 Gallon	Ea.	\$ 42.00
Drum, Poly Open Top, 15 Gallon	Ea.	\$ 45.50
Drum, Steel Closed Top, 15 Gallon	Ea.	\$ 34.00
Drum, Steel Dpen Top, 15 Gallon	Ea.	\$ 36.00
Drum, Poly Closed Top, 30 Gallon	Ea.	\$ 49.50
Drum, Poly Open Top, 30 Gallon	Ea.	\$ 53.50
Drum, Steel Closed Top, 30 Gallon	Ea.	\$ 40.00
Drum, Steel Open Top, 30 Gallon	Ea.	\$ 47.50
Drum, Poly Closed Top, 55 Gallon	Ea.	\$ 70.00
Drum, Poly Open Top, 55 Gallon	Ea.	\$ 76.00
Drum, Steel Closed Top, 55 Gallon	Ea.	\$ 55.50
Drum, Steel Open Top, 55 Gallon	Ea.	\$ 67.00
Drum, Steel Salvage, 85 Gallon	Ea.	\$ 168.00
Drum, Poly Overpack, 95 Gallon	Ea.	\$ 257.50
Drum, Steel Overpack, 110 Gallon	Ea.	\$ 504.50
Dust Mask	Ea.	\$ 2.00
Filter Material	Roll	\$ 119.50
Floor Buffer Pad	Ea.	\$ 12.50
Floor Dry (40#)	Bag	\$ 15.50
Foam Blocks	Ea.	\$ 0.12
Foam Scrubbing Pads	Pak	\$ 51.50
Gloves, Chemical	Per Pair	\$ 9.50
Gloves, Cotton	Per Pair	\$ 2.00
Gloves, Cotton Underliners	Per Pair	\$ 0.26
Gloves, Latex (Surgical/Nitrile)	Box 100	\$ 23.50
Gloves, Leather	Per Pair	\$ 8.00
Gloves, Nylon Inspection	Per Pair	\$ 0.50
HEPA Filters	Ea.	\$ 230.50
Insulation	Foot	\$ 0.37
Inventory Tags	Box	\$ 124.50
Lock Box	Ea.	\$ 45.50
Mop Heads, Cotton	Ea.	\$ 10.50
Mop Heads, Rayon	Ea.	\$ 13.50
Non-Conduct Scrubbers, Green (#7447)	Box	\$ 28.00
Non-Conduct Scrubbers, Maroon (#96)	Box	\$ 78.50
Non-Conduct Scrubbers, White (#98)	Box	\$ 47.50
Plastic Sheeting, 1.5 mil (24 x 200)	Ea.	\$ 43.50
Plastic Sheeting, 3 mil (20 x 100)	Ea.	\$ 52.50
Plastic Sheeting, 6 mil (20 x 100)	Ea.	\$ 81.50
Plastic Sheeting, Carpet Protector	Roll	\$ 81.50
Protective Suits (Acid)	Ea.	\$ 84.50
Protective Suits (Level A, fully encapsulating)	Ea.	\$ 1,570.50
Protective Suits (PolyPro Asbestos)	Ea.	\$ 8.00
Protective Suits (Saranex Chemical)	Ea.	\$ 31.00
Protective Suits (Tyvek)	Ea.	\$ 18.50
Red Resin Paper (200 ft. roll)	Roll	\$ 24.50
Respirator, (N95)	Ea.	\$ 3.50
Respirator, HEPA (P100)	Ea.	\$ 10.50
Respirator, HEPA Replacement Pancake Filter	Ea.	\$ 8.50
Respirator, HEPA + Particulate Replacement Filter	Ea.	\$ 36.00
Sorbent Boom	Ea.	\$ 67.00
Sorbent Pad	Bale	\$ 101.00
Sorbent Pads (Individual)	Ea.	\$ 10.50
Sorbent Pillows	Ea.	\$ 25.50
Sponge (for Sponge jet)	Bag	\$ 46.50
Sponges, Particulate Removal (3/4"x3"x6")	Ea.	\$ 2.00
Spray Bottle w/trigger	Ea.	\$ 4.00
Steel wool	Ea.	\$ 1.06
Sweeping Compound	Lb.	\$ 0.94
Tape, Clean Room	Roll	\$ 24.50
Tape, Gray Duct	Roll	\$ 7.00
Tape, HVAC (Aluminum)	Roll	\$ 30.00
Tape, Painters (blue)	Roll	\$ 8.00
Tape, Poly Box	Roll	\$ 3.00
Towels, Paper	Roll	\$ 2.00
TSP Cleaner	Lb.	\$ 2.00
Vermiculite	Bag	\$ 29.00
Wipes, Cotton Cloth	Lb.	\$ 5.00
Wipes, Lint Free	Pak	\$ 35.00
Wipes, Wipe All	Pak	\$ 12.50
Wipes, Workshop (rags)	Lb.	\$ 4.00
Wipes, Presaturated IPA/DI	Pak	\$ 20.50
Wipes, Standard Clean Room	Pak	\$ 29.00
Wipes, Ultra Clean Room	Pak	\$ 62.00
Wrap, Bubble/Anti Static	Roll	\$ 84.50
Wrap, Shrink	Roll	\$ 59.50

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.

BELFOR Initial: 

Customer Initial: _____

CITY OF OCEANSIDE

CONTRACT SERVICES AGREEMENT

ATTACHMENT

PROJECT: Belfor Property Restoration Services Pertaining to 321 N. Nevada Street, Oceanside, CA 92054

LIABILITY INSURANCE.

