

Board Office Use: Legislative File Info.	
File ID Number	12-0705
Committee	Facilities
Introduction Date	3-28-2012
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date March 28, 2012

Subject Division of Facilities Planning and Management P.O's. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
12-0705	911 Restorations	\$2,541.27	Measure A	P.O. Increase	Claremont Landscaping	6-28-11 thru 8-27-11	Richmond
12-0706	Associate Comfort Systems	\$13,900.00	Fund 35	P.O.	Skyline HS	12-12-11 thru 1-24-12	San Leandro
12-0707	Associate Comfort Systems	\$11,700.00	Fund 35	P.O.	MLK Jr. MS	11-28-11 thru 12-28-12	San Leandro
12-0708	Bay City Mechanical	\$1,051.57	Measure B	P.O.	Chabot ES	2-27-12 thru 12-31-12	Richmond
12-0709	Best In the West Construction Cleanup	\$2,200.00	Measure B	P.O.	Elmhurst Mod	1-16-12 thru 6-30-12	Hayward
12-0710	California Business Systems	\$1,945.00	Measure A	P.O.	Facilities	1-3-12 thru 1-13-14	Oakland
12-0713	CDW-G	\$1,959.83	Measure B	P.O.	Urban Promise	3-1-12 thru 5-1-12	Verono Hills, IL
12-0714	Clearwire	\$1,285.00	Measure B	P.O.	Madison Health Centger	2-13-12 thru 12-31-12	San Jose
12-0715	Diablo Boiler	\$2,327.39	Measure B	P.O.	Chabot New Classroom	1-30-12 thru 12-31-12	Antioch
12-0717	Elation Systems	\$1,380.00	Measure B	P.O. Increase	Labor Compliance	6-30-11 thru 7-1-12	Oakland
12-0718	Eric Young	\$450.00	Measure A	P.O.	Elmhurst	3-2-12 thru 3-2-12	Oakland
12-0716	IVS Computer Technology	\$8,375.33	Measure A	P.O.	Claremont Landscaping	12-19-11 thru 12-30-11	Bakersfield
12-0719	JDH Corrosin Consultants, Inc.	\$5,750.00	Measure B	P.O.	Montclair New Classroom	12-21-11 thru 5-1-12	Concord
12-0720	Leo's Professional Audio, Inc.	\$19,143.40	Measure B	P.O.	Highland ES	4-1-12 thru 8-15-12	Oakland
12-0721	Macy Movers, Inc.	\$5,610.00	Measure B	P.O.	Lowell Mod	3-1-11 thru 3-30-11	Oakland



OAKLAND UNIFIED SCHOOL DISTRICT

121-0724	Maxut	\$2,042.25	Measure A	P.O.	Facilities	2-7-12 thru 2-16-12	Oakland
12-0726	North American Fence & Railing	\$425.00	Developer Fees	P.O.	Garfield Portable	10-15-2011 thru 2-29-12	Oakland
12-0727	PG&E Integrated Processing Center	\$5,000.00	Fund 35	P.O.	Facilities	1-4-12 thru 2-4-12	San Francisco
12-0728	PG&E Integrated Processing Center	\$150,000.00	Fund 35	P.O.	Facilities	12-15-11 thru 2-15-12	San Francisco
12-0729	Reed Brothers	\$348.86	Measure B	P.O.	Lowell Mod	2-14-12 thru 2-14-12	Oakland
12-0730	Safeplay by Design, Inc.	\$1,600.00	Measure B	P.O.	Laurel CDC	5-1-12 thru 12-31-13	Elk Grove
12-0731	Safeplay by Design, Inc.	\$900.00	Measure B	P.O.	Stonehurst CDC	5-1-12 thru 8-1-13	Elk Grove
1209732	Snader Associates	\$25,000.00	Fund 35	P.O.	La Escuelita	3-1-12 thru 12-31-12	San Rafael
11-3023	Southwest Interiors	\$45,000.00	Measure B	P.O.	Montera Mod	8-25-11 thru 8-25-12	Auburn
12-0733	SunEnergy	\$6,402.63	Fund 35	P.O.	Chabot Caldecott Tunnel Grant	2-13-12 thru 12-31-12	Oakland

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

Board Office Use: Legislative File Info.	
File ID Number	12-0705
Committee	Facilities
Introduction Date	3-14-2012
Enactment Number	
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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date March 14, 2012

Subject Amendment No. 1, Purchase Order - 911 Restorations- Claremont Landscaping Project

Action Requested Approval by the Board of Education of Amendment No. 1, Purchase Order with 911 Restorations for Water Clean-up Services on behalf of the District at Claremont Middle School Landscaping Project, in an amount not-to exceed \$2,541.27, increasing previous contract amount from \$41,735.89 to a not to exceed amount of \$44,277.16. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Claremont Middle School incurred water damage from a sudden rain on June 28, 2011 right after contract work had removed all the roofing. The vendor responded on emergency status to contain and remove water intrusion and remained on contract as official agent to determine all dry conditions were obtained and all potential spores mold conditions alleviated.

