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Enactment Number	12-0095
Enactment Date	1-11-12 <i>AS</i>



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 January 11, 2012

Subject Independent Contractor Agreement for Services - Comtel System Technology, Inc. - Dewey High School Intercom/Paging System Replacement Project

Action Requested Approval by the Board of Education of a Professional Services Agreement with Comtel System Technology Inc. for Telecommunications Services on behalf of the District at Dewey High School Intercom/Paging System Replacement Project, in an amount not-to exceed \$55,442.00. The term of this Agreement shall commence on January 11, 2012 and shall conclude no later than April 1, 2012.

Background The Bogen Multicom system providing for the various telephone, intercom, paging and clock for Dewey High School was installed approximately 15 to 20 years ago. Recent system failures have been compounded by the fact that factory support, parts and local support are virtually unavailable due to the system.

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 a Professional Services Agreement with Comtel System Technology Inc. for Telecommunications Services on behalf of the District at Dewey High School Intercom/Paging System Replacement Project, in an amount not-to exceed \$55,442.00. The term of this Agreement shall commence on January 11, 2012 and shall conclude no later than April 1, 2012.

Fiscal Impact

The funding sources for this project Resource Codes: 9299, 9399 and 9499.

Attachments

- Professional Services Contract including scope of work

Key Code:

9189003020-6274

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of **November 21, 2011**, between the Oakland Unified School District ("District") and **Comtel System Technology, Inc.** ("Consultant") (together, "Parties").

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work")— Proposal dated **September 29, 2011**.
2. **Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal, Attachment "A;"
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

_____ Signed Agreement
_____ Workers' Compensation Certificate, if necessary
_____ Criminal Background Investigation Certification, if necessary
_____ Insurance Certificates and Endorsements
_____ W-9 Form

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed **\$55,442.00**, without the express approval of the Board.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as proved in Attachment "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

Agreement.

8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.
 - 12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date

of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.4. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- b. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

f. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
- TK
12/05/11
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the

provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Timothy White
Assistant Superintendent, Facilities, Planning
and Management
Oakland Unified School District
955 High School
Oakland, CA 94601

Consultant

Greg Steele
Comtel System Technology, Inc.
1292 Hammerwood Avenue
Sunnyvale, CA 94089

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 25. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.
- 26. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 27. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 28. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Date: 12/05, 2011

By: Ted Klank

Print Name: Ted Klank

Its: Operations Manager

OAKLAND UNIFIED SCHOOL DISTRICT

By: Jody London Date: 1/12/12
Jody London, President, Board of Education

By: Edgar Rakestraw, Jr. Date: 1/12/12
Edgar Rakestraw, Jr., Board Secretary

By: Timothy E. White Date: 1/12/12
Timothy E. White, Assistant Superintendent
Facilities Planning and Management

By: Cate Boskoff Date: 12.15.11
Cate Boskoff, Facilities Legal Council

LEGISLATIVE FILE
File ID Number 11-3301
Introduction Date 1-11-12
Enactment Number 12-0095
Enactment Date 1-11-12

Information regarding Consultant:

Consultant: Comtel Systems Technology, Inc.

License No.: 420981

Address: 1292 Hymmerwood Avenue
Sunnyvale, CA 94089

Telephone: (408) 543-5600

Facsimile: (408) 543-5699

E-Mail: Telk@Comtelsys.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

94-2812637 :

Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Attachment A

Scope of Services

The scope of the project is to provide a complete Rauland Telecenter VI system to directly replace the existing Intercom, Paging, Clock and Telephone system electronics. This system would fully integrate all system features and functions into one system, eliminating the need for multiple independent systems and associated tie lines between them.

The new Telecenter VI equipment will be installed at the existing rack location as above. All existing classroom lines and clocks, speakers, phones will be interfaced. Again, the system will be sized for the number of stations existing at the site, plus 5 spare ports.

In addition to the intercom/paging and clock replacement as described above, this option will also replace the existing PBX located near the existing Intercom/Paging system rack. Comtel will provide and install new CAT6 cable and new Rauland Telecenter TC6434/TC6477 administrative VoIP administrative display telephones to replace six existing locations in the main office, plus two as identified as upstairs during our joint walk through and another two in portables 13A and 13B for a total of 10 administrative telephones.