- 4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
- 4.2. CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

- 4.3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss

or claim against the CONTRACTOR resulting from any of the CONTRACTOR work.

- 4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 The CONTRACTOR shall provide thirty (30) days written notice to the CITY should the required insurance policy be cancelled before the expiration date. For purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
5. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for

those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

INVOICE



PROPERTY RESTORATION

11545 Sorrento Valley Road, Suite 308
 San Diego, CA 92121
 (858) 847-9886 Fax: (858) 847-9878

CA Contractor's License No. 810553
 Tax ID No. 84-1309171
 Email Contact: trever.austin@us.belfor.com

Date: July 26, 2011

Job Location: City of Oceanside
 321 N. Nevada Street
 Oceanside, CA 92054

Bill To: City of Oceanside - Risk Management Division
 Attn: Sharon L'Heureux
 300 N Coast Highway
 Oceanside, CA 92054

C: Adjuster

Job Number	Date of Loss	Insurance Company	Claim Number	Project Manager	
5310-1-03490	6/14/2011	Chartis	N/A	Trevor Austin	
Invoice Date	Invoice #	Description	Amount	Payment	Balance
7/26/2011	5310-1-03490F	Emergency Services	\$76,265.07		\$76,265.07
7/26/2011	5310-1-03490F	Structure Repairs	\$71,109.21		\$147,374.28
Reminder: Please include the invoice number on your check.			TOTAL NOW DUE		\$147,374.28

TERMS: DUE UPON RECEIPT - PAYMENT IS LATE AFTER 10 DAYS

All unpaid invoices will accrue interest at the rate of 1.5% per month beginning on the 31st day after the invoice date. In the event the customer defaults on the payment pursuant to the credit terms and the account is turned over for collection, the customer is also responsible to pay all collection costs and any legal fees incurred in the collection of all past due monies. **ALSO, WE RESERVE THE RIGHT TO FILE A LIEN ON THE PROPERTY.**

We gladly accept Visa, MasterCard & American Express MAXIMUM \$5,000		<h3>Thank you for your Business!</h3>	
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express			
Name as it appears on card		Billing Zip Code	
Card Number	Exp. Date	PROJECT MANAGER GM Approval: _____ Auditor: _____ Posted: _____	
Authorized Signature	Authorized Amount	Please contact your Project Manager with any questions.	

REQUISITION FC PURCHASE ORDER

City of Oceanside
Financial Services Department

*To Doug for sign. use
8/17/11
Received from Doug 8/24/11
To Peter Weiss
P.O. # 2011-12
NO SHOP TRUCK IN BUDGET*

Vendor Information

Vendor #: _____
Vendor Name: **Belfor Property Restoration**
Address (required): 11545 Sorrento Valley Rd. #308
San Diego, CA 92121
Telephone Number: 858-847-9886

Date: 8/16/2011

Department: **Economic & Community Development - Bldg. Maint.**

Special Instructions: _____

Ship to: _____

Order Information (One Account # per Line Item)

Qty	Unit of Measure	Item Description	Unit Price	Extended Price	G/L Acct #	SLT	Subledger	Bid/Quote Requirement for Purchases & Contract Services
		Emergency Services - 321 N. Nevada		\$76,265.07	630603851.5320			\$10,000 or Less
		Structure Repair - 321 N. Nevada		\$71,109.21	630603851.5320			ATP Requisition not Required
		Emergency services and repairs due to flooding @ 321 N. Nevada						\$10,001 to \$25,000
								\$25,001 to \$49,999
								3 Written Quotes & City Manager's Approval *
								\$50,000 or greater
								Requires City Council Approval
Freight								
Sales Tax								
Total				\$ 147,374.28				

NOTE: *Please allow 3 business days for processing * Attach required documentation*

Requested by: MaryAnne Bruce

Print/Type Name

MaryAnne Bruce
Signature

Approved by:

Doug Eddow / Peter Weiss

Print/Type Name

[Signature]
Signature

Requester's Employee #: 19879

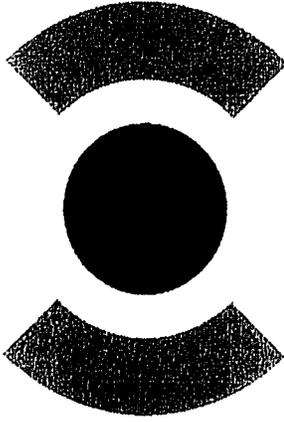
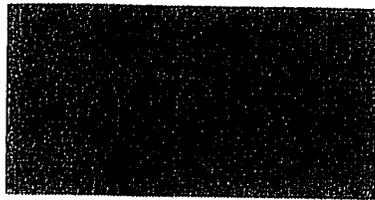
If Greater than \$50K

City Council Agenda
Summary Date: _____

Item #: _____

Doc #: _____

Financial Services Department Use Only



BELFOR

PROPERTY RESTORATION

Job Number
5310-1-03490



City of Oceanside

Emergency Services Invoice

BELFOR (●)

PROPERTY RESTORATION
11545 Sorrento Valley Road, #308
San Diego, CA 92121
Ph: 858.847.9886
Fax: 858.847.9878



City of Oceanside Water Loss

On Tuesday, June 14, 2011, BELFOR responded to a water loss at the City of Oceanside Housing Authority. We met with Sharon L'Heureux of the Risk Management Division, and she agreed to have us perform all of the emergency services on the building.