Local Business Participation Percentage 0.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 1, Purchase Order with 911 Restorations for Water Clean-up Services on behalf of the District at Claremont Middle School Landscaping Project, in an amount not-to exceed \$2,541.27, increasing previous contract amount from \$41,735.89 to a not to exceed amount of \$44,277.16. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

GO Bond-Measure A

Attachments

- Independent Contractors Agreement including scope of work

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **911 Restorations**. OUSD entered into an Agreement with CONTRACTOR for services on **June 28, 2011**, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. **x The scope of work has changed.**

If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.

The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide emergency response to contain and remove water intrusion at Claremont Middle School resulting from sudden rains. Remove wet roof insulation and ceiling tiles, relocate furniture and learning resources for repair access, provide temporary storage containers, return furniture and resources to original locations when repairs are complete. Monitor and supervise dry-out process, take moisture readings, evaluate mold conditions.

2. **Terms (duration):** **X The term of the contract is unchanged.** The term of the contract has changed.

If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.

3. **Compensation:** The contract price is unchanged. **x The contract price has changed.**

If the compensation is changed: The contract price is amended by

x Increase of \$2,541.27 to original contract amount

Decrease of \$_____ to original contract amount

and the new contract total is **Forty-four thousand, two hundred seventy-seven dollars and no cents (\$44,277.16)**

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London, President, Board of Education Date _____

Edgar Rakestraw, Jr., Secretary Date _____
Board of Education Date _____

Timothy White, Associate Superintendent Date _____
Facilities, Planning and Management

CONTRACTOR

Contractor Signature Date _____

Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: 911 Restorations

Billing Rate: Two thousand, five hundred forty-one dollars and twenty-seven cents (\$2,541.27)

Description of Services to be Provided

1. Description of Services to be Provided

Cleanup of water damage.

2. Specific Outcomes:

The gym floor was ruined in a sudden rain storm last year and effects all the student population at Claremont who uses the gym on an ongoing basis.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input checked="" type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

**OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM**

DATE SUBMITTED: ~~8/29/2011~~ 1.26.12
SUBMITTED BY: Calvin Ransom Rocky Bolton

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

1.) A/E (Architect and Engineers) Contract	<input type="checkbox"/>	5.) "Small" (under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record Contract)	<input type="checkbox"/>	6.) Resolution Awarding Bid and Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services - Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services (Amendment #1)	<input type="checkbox"/>	8.) Purchase Order	<input checked="" type="checkbox"/>

V060552

File ID No. 12-0709
Introduction Date 3-28-2012
Enactment No. _____
Enactment Date _____

Timothy E. White Asst. Superintendent Date _____
Tadashi Nakadegawa Facilities Director Date _____
Vendor Number: _____
Fiscal Year: 2011-2012
P.O. Under \$50K: _____
Date Processed: 2-14-
To: MB Total P.O. DRage

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE:

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
0.00%	0.00%	0.00%	0.00%

SECTION III. AGREEMENT INFORMATION:

Project Name:	Claremont Claremont Landscaping	Project No:	07088 2019303891-5670
Vendor Name:	911 Restorations	Vendor Contact:	Jacqueline Romero
Vendor Phone Number:	(510) 526-1137	Vendor Mailing Address:	5327 Jacuzzi St. #4P Richmond, CA 94804
Agreement Start and Stop Dates:	Start: 6/28/2011 Stop: 8/27/2011	Amounts:	Current Contract Amount: \$41,735.89 Not to Exceed Amount: \$2,541.27 Revised Contract Amount: \$44,277.16
Has Work Started?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes give an explanation: emergency response to rain intrusion	Has Work Been Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date: _____
Certificate of Insurance Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Date provided: _____	

Jackie@911 Restorations

For Construction Contracts >\$15,000, please provide or attach the following:

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents)
 - 2) Date(s) of Bid Advertisement -
 - 3) Date of Bid Opening -
 - 4) Name of Architect -
 - 5) Liquidated damages per day - \$
 - 6) Performance Bonds Attached
 - 7) Payment Bonds Attached
- (Sections 6 and 7 to be completed by Contract Administration department)

Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal.
Emergency response to contain and remove water intrusion at Claremont MS resulting from sudden rains. Remove wet roof insulation & ceiling tiles, relocate furniture and learning resources for repair access, provide temporary storage containers, return furniture and resources to original locations when repairs complete. Monitor & supervise dry-out process, take moisture readings, evaluate mold conditions

Discussion Info: (Needed to prepare Executive Summary) (Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed

Claremont MS incurred water damage from sudden rain on 6/28/11 right after contract work had removed all roofing. The vendor responded on emergency status to contain and remove water intrusion and remained on contract as official agent to determine all dry conditions were obtained and all potential sporous mold conditions alleviated.