In addition to the replacement of intercom, paging, clock/bell and telephone functions, this option also provides for full voice mail for all teachers, administrators, departments, lunch menus, homework help line, and full integrated Automated Attendant system functionality.



September 29, 2011

Florencio Cautiverio
Oakland Unified School District
955 High Street
Oakland, Ca 94601

Re: Dewey High School
Intercom/Paging System Replacement
Proposal #GS01029GS1REVB-udated 9/29/2011

Dear Flo,

The following information and proposal is provided as requested for the installation of a replacement Intercom/Paging/Telephone system at Dewey High School.

As I understand the requirements, the existing system is an older 'Bogen Multicom' system providing for the various Telephone, intercom, paging and clock needs of your facility. This system was installed approximately 15 to 20 years ago. Recent system failures have been compounded by the fact that factory support, parts and local support are virtually unavailable due to the mere age of the system. Additionally, this system does not comply with the new District standards.

As the existing cable, classroom telephones, clocks and speakers are in fairly good condition and historically have not been the source of the problems, the immediate focus is replacement and upgrade of the main system electronics. Replacement of these devices and cable could occur at a future date if and when needed. The telephones, speakers, clocks and cable are fully compatible with new systems.

The proposal to follow provides a complete Rauland Telecenter VI system to directly replace the existing Intercom, Paging, Clock AND Telephone system electronics. This system would fully integrate all system features and functions into one system, eliminating the need for multiple independent systems and associated tie lines between them.



The new Telecenter VI equipment will be installed at the existing rack location as above. All existing classroom lines and clocks, speakers, phones will be interfaced. Again, the system will be sized for the number of stations existing at the site, plus 5 spare ports.

In addition to the intercom/paging and clock replacement as described above, this option will also replace the existing PBX located near the existing Intercom/Paging system rack. Comtel will provide and install new CAT6 cable and new Rauland Telecenter TC6434/TC6477 administrative VoIP administrative display telephones to replace six existing locations in the main office, plus two as identified as upstairs during our joint walk through and another two in portables 13A & 13B for a total of 10 administrative telephones.

In addition to the replacement of intercom, paging, clock/bell and telephone functions, this option ALSO provides for full voice mail for all teachers, administrators, departments, lunch menus, homework help line, and full integrated Automated Attendant system functionality.

Installed Equipment Price including In-service, Freight & Tax

⇒ **\$55,442**

The exact timing of the installation will be as mutually agreed upon, with a goal of minimal system down time. Down time will primarily impact the paging, clock and bell system functions. The phone system cut-over will take place after hours.

The district will be responsible to identify and provide a conduit pathway with sufficient space available to install the required cables from the rack location, to the office area and upstairs. Comtel has not included any conduit, trenching, wiremold or other pathways. Additionally, the district will need to assist in identifying C/O lines and assist during cut-over. Any demo of any cables will also be performed by the District. The district will also be responsible to provide and identify a spare fiber pair from the MDF to the portables. The spare pair must contain connectors and be fully tested and verified by the district prior to Comtel's use.

If I can provide further information or clarification, please call.

Cordially,



Greg Steele

Greg Steele

Sales Manger

Educational Technology

Comtel Systems Technology, Inc.

408-543-5651



Notes:

1. Applicable tax included.
2. All system conduit and rough in will be provided and installed by others.
3. 120VAC, with 20 amp dedicated circuit(s), by others.
4. Conduit and rough-in boxes, other than specified, are not included.
5. Customer is responsible for all cable paths between floors
6. All ceiling/wall spaces must be accessible for cable pull, or others must install a permanent raceway.
7. Construction permits, bond fees, and related certifications are not included.
8. Comtel liability shall not include responsibility for the calculation or accuracy of any engineering and/or consulting service. In no event shall Comtel's liability exceed the cost of correcting or replacing defects in the Equipment nor shall its liability include indirect or consequential damages of any kind or character. All liability of Comtel hereunder shall terminate upon the expiration of the applicable warranty period.
9. Idle time incurred by Comtel employees due to absence of required escorts, clearances, inability to enter the workplace, or other factors beyond our control, will be considered a change to the contract.
10. Any error or omission in construction or installation of the system must be called to the attention of Comtel's Project Manager in writing within thirty (30) days after completion of the installation. Upon expiration of the thirty (30) days the installation shall be considered accepted as complete by the customer.
11. All equipment, material listed in this proposal will be under warranty for one (1) full year. Labor shall be under warranty for one (1) year. This warranty is contingent upon the proper use and maintenance of the equipment and any cabling system provided by Comtel. The warranty shall not apply if adjustment, repair, parts replacement or system modification, addition or deletions accomplished by persons other than Comtel.
12. A notice of cancellation must be submitted in writing by an authorized agent of the buyer and must reference the original contract to be binding. Any material purchased or allocated to the project by the seller is subject to re-stocking, shipping and handling fees which will be billed to and paid for by the buyer. If materials are not able to be returned than the material will be turned over to the buyer and the buyer will be invoiced for the materials. Any labor expended, including general, administrative, and management personnel, prior to receiving the cancellation notice will be billed to and paid for by the buyer.
13. Customer certification of Asbestos presence: Unless noted, customer hereby certifies that Asbestos and/or Asbestos-bearing materials are not present in the areas in which Comtel Systems Technology, Inc. work will be performed. Work in Asbestos hazard areas and/or Asbestos removal will be performed at additional cost.
14. Customer will notify Comtel of any existing hazardous materials or conditions at the site where installations are being performed.
15. Customer accepts responsibility for the accuracy of any drawings provided to Comtel. Deviations from building layouts, which effect device count, conduit, or cable routing, may result in additional costs not included in this quotation.
16. Telephone lines, network connections, fiber optic cables (including jumpers) by others.
17. Network connection and monitoring of the UPS is not included.
18. Comtel is not responsible for any existing equipment that may be utilized. This includes all door devices, alarm inputs, access controllers, and power supplies.
19. Submittals, drawings and as-builts are not included.
20. Parking must be available for all Comtel personnel. No fees are included.
21. Computers, unless specified, are not included.
22. Patching and painting by others.
23. All work to be performed during normal business hours.
24. Comtel is a member of the IBEW, which is a recognized labor union.

This document contains proprietary information, and is intended for viewing by the person addresses above, or that person's associates, only. Any other use of this document or the information included in it is prohibited!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2011

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 Risk Strategies Company 2000 Alameda de las Pulgas Suite 101 San Mateo CA 94403	CONTACT NAME: Paula Anderson
	PHONE (A/C, No, Ext): (650) 762-0400 FAX (A/C, No): (650) 762-0490
	E-MAIL ADDRESS: panderson@risk-strategies.com
	PRODUCER CUSTOMER ID #: 00018265
INSURED Comtel Systems Technology, Inc. 1292 Hammerwood Ave Sunnyvale CA 94089	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Ins Co INSURER B: Golden Eagle Insurance Corp INSURER C: Republic Indemnity Co. of CA INSURER D: INSURER E: INSURER F:
	NAIC # 20478

COVERAGES CERTIFICATE NUMBER: CL1182440171 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			C4026265502	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA7274145	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ Uninsured motorist combined \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			C4026265497	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			00306721	2/1/2011	2/1/2012	<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
	Y/N <input type="checkbox"/> N/A						

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

Re: Job # 4520 OUSD Dewey HS Intercom/ Paging System. The District, its representatives, consultants, trustees, officers, officials, employees, agents and volunteers are included as additional insureds per attached endorsement. Waiver of subrogation with respects to workers compensation included.

CERTIFICATE HOLDER

Oakland Unified School District
Department of Facilities Planning
& Management
955 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian/PAA



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf
 in the performance of your ongoing operations specified in the "written contract"; or
 - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.

2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. Required by the "written contract";

- b. Described in **B.1.** above; or
- c. Afforded to you under this policy.

3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:

- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or

b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:



An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Dewey High School Intercom/Paging System Replacement	Site	Dewey High School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Comtel System Technology, Inc.	Agency's Contact	Greg Steele
OUSD Vendor ID #	V053094	Title	Project Manager
Street Address	1292 Hammerwood Avenue	City	Sunnyvale State CA Zip 94089
Telephone	408-543-5600	Policy Expires	9-1-2012
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	NA		

Term			
Date Work Will Begin	1-11-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	4-1-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 55,442.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Fund #	Resource Name	Org Key	Object Code	Amount
3535	County School Facilities Fund	9189003020	6274	\$ 55,442.00
				\$

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-535-7081 Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	12-14-11
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	12-15-11
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	