When we got on scene, we took moisture readings and began mapping out all of the affected areas. All of the contents/file cabinets were wet, and needed to be labeled before they were moved to an unaffected (dry) location. A drying chamber was staged and built on location to dry the wet files.

Drying equipment was set up on this day, all cove base was removed, and water was extracted from the carpet.

On Wednesday June 15, 2011, the carpet was cleaned and then protected. We began with 1' flood cuts on all insulated walls, removed insulation, picked up all debris and hauled away in 6 mil plastic bags. Areas in which there was wallpaper every effort was made to salvage the wallpaper. Manipulation of the documents inside the drying chamber also took place.

On Thursday June 16, 2011, we completed the demolition of all the wet walls, picked up the debris, hauled all away, began hepa vacuuming, sanitizing all exposed areas. All carpet cleaning was completed on this day. We continued manipulation of the documents inside the drying chamber.

On Friday June 17, 2011, we set up 6 different containment zones/areas to segregate one large area from the next, as the Housing Authority wanted separate air clearances from a 3rd party hygienist. All areas were labeled 1-6 for the hygienist. Manipulation of the documents inside the drying chamber also took place.

ET&T performed the testing on Saturday morning June 18, 2011.

Monday June 20, 2011 we received results indicating ET&T wanted us to perform additional flood cuts in Areas 1, 2, 3, and 6. These areas were addressed, detailed cleaned, and sanitized. Manipulation of the documents inside the drying chamber also took place.

On Thursday June 23, 2011, Areas 1, 2, and 6 cleared, however, ET&T still had a concern with Area 3 near the bathroom (origin of the loss).

Friday June 24, 2011, we performed additional demolition in this Area 3, opened up the wall under the sink cabinet, set up additional drying equipment, and sanitized the area. All documents were dry in the drying chamber, and most of all equipment was picked up and delivered back to the warehouse except this small section of Area 3.

Monday June 27, 2011 we received final clearance in Area 3.

The project was completed on Monday, June 27, 2011.

This concludes our work at the above address.

Thank you for this opportunity to be of service in this matter.

Respectfully submitted,

Trever Austin
Senior Project Manager

Invoice Date July 11, 2011

INVOICE 5310103490-01

Bill To: City of Oceanside 300 N. Coast Highway Oceanside, CA 92054	Emergency Services	Job Address: City of Oceanside 321 N. Nevada Street Oceanside, CA 92054
Attention: Sharon L'Heureux CC: Pete Collins, MYI	Insurance Chartis Claim# NA Date of Loss 6/14/2011	

INVOICE

<u>Service Type:</u>	Amount	% Markup	% Markup	Amount	Total Amount
Emergency Services					
Labor-Chartis	\$ 21,222.25	21.000%	\$ 4,456.67	\$ 25,678.92	
Scheduled Equipment	\$ 5,221.00	0.000%	\$ -	\$ 5,221.00	
Scheduled Equipment-Chartis	\$ 35,962.50	21.000%	\$ 7,552.13	\$ 43,514.63	
Scheduled Consumables	\$ 273.75	0.000%	\$ -	\$ 273.75	
Scheduled Consumables-Chartis	\$ 1,093.25	21.000%	\$ 229.58	\$ 1,322.83	
Vendors	\$ 209.87	21.000%	\$ 44.07	\$ 253.94	
Amount Due and Payable	\$ 63,982.62		\$ 12,282.45	\$ 76,265.07	

_____ BELFOR Approval

The Above Charges are consistent with the service performed by BELFOR USA in accordance with the scope of the project.
Any inquiries regarding this invoice should be submitted to us within 10 days of the receipt of this invoice.

INVOICE REMITTANCE

BELFOR USA Group
Attn: Carol Gregersen
2920 E White Star Avenue
Anaheim, CA 92806
Tax ID: 84-1309171

BELFOR Project Number	5310-1-03490
BELFOR Project Name	City of Oceanside
Amount Due	\$76,265.07
Amount Enclosed	

If you have any questions regarding this invoice
Please contact Trever Austin at 714.632.7685

Sharon L'Heureux
City of Oceanside
300 N. Coast Highway
Oceanside, CA 92054

To ensure proper credit please return this portion with your payment

REMIT PAYMENT TO:
BELFOR USA Group
Attn: Carol Gregersen
2920 E White Star Avenue
Anaheim, CA 92806

TO:

Sharon L'Heureux
City of Oceanside - Risk Mgmt Div
300 N Coast Highway
Oceanside, CA 92054

CC:

REFERENCE	INFORMATION	PHONE
INSURANCE COMP	Chartis	
LOSS CAUSE	Water	
TYPE OF LOSS	Water Damage	
SALESPERSON	Trever Austin	
ESTIMATOR	Trever Austin	
BILLING PREPARE	Penney Corona	

INVOICE

5310103490-01

SITE ADDRESS:

City of Oceanside
321 N Nevada Street
Oceanside, CA 92054

BELFOR Project Name	City of Oceanside
BELFOR Project Number	5310-1-03490
BELFOR Invoice Number	5310103490-01
BELFOR Invoice Date	7/11/2011