RECEIVED

Funding Source: _____

Budget Number: _____

1-31-2012

**OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM**

SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST

1.)	<p>Specialty Service: This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p>	
2.)	<p>District Discretion under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.</p>	
3.)	<p>Futility: It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)</p>	
4.)	<p>Field Test / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
5.)	<p>Product Match/(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
6.)	<p>Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
7.)	<p>Emergency Repair / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means 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.</p>	✓



911 Restoration
WATER * FIRE * MOLD

FREE (888)243-6653

WWW.911RESTORATION.COM

5327 Jacuzzi St #4P
Richmond, CA 94804

*Refer to
to calan*

INVOICE

Date	Invoice #
6/28/2011	1005936-2

CURRENT DATE

Bill To:

Oakland Unified School District
5750 College Ave
Oakland CA 94618

PROJECT NAME CLAREMONT LANDSCAPE
 PROJECT NO. 07088
 RES NO./TRA ACTION DATE _____
 CO. _____
 PM AUTHORIZATION Calvin Ransom 11/16/2011
 AMT TO BE PAID \$ 2,541.27
 SENT TO: EAC B&G OTHER _____

PLANNING
 DEPARTMENT
 NOV 17 P 12:25
 STREET
 94601

		P.O. #	Terms	Due Date	
Item	Quantity	Description	Rate	Serviced	Amount
Water Damage		As Per <u>Xactimate</u>			2,541.27
Thank you for your business			Total		\$2,541.27
			Payments/Credits		\$0.00
			Balance Due		\$2,541.27

Phone #	Fax #	Email
1-510-526-1137	1-510-439-2864	SF@911restoration.com

Board Office Use: Legislative File Info.	
File ID Number	11-3006
Committee	Facilities
Introduction Date	12-6-2011
Enactment Number	11-2515
Enactment Date	12-14-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date December 14, 2011

Subject Division of Facilities Planning and Management P.O. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
11-3006	911 Restoration	\$41,725.89	GO Bond-Measure A	P.O.	Claremont Landscaping	6-28-2011 thru 8-27-2011	Richmond
11-3007	ABC School Equipment	\$355.00	GO Bond-Measure B	P.O.	Jefferson New Building	9-16-2011	Corona
11-3008	Alarcon Bohm	\$7,949.13	Special Reserve Fund	P.O.	Claremont HVAC Replacement	9-27-2011	Oakland
11-3009	Alcal Specialty Contracting, Inc.	\$1,925.00	GO Bond-Measure B	P.O.	Madison Modernization (HVAC)	9-15-2011 thru 12-31-2011	Fremont
11-3010	AON	\$3,500.00	Special Reserve Fund	P.O.	La Escuelita Educational Complex	9-26-2011 thru 10-26-2011	Concord
11-3011	BT Mancini	\$881.00	GO Bond-Measure B	P.O.	Oakland HS Mod	12-1-2011 thru 3-30-2011	Milpitas
11-3012	Campus Security Solutions	\$4,921.08	GO Bond-Measure B	P.O.	Prescott ES Mod	10-21-2011 thru 12-31-2011	Campbell
11-3013	Chussy International	\$370.00	GO Bond-Measure A	P.O.	Division of Facilities, Planning and Management	9-21-2011 thru 9-21-2011	Oakland
11-3014	Energy Systems	\$1,950.00	Country School Facilities	P.O.	Downtown Educational Complex Relocation	9-30-2011 thru 9-30-2012	Stockton
11-3015	Graybar	\$2,958.66	GO Bond-Measure B	P.O.	Frick Wellness Center	9-26-2011 thru 9-30-2011	Dublin
11-3016	Janakes Electric Inc.	\$5,200.00	Special Reserve Fund	P.O.	Claremont HVAC Replacement	8-25-2011 thru 9-1-2011	Redwood City
11-3017	Kam Yan and	\$4,500.00	County School	P.O.	Carter	9-1-2011	Oakland