Phase	Billing Category	Data		
		Sum of Total without Markup	Sum of Markup	Sum of Total With Markup
Contents	Scheduled Equipment	\$ 330.00	\$ -	\$ 330.00
	Scheduled Consumables	\$ 81.50	\$ -	\$ 81.50
	Labor-Chartis	\$ 5,302.50	\$ 1,113.53	\$ 6,416.03
	Scheduled Equipment-Chartis	\$ 3,734.50	\$ 784.25	\$ 4,518.75
	Scheduled Consumables-Chartis	\$ 114.50	\$ 24.05	\$ 138.55
Contents Total		\$ 9,563.00	\$ 1,921.82	\$ 11,484.82
Structure	Scheduled Equipment	\$ 4,891.00	\$ -	\$ 4,891.00
	Scheduled Consumables	\$ 192.25	\$ -	\$ 192.25
	Vendors	\$ 209.87	\$ 44.07	\$ 253.94
	Labor-Chartis	\$ 15,919.75	\$ 3,343.15	\$ 19,262.90
	Scheduled Equipment-Chartis	\$ 32,228.00	\$ 6,767.88	\$ 38,995.88
Scheduled Consumables-Chartis	\$ 978.75	\$ 205.54	\$ 1,184.29	
Structure Total		\$ 54,419.62	\$ 10,360.64	\$ 64,780.26
Total Due and Payable		\$ 63,982.62	\$ 12,282.45	\$ 76,265.07

BELFOR (●) Belfor USA

PROPERTY RESTORATION

2920 E. White Star Ave.
Anaheim, CA 92806
714.632.7685
714.632.7688 Fax
License # 810553

Client: City of Oceanside-Neighborhood Housing Services
Property: 321 N. Nevada St.
Oceanside, CA

Operator Info:
Operator: TAUSTIN

Estimator: Trever Austin

Business: (714) 632-7685

Business: 2920 E. White Star Ave.
Anaheim, CA 92806

Type of Estimate: Water Damage

Date Entered: 6/23/2011

Date Assigned:

Price List: CASD5B_JUN11
Restoration/Service/Remodel

Estimate: CITYOFOCEANSIDE-2

Attached is the scope of repairs for the above mentioned property.

Should you have any questions, please don't hesitate to contact me directly.

Thank you for the opportunity to bid on your project.

Respectfully submitted,

Trever Austin

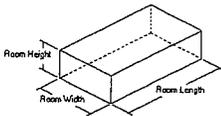
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 714.632.7688 Fax
 License # 810553

CONTINUED - Reception

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
3. Wallpaper Hanger - per hour - Reseam 42 lf of perimeter wallspace 2-3' high	16.00 HR	0.00	65.27	1,044.32
277. Electronic door open switch - Detach & reset	1.00 EA	0.00	46.85	46.85
247. Remove Glue down carpet	431.77 SF	0.48	0.00	207.25
4. Glue down carpet 15 % waste added for Glue down carpet.	496.54 SF	0.00	2.83	1,405.21
5. Cove base molding - rubber or vinyl, 4" high	86.67 LF	0.00	1.76	152.54
6. Content Manipulation charge - per hour	32.00 HR	0.00	46.25	1,480.00
Two men/1 day to dismantle reception desk for carpet, and then 2 men/1 day to reassemble after carpet installation is complete.				
Totals: Reception				5,683.64

Reception Offset

LxWxH 11' 9" x 8' x 8'



316.00 SF Walls	94.00 SF Ceiling
410.00 SF Walls & Ceiling	94.00 SF Floor
10.44 SY Flooring	39.50 LF Floor Perimeter
94.00 SF Long Wall	64.00 SF Short Wall
39.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
250. Floor protection - self-adhesive plastic film	94.00 SF	0.00	0.54	50.76
The plastic film for the floor is to protect the carpet during the drywall and paint repair work.				
7. Drywall replacement per LF - up to 2' tall	27.00 LF	0.00	8.52	230.04
9. Wallpaper Hanger - per hour - Reseam 20 lf of perimeter wallspace 2-3' high	6.00 HR	0.00	65.27	391.62

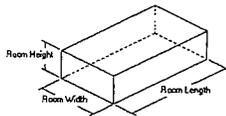
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CONTINUED - JACQUELINE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
19. Paint more than the long wall - two coats - Damaged long wall, short wall, and 1/2 of long wall	261.67 SF	0.00	0.82	214.57
20. Mask and prep for paint - plastic, paper, tape (per LF) - Cabinets, cubicles	38.00 LF	0.00	1.09	41.42
16. Cove base molding - rubber or vinyl, 4" high	33.00 LF	0.00	1.76	58.08
22. Clean and deodorize carpet	157.99 SF	0.00	0.43	67.94
Totals: JACQUELINE				1,101.40

VERNON

LxWxH 11' 3" x 10' 10" x 8'



353.33 SF Walls	121.88 SF Ceiling
475.21 SF Walls & Ceiling	121.88 SF Floor
13.54 SY Flooring	44.17 LF Floor Perimeter
90.00 SF Long Wall	86.67 SF Short Wall
44.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
254. Floor protection - self-adhesive plastic film	121.88 SF	0.00	0.54	65.82
The plastic film for the floor is to protect the carpet during the drywall and paint repair work.				
23. Window blind - horizontal or vertical - Detach & reset, cut around, or manipulate	1.00 EA	0.00	33.79	33.79
25. Batt insulation - 4" - R13	22.00 SF	0.00	0.67	14.74
24. Drywall replacement per LF - up to 2' tall	11.00 LF	0.00	8.52	93.72
226. Texture drywall - light hand texture	45.00 SF	0.00	0.59	26.55
26. Shelving - Detach & reset	8.00 LF	0.00	9.42	75.36
27. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	11.04 LF	0.00	1.09	12.03