OAKLAND UNIFIED
SCHOOL DISTRICT

	Associates		Facilities Fund				
11-3018	KW Engineering	\$32,720.00	GO Bond-Measure B	P.O.	Baseball Scoreboard Division of Facilities, Planning and Management	thru 6-30-2012 12-1-2011 thru 3-30-2012	Oakland
11-3019	Noodle, Inc.	\$1,819.00	GO Bond-Measure B	P.O.	Oakland HS Health	8-12-2010 thru 8-31-2011	Oakland
11-3020	North American Fence & Supply, Inc.	\$9,461.00	GO Bond-Measure B	P.O.	Havenscourt Interim Dining	8-30-2011 thru 12-31-2011	Oakland
11-3021	Polk Communications	\$2,775.00	GO Bond-Measure A	P.O.	Claremont MS Landscaping	8-21-2011 thru 11-30-2011	Oakland
11-3022	ServeSmart	\$3,275.00	GO Bond-Measure B	P.O.	Oakland HS Mod	10-1-2011 thru 10-31-2011	El Cajon
11-3024	Sterling Environmental Corp.	\$21,160.00	Special Reserve Fund	P.O.	Claremont HVAC Replacement	7-15-2011 thru 7-22-2011	Oakland
11-3026	Tot Turf	\$32,000.00	Special Reserve Fund	P.O.	Melrose Play Structure Repair	9-15-2011 thru 12-31-2011	Oakland
11-3027	Tri-Net & McNamara Services Co.	\$8,412.31	GO Bond-Measure B	P.O.	Elmhurst MS Modernization-Auditorium	9-29-2011 thru 12-31-2011	Los Gatos
11-3028	Tri-Net & McNamara Services Co.	\$3,504.92	GO Bond-Measure B	P.O.	Madison MS Health Center	9-19-2011 thru 12-31-2011	Los Gatos

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management to OUSD school sites.



OAKLAND UNIFIED
SCHOOL DISTRICT

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

DATE SUBMITTED: 8/29/2011
 SUBMITTED BY: Calvin Ransom

SECTION I TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

1.) A/E (Architect and Engineers) Contract	<input type="checkbox"/>	5.) "Small" (under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record Contract)	<input type="checkbox"/>	6.) Resolution Awarding Bid and Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services - Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services	<input type="checkbox"/>	8.) Purchase Order	<input checked="" type="checkbox"/>

Vendor Number: _____
 Fiscal Year: 011-2012
 P.O. Under \$50K: _____
 Date Processed: 10-25-2011
 To: MB 103 To DR: _____

[Signature]
 Timothy E. White
 Asst. Superintendent

Date

[Signature]
 Tadashi Nakadegawa
 Facilities Director

Date

SECTION II LOCAL BUSINESS PARTICIPATION PERCENTAGE:

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
0.00%	0.00%	0.00%	0.00%

2019303891-6274

SECTION III AGREEMENT INFORMATION:

Project Name:	Claremont HVAC Replacement <u>LANDSCAPING</u>	Project No:	07056 <u>07088</u> <u>10/10/11</u>
Vendor Name:	911 Restoration	Vendor Contact:	Jacqueline Romero
Vendor Phone Number:	(510) 526-1137	Vendor Mailing Address:	5327 Jacuzzi St. #4P Richmond, CA 94804
Agreement Start and Stop Dates:	Start: 6/28/2011 Stop: 8/27/2011	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$41,735.89 Revised Contract Amount: \$0.00
Has Work Started?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes give an explanation: Emergency	Has Work Been Completed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date: _____

LEGISLATIVE FILE
 File ID No. 11-3076
 Introduction Date 12-6-2011

Certificate of Insurance Attached Yes No Date provided 11-25-11
 Attachment No. 11-2515
 Enactment Date 12-14-11
59

For Construction Contracts >\$15,000, please provide or attach the following:

- Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents)
 - Date(s) of Bid Advertisement Certified: [Signature]
 - Date of Bid Opening - [Signature]
 - Name of Architect - [Signature]
 - Liquidated damages per day Edgar Rakestraw, Jr., Sec. Board of Education
 - Performance Bonds Attached 200.00
 - Payment Bonds Attached
- (Sections 6 and 7 to be completed by Contract Administration department)

Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal.
Emergency response to contain and remove water intrusion at Claremont MS resulting from sudden rains. Remove wet roof insulation & ceiling tiles, relocate furniture and learning resources for repair access, provide temporary storage containers, return furniture and resources to original locations when repairs complete. Monitor & supervise dry-out process, take moisture readings, evaluate mold conditions

Discussion Info: (Needed to prepare Executive Summary) (Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed.
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Funding Source: _____

Budget Number: [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST

1.)	<p>Specialty Service: This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p>	
2.)	<p>District Discretion under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.</p>	
3.)	<p>Futility: It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)</p>	
4.)	<p>Field Test / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
5.)	<p>Product Match/(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
6.)	<p>Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
7.)	<p>Emergency Repair / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means 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.</p>	✓