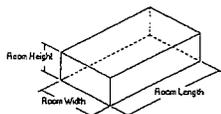
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CONTINUED - MIRNA

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
37. Paint more than the long wall - two coats - Damaged both long walls and short wall	268.00 SF	0.00	0.82	219.76
38. Mask and prep for paint - plastic, paper, tape (per LF) - Cabinets, cubicles	14.00 LF	0.00	1.09	15.26
39. Cove base molding - rubber or vinyl, 4" high	35.00 LF	0.00	1.76	61.60
40. Clean and deodorize carpet	122.78 SF	0.00	0.43	52.80
Totals: MIRNA				876.81

DIANE

LxWxH 13' 9" x 9' 7" x 8'



373.33 SF Walls	131.77 SF Ceiling
505.10 SF Walls & Ceiling	131.77 SF Floor
14.64 SY Flooring	46.67 LF Floor Perimeter
110.00 SF Long Wall	76.67 SF Short Wall
46.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
255. Floor protection - self-adhesive plastic film	131.77 SF	0.00	0.54	71.16
The plastic film for the floor is to protect the carpet during the drywall and paint repair work.				
60. Window blind - horizontal or vertical - Detach & reset, cut around, or manipulate	1.00 EA	0.00	33.79	33.79
42. Batt insulation - 4" - R13	48.00 SF	0.00	0.67	32.16
43. Drywall replacement per LF - up to 2' tall	24.00 LF	0.00	8.52	204.48
228. Texture drywall - light hand texture	93.33 SF	0.00	0.59	55.06
44. Shelving - Detach & reset	8.00 LF	0.00	9.42	75.36
45. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	46.67 LF	0.00	1.09	50.87

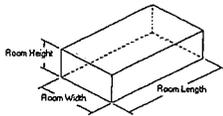
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CONTINUED - STEPHEN

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
56. Mask and prep for paint - plastic, paper, tape (per LF) - Cabinets, cubicles	57.00 LF	0.00	1.09	62.13
57. Cove base molding - rubber or vinyl, 4" high	43.67 LF	0.00	1.76	76.86
58. Clean and deodorize carpet	131.77 SF	0.00	0.43	56.66
Totals: STEPHEN				1,024.66

OPEN OFFICE

LxWxH 18' x 13' x 8'



496.00 SF Walls	234.00 SF Ceiling
730.00 SF Walls & Ceiling	234.00 SF Floor
26.00 SY Flooring	62.00 LF Floor Perimeter
144.00 SF Long Wall	104.00 SF Short Wall
62.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
257. Floor protection - self-adhesive plastic film	234.00 SF	0.00	0.54	126.36
The plastic film for the floor is to protect the carpet during the drywall and paint repair work.				
63. Batt insulation - 4" - R13	62.00 SF	0.00	0.67	41.54
64. Drywall replacement per LF - up to 2' tall	31.00 LF	0.00	8.52	264.12
230. Texture drywall - light hand texture	196.00 SF	0.00	0.59	115.64
66. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	46.50 LF	0.00	1.09	50.69
67. Paint more than the long wall - two coats - Damaged both long walls and short wall	392.00 SF	0.00	0.82	321.44
68. Mask and prep for paint - plastic, paper, tape (per LF) - Cabinets, cubicles	21.00 LF	0.00	1.09	22.89
69. Cove base molding - rubber or vinyl, 4" high	59.00 LF	0.00	1.76	103.84

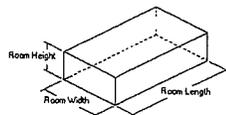
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CONTINUED - Director of Housing

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
78. Cove base molding - rubber or vinyl, 4" high	79.50 LF	0.00	1.76	139.92
79. Clean and deodorize carpet	442.51 SF	0.00	0.43	190.28
269. Content Manipulation charge - per hour	8.00 HR	0.00	46.25	370.00
This is to move all of the file cabinets/contents back into the room at the completion of the repairs.				
Totals: Director of Housing				2,937.34

JOHN LUNBLAD

LxWxH 13' 8" x 9' 7" x 8'



372.00 SF Walls	130.97 SF Ceiling
502.97 SF Walls & Ceiling	130.97 SF Floor
14.55 SY Flooring	46.50 LF Floor Perimeter
109.33 SF Long Wall	76.67 SF Short Wall
46.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
The plastic film for the floor is to protect the carpet during the drywall and paint repair work.				
83. Window blind - horizontal or vertical - Detach & reset, cut around, or manipulate	1.00 EA	0.00	33.79	33.79
84. Batt insulation - 4" - R13	48.00 SF	0.00	0.67	32.16
85. Drywall replacement per LF - up to 2' tall	24.00 LF	0.00	8.52	204.48
232. Texture drywall - light hand texture	93.00 SF	0.00	0.59	54.87
87. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	46.50 LF	0.00	1.09	50.69
88. Paint the walls - two coats	372.00 SF	0.00	0.82	305.04
89. Mask and prep for paint - plastic, paper, tape (per LF) - Cabinets, cubicles	49.00 LF	0.00	1.09	53.41
90. Cove base molding - rubber or vinyl, 4" high	43.50 LF	0.00	1.76	76.56

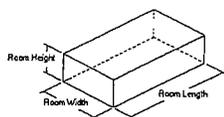
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CONTINUED - CAROLINE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: CAROLINE				932.97

ANGIE

LxWxH 14' x 13' x 8'



432.00 SF Walls			182.00 SF Ceiling	
614.00 SF Walls & Ceiling			182.00 SF Floor	
20.22 SY Flooring			54.00 LF Floor Perimeter	
112.00 SF Long Wall			104.00 SF Short Wall	
54.00 LF Ceil. Perimeter				

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
261. Floor protection - self-adhesive plastic film	182.00 SF	0.00	0.54	98.28
The plastic film for the floor is to protect the carpet during the drywall and paint repair work.				
100. Window blind - horizontal or vertical - Detach & reset, cut around, or manipulate	1.00 EA	0.00	33.79	33.79
101. Batt insulation - 4" - R13	52.00 SF	0.00	0.67	34.84
102. Drywall replacement per LF - up to 2' tall	27.00 LF	0.00	8.52	230.04
234. Texture drywall - light hand texture	108.00 SF	0.00	0.59	63.72
109. Shelving - Detach & reset	8.00 LF	0.00	9.42	75.36
103. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	40.50 LF	0.00	1.09	44.15
104. Paint more than the long wall - two coats - Both long walls and short wall	328.00 SF	0.00	0.82	268.96
105. Mask and prep for paint - plastic, paper, tape (per LF) - Cabinets, cubicles	52.00 LF	0.00	1.09	56.68
106. Cove base molding - rubber or vinyl, 4" high	41.00 LF	0.00	1.76	72.16
107. Clean and deodorize carpet	182.00 SF	0.00	0.43	78.26

 Totals: ANGIE
 CITYOFOCEANSIDE-2

1,056.24

6/23/2011

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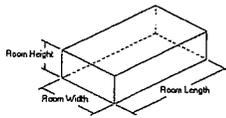
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CONTINUED - MEN

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
No damaged noted in this area.				
Totals: MEN				0.00

SERVER

LxWxH 12' 8" x 6' 7" x 8'

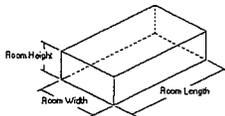


308.00 SF Walls			83.39 SF Ceiling
391.39 SF Walls & Ceiling			83.39 SF Floor
9.27 SY Flooring			38.50 LF Floor Perimeter
101.33 SF Long Wall			52.67 SF Short Wall
38.50 LF Ceil. Perimeter			

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
122. Drywall replacement per LF - up to 2' tall - Double layer (2'x3')	6.00 LF	0.00	8.52	51.12
123. Fill holes created by wall cavity drying	6.00 EA	0.00	1.93	11.58
Totals: SERVER				62.70

ANDI OFFICE

LxWxH 11' 1" x 7' 4" x 8'

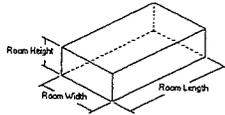


294.67 SF Walls			81.28 SF Ceiling
375.94 SF Walls & Ceiling			81.28 SF Floor
9.03 SY Flooring			36.83 LF Floor Perimeter
88.67 SF Long Wall			58.67 SF Short Wall
36.83 LF Ceil. Perimeter			

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Subroom 1: Offset 1

LxWxH 9' 7" x 3' 9" x 8'

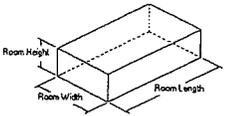


183.33 SF Walls	35.94 SF Ceiling
219.27 SF Walls & Ceiling	35.94 SF Floor
3.99 SY Flooring	22.92 LF Floor Perimeter
76.67 SF Long Wall	30.00 SF Short Wall
22.92 LF Ceil. Perimeter	

Missing Wall: 1 - 3'9" X 8'0" Opens into ANDI HALL Goes to Floor/Ceiling

Subroom 2: Offset 2

LxWxH 11' 6" x 5' 5" x 8'



228.00 SF Walls	62.29 SF Ceiling
290.29 SF Walls & Ceiling	62.29 SF Floor
6.92 SY Flooring	28.50 LF Floor Perimeter
92.00 SF Long Wall	43.33 SF Short Wall
28.50 LF Ceil. Perimeter	

Missing Wall: 1 - 5'4" X 8'0" Opens into ANDI HALL Goes to Floor/Ceiling

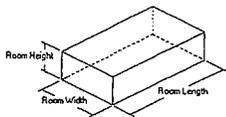
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
264. Floor protection - self-adhesive plastic film	148.03 SF	0.00	0.54	79.94
The plastic film for the floor is to protect the carpet during the drywall and paint repair work.				
133. Batt insulation - 4" - R13	136.00 SF	0.00	0.67	91.12
134. Drywall replacement per LF - up to 2' tall	68.00 LF	0.00	8.52	579.36
237. Texture drywall - light hand texture	307.33 SF	0.00	0.59	181.32
136. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	76.83 LF	0.00	1.09	83.74
137. Paint the walls - two coats	614.67 SF	0.00	0.82	504.03
139. Cove base molding - rubber or vinyl, 4" high	64.83 LF	0.00	1.76	114.10
140. Clean and deodorize carpet	148.03 SF	0.00	0.43	63.65
Totals: ANDI HALL				1,697.26