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OAKLANDUNIFIEDSCHOOL

OAKLANDUNIFIEDSCHOOL

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Cleaning & Remediation - Supervisory - per hr-All days non after Hour	30.00 HR	0.00	57.58	1,727.40
Water Extraction & Remediation Technician - after hours- 7/3/11	6.00 HR	0.00	80.90	485.40
Content Manipulation charge - per hour content manipulation Dates:7/22/11, 8/9/11, 8/11/11 (within school not part of pack out and pack back)	51.00 HR	0.00	48.77	2,487.27
Cleaning & Remediation - Supervisory - after hrs.	8.00 HR	0.00	86.46	691.68
Equip. setup, take down & monitoring - after hrs-7/3/11	2.00 HR	0.00	80.90	161.80
Equipment setup, take down, and monitoring (hourly charge)	16.00 HR	0.00	53.88	862.08
Daily temperature and humidity- reading and equipment monitoring				
PACKOUT:				
On-Site Evaluation and or Supervisor/Admin - per hour	8.00 HR	0.00	57.58	460.64
Content Manipulation charge - per hour - after hours	40.00 HR	0.00	69.67	2,786.80
Content Manipulation charge - per hour	40.00 HR	0.00	48.77	1,950.80
5 technicians two days Pack out (on site supervisor) -Include inventory				
Haul debris - per pickup truck load - including dump fees	4.00 EA	149.50	0.00	598.00
Job-site stor. container - pick up/del. charge (each way)-two units	4.00 EA	0.00	150.00	600.00
Job-site storage container - 20' long per month-two containers	4.00 MO	0.00	179.69	718.76
Provide box & tape - medium size	60.00 EA	0.00	2.98	178.80
Bubble Wrap - Add-on cost for fragile items	150.00 LF	0.00	0.17	25.50
Equipment setup, take down, and monitoring (hourly charge) 7/22, 25/11	2.00 HR	0.00	53.88	107.76
Equip. setup, take down & monitoring - after hrs 7/23/11	1.00 HR	0.00	80.90	80.90
Pack Back				
Content Manipulation charge - per hour - after hours	58.00 HR	0.00	69.67	4,040.86
On-Site Evaluation and/or Supervisor/Admin - per hour	14.50 HR	0.00	57.58	834.91



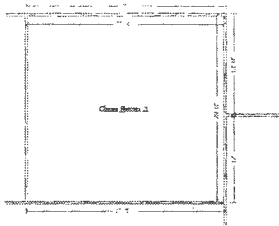
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CONTINUED - OAKLANDUNIFIEDSCHOOL

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Total: OAKLANDUNIFIEDSCHOOL				18,799.36

Main Level



Class Room 3 Height: 8'

848.00 SF Walls			701.25 SF Ceiling	
1,549.25 SF Walls & Ceiling			701.25 SF Floor	
77.92 SY Flooring			106.00 LF Floor Perimeter	
106.00 LF Ceil. Perimeter				

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Air mover (per 24 hour period) - No monitoring	8.00 EA	0.00	30.05	240.40

Totals: Class Room 3				240.40
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Class Room 5 Height: 8'

848.00 SF Walls			701.25 SF Ceiling	
1,549.25 SF Walls & Ceiling			701.25 SF Floor	
77.92 SY Flooring			106.00 LF Floor Perimeter	
106.00 LF Ceil. Perimeter				

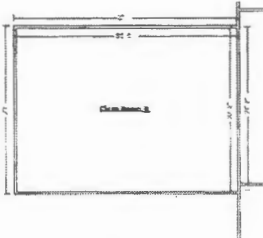
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XXLarge- No monitoring	8.00 EA	0.00	133.00	1,064.00
Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	8.00 DA	0.00	120.00	960.00
Dehumidifier (per 24 hour period) - XXLarge- No monitoring-7/22,23,24,25/11	4.00 EA	0.00	133.00	532.00

Totals: Class Room 5				2,556.00
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Class Room 8

Height: 8'

848.62 SF Walls	685.82 SF Ceiling
1,534.44 SF Walls & Ceiling	685.82 SF Floor
76.20 SY Flooring	106.08 LF Floor Perimeter
106.08 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XXLarge- No monitoring	8.00 EA	0.00	133.00	1,064.00
Totals: Class Room 8				1,064.00



Class Room 1

Height: 8'

999.33 SF Walls	982.54 SF Ceiling
1,981.87 SF Walls & Ceiling	982.54 SF Floor
109.17 SY Flooring	124.50 LF Floor Perimeter
127.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Missing Wall: 1 - 2' 6" X 6' 8" Opens into CLOSET				
Dehumidifier (per 24 hour period) - XXLarge- No monitoring	8.00 EA	0.00	133.00	1,064.00
Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	8.00 DA	0.00	120.00	960.00
Totals: Class Room 1				2,024.00



Class Room 7

Height: 8'

868.83 SF Walls	723.85 SF Ceiling
1,592.68 SF Walls & Ceiling	723.85 SF Floor
80.43 SY Flooring	108.60 LF Floor Perimeter
108.60 LF Ceil. Perimeter	

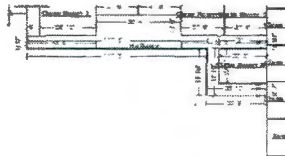


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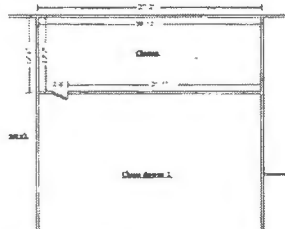
CONTINUED - Class Room 7

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XXLarge- No monitoring	8.00 EA	0.00	133.00	1,064.00
Negative air fan/Air scrubber (24 hr period) - No monit.	8.00 DA	0.00	75.50	604.00
Dehumidifier (per 24 hour period) - XXLarge- No monitoring 7/22,23,24,25/11	4.00 EA	0.00	133.00	532.00
Totals: Class Room 7				2,200.00



Hallway		Height: 8'
3,840.46 SF Walls	2,492.85 SF Ceiling	
6,333.31 SF Walls & Ceiling	2,492.85 SF Floor	
276.98 SY Flooring	480.06 LF Floor Perimeter	
480.06 LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XLarge - No monitoring	8.00 EA	0.00	101.25	810.00
Dehumidifier (per 24 hour period) - XXLarge- No monitoring	8.00 EA	0.00	133.00	1,064.00
Totals: Hallway				1,874.00



Closet		Height: 8'
766.67 SF Walls	447.39 SF Ceiling	
1,214.06 SF Walls & Ceiling	447.39 SF Floor	
49.71 SY Flooring	95.42 LF Floor Perimeter	
97.92 LF Ceil. Perimeter		

Missing Wall: 1 - 2' 6" X 6' 8" Opens into CLASS_ROOM_1 Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
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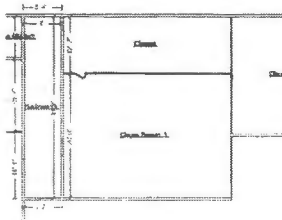


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CONTINUED - Closet

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XLarge - No monitoring	8.00 EA	0.00	101.25	810.00
Air mover (per 24 hour period) - No monitoring-2 Units 8 days	16.00 EA	0.00	30.05	480.80
Dehumidifier (per 24 hour period) - XXLarge- No monitoring 7/22,23/11	2.00 EA	0.00	133.00	266.00
Totals: Closet				1,556.80

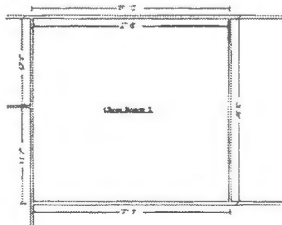


Hallway1

Height: 8'

755.01 SF Walls	313.50 SF Ceiling
1,068.51 SF Walls & Ceiling	313.50 SF Floor
34.83 SY Flooring	94.38 LF Floor Perimeter
94.38 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - Large - No monitoring	8.00 EA	0.00	71.00	568.00
Totals: Hallway1				568.00



Class Room 2

Height: 8'

848.00 SF Walls	701.25 SF Ceiling
1,549.25 SF Walls & Ceiling	701.25 SF Floor
77.92 SY Flooring	106.00 LF Floor Perimeter
106.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XXLarge- No monitoring	8.00 EA	0.00	133.00	1,064.00
Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	8.00 DA	0.00	120.00	960.00



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CONTINUED - Class Room 2

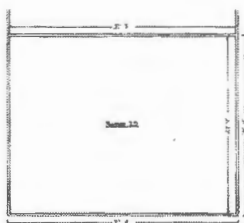
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Class Room 2				2,024.00



Class Room 6 Height: 8'

868.83 SF Walls			723.85 SF Ceiling	
1,592.68 SF Walls & Ceiling			723.85 SF Floor	
80.43 SY Flooring			108.60 LF Floor Perimeter	
108.60 LF Ceil. Perimeter				

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Air mover (per 24 hour period) - No monitoring	8.00 EA	0.00	30.05	240.40
Dehumidifier (per 24 hour period) - XLarge - No monitoring	8.00 EA	0.00	101.25	810.00
Totals: Class Room 6				1,050.40



Room 10 Height: 8'

870.67 SF Walls			728.12 SF Ceiling	
1,598.78 SF Walls & Ceiling			728.12 SF Floor	
80.90 SY Flooring			108.83 LF Floor Perimeter	
108.83 LF Ceil. Perimeter				

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XLarge - No monitoring	8.00 EA	0.00	101.25	810.00
Air mover (per 24 hour period) - No monitoring	8.00 EA	0.00	30.05	240.40
Totals: Room 10				1,050.40



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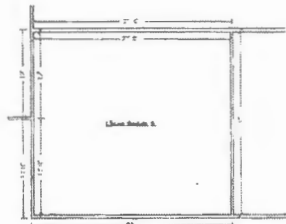


Class Room 9

Height: 8'