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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
266. Floor protection - self-adhesive plastic film	69.48 SF	0.00	0.54	37.52
The plastic film for the floor is to protect the carpet during the drywall and paint repair work.				
149. Batt insulation - 4" - R13	56.00 SF	0.00	0.67	37.52
150. Drywall replacement per LF - up to 2' tall	28.00 LF	0.00	8.52	238.56
239. Texture drywall - light hand texture	67.33 SF	0.00	0.59	39.72
151. Shelving - Detach & reset	12.00 LF	0.00	9.42	113.04
152. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	33.67 LF	0.00	1.09	36.70
153. Paint the walls - two coats	269.33 SF	0.00	0.82	220.85
154. Mask and prep for paint - plastic, paper, tape (per LF) - Cabinets, cubicles	42.00 LF	0.00	1.09	45.78
155. Cove base molding - rubber or vinyl, 4" high	30.67 LF	0.00	1.76	53.98
156. Clean and deodorize carpet	69.48 SF	0.00	0.43	29.88
Totals: SHARON				853.55

MAIN HALL

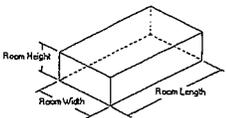
LxWxH 28' 9" x 8' 8" x 8'



566.67 SF Walls	249.17 SF Ceiling
815.83 SF Walls & Ceiling	249.17 SF Floor
27.69 SY Flooring	70.83 LF Floor Perimeter
230.00 SF Long Wall	69.33 SF Short Wall
70.83 LF Ceil. Perimeter	

Subroom 1: Offset 1

LxWxH 20' 6" x 4' x 8'



360.00 SF Walls	82.00 SF Ceiling
442.00 SF Walls & Ceiling	82.00 SF Floor
9.11 SY Flooring	45.00 LF Floor Perimeter
164.00 SF Long Wall	32.00 SF Short Wall
45.00 LF Ceil. Perimeter	

Missing Wall: 1 - 4'0" X 8'0"

Opens into MAIN HALL

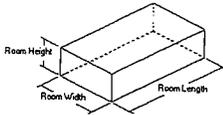
Goes to Floor/Ceiling

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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IT AREA

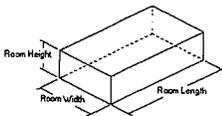
LxWxH 66' x 28' 5" x 8'



1,510.67 SF Walls	1,875.50 SF Ceiling
3,386.17 SF Walls & Ceiling	1,875.50 SF Floor
208.39 SY Flooring	188.83 LF Floor Perimeter
528.00 SF Long Wall	227.33 SF Short Wall
188.83 LF Ceil. Perimeter	

Subroom 1: Offset 1

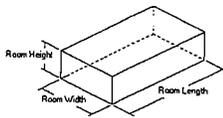
LxWxH 4' 8" x 4' 4" x 8'



144.00 SF Walls	20.22 SF Ceiling
164.22 SF Walls & Ceiling	20.22 SF Floor
2.25 SY Flooring	18.00 LF Floor Perimeter
37.33 SF Long Wall	34.67 SF Short Wall
18.00 LF Ceil. Perimeter	

Subroom 2: Offset 2

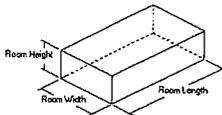
LxWxH 13' 2" x 3' x 8'



258.67 SF Walls	39.50 SF Ceiling
298.17 SF Walls & Ceiling	39.50 SF Floor
4.39 SY Flooring	32.33 LF Floor Perimeter
105.33 SF Long Wall	24.00 SF Short Wall
32.33 LF Ceil. Perimeter	

Subroom 3: Offset 3

LxWxH 21' 7" x 20' 8" x 8'



676.00 SF Walls	446.06 SF Ceiling
1,122.06 SF Walls & Ceiling	446.06 SF Floor
49.56 SY Flooring	84.50 LF Floor Perimeter
172.67 SF Long Wall	165.33 SF Short Wall
84.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
175. Batt insulation - 4" - R13	34.00 SF	0.00	0.67	22.78
176. Drywall replacement per LF - up to 2' tall	17.00 LF	0.00	8.52	144.84
241. Texture drywall - light hand texture	68.00 SF	0.00	0.59	40.12
178. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	65.00 LF	0.00	1.09	70.85
179. Paint the surface area - two coats - Walls of (21'3"x21' x 8' ceiling)	504.00 SF	0.00	0.82	413.28

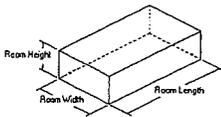
2920 E. White Star Ave.
 Anaheim, CA 92806
 714.632.7685
 714.632.7688 Fax
 License # 810553

CONTINUED - Literary Office

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
205. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	18.25 LF	0.00	1.09	19.89
206. Paint more than the long wall - two coats - Long wall, short wall, and approx. 100 sf of portion of other wall, attempt to match existing	306.00 SF	0.00	0.82	250.92
278. Wall mounted key box - Detach & reset	1.00 EA	0.00	46.85	46.85
207. Mask and prep for paint - plastic, paper, tape (per LF) - Cabinets, cubicles	18.00 LF	0.00	1.09	19.62
208. Cove base molding - rubber or vinyl, 4" high	37.00 LF	0.00	1.76	65.12
209. Clean and deodorize carpet	161.25 SF	0.00	0.43	69.34
Totals: Literary Office				882.93

Literary Tutoring

LxWxH 26' 6" x 21' 5" x 8'



766.67 SF Walls	567.54 SF Ceiling
1,334.21 SF Walls & Ceiling	567.54 SF Floor
63.06 SY Flooring	95.83 LF Floor Perimeter
212.00 SF Long Wall	171.33 SF Short Wall
95.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
268. Floor protection - self-adhesive plastic film	567.54 SF	0.00	0.54	306.47
The plastic film for the floor is to protect the carpet during the drywall and paint repair work.				
212. Drywall replacement per LF - up to 2' tall	6.00 LF	0.00	8.52	51.12
243. Texture drywall - light hand texture	24.00 SF	0.00	0.59	14.16
213. Mask and prep for paint - plastic, paper, tape (per LF) - Ceiling	47.92 LF	0.00	1.09	52.23

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CONTINUED - GENERAL

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
245. Drywall Installer / Finisher - per hour - Material cartage/delivery/hauling - 2 men a day/1st day	16.00 HR	0.00	79.04	1,264.64
270. Content Manipulation charge - per hour	80.00 HR	0.00	46.25	3,700.00
This is 10 people for the day to relocate all of the contents/ file cabinets back into the hallway areas and all of the offices.				
Totals: GENERAL				19,055.44
Line Item Totals: CITYOFOCEANSIDE-2				58,166.62

Grand Total Areas:

12,628.67 SF Walls	6,412.40 SF Ceiling	19,041.06 SF Walls and Ceiling
6,412.40 SF Floor	712.49 SY Flooring	1,557.33 LF Floor Perimeter
4,005.75 SF Long Wall	2,507.75 SF Short Wall	1,542.33 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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Recap by Category

O&P Items		Total Dollars	%	
CABINETS		590.89	0.83%	
CLEANING		1,485.88	2.09%	
CONTENT MANIPULATION		5,550.00	7.80%	
GENERAL DEMOLITION		2,588.26	3.64%	
DRYWALL		11,764.99	16.54%	
ELECTRICAL		181.20	0.25%	
FLOOR COVERING - CARPET		9,155.08	12.87%	
FLOOR COVERING - VINYL		2,262.80	3.18%	
FINISH CARPENTRY / TRIMWORK		1,223.22	1.72%	
FINISH HARDWARE		17.55	0.02%	
HEAT, VENT & AIR CONDITIONING		140.55	0.20%	
INSULATION		736.67	1.04%	
LABOR ONLY		9,704.65	13.65%	
LIGHT FIXTURES		48.40	0.07%	
PLUMBING		304.99	0.43%	
PAINTING		10,104.27	14.21%	
WINDOW TREATMENT		550.64	0.77%	
WALLPAPER		1,756.58	2.47%	
Subtotal		58,166.62	81.80%	
Material Sales Tax	@	8.750%	1,091.05	1.53%
Overhead	@	10.0%	5,925.77	8.33%
Profit	@	10.0%	5,925.77	8.33%
O&P Items Subtotal		71,109.21	100.00%	



**McLarens Young
International**

GLOBAL CLAIMS SERVICES

CITY OF OCEANSIDE

SEP 07 2011

RISK MGMT

180 Montgomery St., Suite 2100
San Francisco, CA 94104-4231
Tel 415 392-6034
Fax 415 392-0213

License #2607078

Karen Cristofani
Account Administrator
Direct Dial: (415) 228-6408
karen.cristofani@mcclarensyoung.com

August 31, 2011

Ms. Sharon L'Heureux
Property/Liability Program Manager
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Re:	Assured:	SANDPIPA/City of Oceanside
	Date of Loss:	June 14, 2011
	Nature of Loss:	Water Damage
	Location of Loss:	Neighborhood Housing Services 321 North Nevada Street, Oceanside, CA 92054
	Partial Payment:	\$142,374.28
	Our File Number:	02.024593.00.C

Dear Ms. L'Heureux:

Attached herewith please find MYI check 067708 in the amount of \$142,374.28, payable to City of Oceanside, representing partial payment on the captioned loss.

Please feel free to contact our office should you have any questions. Thank you.

Best regards,

McLARENS YOUNG INTERNATIONAL

Karen Cristofani
Account Administrator

KC/sd
Enclosure

cc: Bob Frey
ALLIANT INSURANCE

McLARENS YOUNG INTERNATIONAL, INC.

5555 TRIANGLE PARKWAY, SUITE 200
NORCROSS, GA 30092
(770) 448-4680



CHECK NO. **067708**

DATE August 29, 2011

One Hundred Forty Two Thousand Three Hundred Seventy Four and 28/100 Dollars CHECK AMOUNT \$142,374.28

PAY
TO THE
ORDER OF

City of Oceanside

1 - WT

Karen Cristofani
Jyl G. F. E.

⑈067708⑈ ⑆121137522⑆ 1891528521⑈

~~HUB OR BREATHE ON THE PINK LOCK & KE / COINS - COLOR WILL FADE AND THEN REAPPEAR ON AN AUTHENTIC CHECK - IF COLOR DOES NOT FADE DO NOT ACCEPT~~

McLARENS YOUNG INTERNATIONAL, INC.

067708

Check Date: 8/29/2011

Invoice Number	Date	Voucher	MYI File #	Amount	Discounts	Previous Pay	Net Amount
Water Dmg/Partial	6/14/2011	0107280	WT02.024593.00	142,374.28			142,374.28
City of Oceanside							
WT-Pepip USA - 2							
TOTAL				142,374.28			142,374.28

McLARENS YOUNG INTERNATIONAL, INC.

067708