870.67 SF Walls	728.12 SF Ceiling
1,598.78 SF Walls & Ceiling	728.12 SF Floor
80.90 SY Flooring	108.83 LF Floor Perimeter
108.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - Large - No monitoring	8.00 EA	0.00	71.00	568.00
Totals: Class Room 9				568.00



Class Room 4

Height: 8'

848.00 SF Walls	701.25 SF Ceiling
1,549.25 SF Walls & Ceiling	701.25 SF Floor
77.92 SY Flooring	106.00 LF Floor Perimeter
106.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XXLarge- No monitoring	8.00 EA	0.00	133.00	1,064.00
Air mover (per 24 hour period) - No monitoring	8.00 EA	0.00	30.05	240.40
Totals: Class Room 4				1,304.40
Total: Main Level				18,080.40
Line Item Totals: OAKLANDUNIFIEDSCHOOL				36,879.76



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Grand Total Areas:

15,676.76 SF Walls	11,242.07 SF Ceiling	26,918.83 SF Walls and Ceiling
11,242.07 SF Floor	1,249.12 SY Flooring	1,958.76 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,963.76 LF Ceil. Perimeter
11,242.07 Floor Area	11,683.01 Total Area	15,676.76 Interior Wall Area
6,040.74 Exterior Wall Area	671.19 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	

Coverage	Item Total	%	ACV Total	%
Dwelling	34,779.91	94.31%	41,735.89	94.26%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	2,099.85	5.69%	2,541.27	5.74%
Total	36,879.76	100.00%	44,277.16	100.00%



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Summary for Dwelling

Line Item Total				34,779.91
Subtotal				34,779.91
Overhead	@	10.0% x	34,779.91	3,477.99
Profit	@	10.0% x	34,779.91	3,477.99
Replacement Cost Value				\$41,735.89
Net Claim				\$41,735.89

Jacqueline Romero



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Summary for Contents

Line Item Total				2,099.85
Material Sales Tax	@	8.750% x	204.30	17.88
Subtotal				2,117.73
Overhead	@	10.0% x	2,117.73	211.77
Profit	@	10.0% x	2,117.73	211.77
Replacement Cost Value				\$2,541.27
Net Claim				\$2,541.27

Jacqueline Romero



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Recap by Room

Estimate: OAKLANDUNIFIEDSCHOOL		18,799.36	50.97%
Coverage: Dwelling	88.83% =	16,699.51	
Coverage: Contents	11.17% =	2,099.85	
Area: Main Level			
Class Room 3		240.40	0.65%
Coverage: Dwelling	100.00% =	240.40	
Class Room 5		2,556.00	6.93%
Coverage: Dwelling	100.00% =	2,556.00	
Class Room 8		1,064.00	2.89%
Coverage: Dwelling	100.00% =	1,064.00	
Class Room 1		2,024.00	5.49%
Coverage: Dwelling	100.00% =	2,024.00	
Class Room 7		2,200.00	5.97%
Coverage: Dwelling	100.00% =	2,200.00	
Hallway		1,874.00	5.08%
Coverage: Dwelling	100.00% =	1,874.00	
Closet		1,556.80	4.22%
Coverage: Dwelling	100.00% =	1,556.80	
Hallway1		568.00	1.54%
Coverage: Dwelling	100.00% =	568.00	
Class Room 2		2,024.00	5.49%
Coverage: Dwelling	100.00% =	2,024.00	
Class Room 6		1,050.40	2.85%
Coverage: Dwelling	100.00% =	1,050.40	
Room 10		1,050.40	2.85%
Coverage: Dwelling	100.00% =	1,050.40	
Class Room 9		568.00	1.54%
Coverage: Dwelling	100.00% =	568.00	
Class Room 4		1,304.40	3.54%
Coverage: Dwelling	100.00% =	1,304.40	
Area Subtotal: Main Level		18,080.40	49.03%
Coverage: Dwelling	100.00% =	18,080.40	
Subtotal of Areas		36,879.76	100.00%
Coverage: Dwelling	94.31% =	34,779.91	
Coverage: Contents	5.69% =	2,099.85	
Total		36,879.76	100.00%



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Recap by Category

O&P Items			Total	%
CONT: GARMENT & SOFT GOODS CLN			1,474.35	3.33%
Coverage: Contents	@	100.00% =	1,474.35	
CONTENT MANIPULATION			11,984.49	27.07%
Coverage: Dwelling	@	100.00% =	11,984.49	
CONT: PACKING,HANDLNG,STORAGE			625.50	1.41%
Coverage: Contents	@	100.00% =	625.50	
GENERAL DEMOLITION			598.00	1.35%
Coverage: Dwelling	@	100.00% =	598.00	
WATER EXTRACTION & REMEDIATION			22,197.42	50.13%
Coverage: Dwelling	@	100.00% =	22,197.42	
O&P Items Subtotal			36,879.76	83.29%
Material Sales Tax	@	8.750%	17.88	0.04%
Coverage: Contents	@	100.00% =	17.88	
Overhead	@	10.0%	3,689.76	8.33%
Coverage: Dwelling	@	94.26% =	3,477.99	
Coverage: Contents	@	5.74% =	211.77	
Profit	@	10.0%	3,689.76	8.33%
Coverage: Dwelling	@	94.26% =	3,477.99	
Coverage: Contents	@	5.74% =	211.77	
Total			44,277.16	100.00%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2011

PRODUCER Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612 www.edgewoodins.com		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	
INSURED 911 Restoration - Bay Area 911 Remediation, Inc. 5327 Jacuzzi Street, #4P Richmond CA 94804		NAIC # INSURER A: Arch Specialty Insurance Company INSURER B: National Union Fire Ins. Co. of Pittsburgh PA INSURER C: INSURER D: INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Pollution Liability <input checked="" type="checkbox"/> Professional Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	12EMP7194100	8/7/2011	8/7/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Mold Liability 1,000,000 MOLD LIAB IS CLAIMS MADE PROF LIAB IS CLAIMS MADE
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY. EA ACC AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ None	EBU041188998	8/7/2011	8/7/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Products/Co Ops Agg \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS: OTH-ER: E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Contractors Pollution Liability	12EMP7194100	8/7/2011	8/7/2012	\$1,000,000 Per Pollution Event - Occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Insurance Only - this Certificate conveys no Additional Insured rights upon the certificate holder.

Certificate Holder is Additional Insured under General Liability including Completed Operations, and insurance is Primary and Non-contributory, per attached endorsement #00EMP007300-0804; Waiver of Subrogation applies to General Liability per attached endorsement #00EMP005200-0504; but all only if required by written contract with named insured prior to an occurrence, subject to all policy terms and conditions.

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

M. Howard Folmar

8/15/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/ PRIMARY COVERAGE
INCLUDING COMPLETED OPERATIONS (COVERAGES A & B)**

This endorsement modifies insurance provided under the **Environmental Multiline Policy**

In consideration of the premium charged, it is hereby agreed that Section III - WHO IS AN INSURED is amended to include as an Additional Insured the person or organization shown in the schedule below as respects Coverages A and B, but only to the extent of liability arising out of YOUR WORK performed by you or on your behalf for that Additional Insured and not due to any actual or alleged independent liability of said Additional Insured.

This Endorsement does not apply to BODILY INJURY or PROPERTY DAMAGE arising out of the sole negligence or willful conduct of, or for defects in design furnished by the Additional Insured.

As respects the coverage afforded the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent or on any other basis.

This endorsement does not increase the Company's limits of liability as specified in the Declarations of this policy.

Additional Insured:

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE EFFECTIVE PRIOR TO THE DATE OF THE LOSS OCCURRENCE.

All other terms and conditions of this Policy remain unchanged.

Additional Premium: \$0

Endorsement Number:

Policy Number: 12EMP7194100

Named Insured: 911 Restoration - Bay Area 911 Remediation, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 8/7/2011

00 EMP0073 00 08 04

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8/15/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION- SPECIFIC PERSON OR ORGANIZATION
ENDORSEMENT**

This endorsement modifies insurance provided under the **Environmental Multiline Policy**

In consideration of the premium charged, it is hereby agreed that SECTION V, Conditions, paragraph 13. Subrogation is amended to include the following:

We agree to waive this right of subrogation against the person or organization shown in the Schedule below to the extent that you had, prior to an OCCURRENCE or CLAIM, a written agreement to waive such rights.

Schedule

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE EFFECTIVE PRIOR TO THE DATE OF THE LOSS OCCURRENCE.

All other terms and conditions of this Policy remain unchanged.

Additional Premium: \$ 0

Endorsement Number:

Policy Number: 12EMP7194100

Named Insured: 911 Restoration - Bay Area 911 Remediation, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 8/7/2011

00 EMP0052 00 05 04

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: AN

DATE (MM/DD/YYYY)

05/18/11

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 Vista International Ins. Brokers /Lic. #0F64200 1318 Redwood Way, Suite 250 Petaluma, CA 94954 Michael A. Foisy	707-796-7180 707-796-7190	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 911RE-1	FAX (A/C, No):
	INSURED 911 Remediation, Inc. 5327 Jacuzzi St #4P Richmond, CA 94804	INSURER(S) AFFORDING COVERAGE INSURER A : Wesco Insurance Company INSURER B : Everest National Ins. Co. INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:


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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		WPP1020883 00	04/29/11	04/29/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	5300001671-101	09/01/10	09/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of insurance NONAM-1	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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