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Committee	Facilities
Introduction Date	4-25-2012
Enactment Number	12-1210
Enactment Date	4-25-12 YD



Memo

To Board of Education

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

Board Meeting Date April 25, 2012

Subject Purchase and Delivery Contract - Leo's Professional Audio, Inc. - Highland New Classroom Building Project

Action Requested Approval by the Board of Education of an Purchase and Delivery Contract with Leo's Professional Audio, Inc. for Audio Equipment Services on behalf of the District at Highland New Classroom Building Project, in an amount not-to exceed \$19,143.40. The term of this Agreement shall commence on April 1, 2012 and shall conclude no later than August 15, 2012.

Background The original scope of the project did not provide for a sound system for the multi-purpose room for performances and assemblies.

Local Business Participation Percentage 100.00%

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 an Purchase and Delivery Contract with Leo's Professional Audio, Inc. for Audio Equipment Services on behalf of the District at Highland New Classroom Building Project, in an amount not-to exceed \$19,143.40. The term of this Agreement shall commence on April 1, 2012 and shall conclude no later than August 15, 2012.

Fiscal Impact

Measure B

Attachments

- Professional Services Contract including scope of work

**CONTRACT FOR PURCHASE AND DELIVERY OF
MATERIALS AND SUPPLIES FROM
LEO'S PRO AUDIO
FOR A TOTAL COST NOT TO EXCEED
NINETEEN THOUSAND, ONE HUNDRED FORTY-THREE DOLLARS
(\$19,143.40)
PURCHASE ORDER NUMBER: P1206592**

THIS AGREEMENT is made as of the 21st day of March, 2012 by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") and LEO'S PRO AUDIO, 5447 TELEGRAPH, OAKLAND, CA 94604, ("VENDOR").

WHEREAS, the DISTRICT desires to engage VENDOR to provide audio equipment for the Highland New Classroom Building Project to DISTRICT site upon written direction from the DISTRICT, during regular business hours of the DISTRICT.

1. SCHEDULE AND TIME OF COMPLETION:

The term of Agreement shall commence on April 1, 2012 and shall terminate on August 15, 2012.

2. CONTRACT PRICE:

VENDOR agrees to provide all of the equipment included in Attachment A for a sum not to exceed Nineteen thousand, one hundred forty-three dollars and forty cents (\$19,143.40) which sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and other costs and expenses incurred by VENDOR. VENDOR has submitted a price list attached hereto as Exhibit A and agrees to keep the prices constant for the term of this agreement.

3. MANNER OF PAYMENT:

Prior to receiving payment, the VENDOR's written invoices must be reviewed and approved by Timothy E. White, Assistant Superintendent of Facilities Planning, Buildings & Grounds and Custodial Services. VENDOR's invoices must identify the items provided to the DISTRICT, the cost of the item, the date delivered to the DISTRICT and the DISTRICT location to which the items were delivered. *Equipment is to be picked up at Leo's Pro Audio Warehouse.*

4. USE OF SUBCONTRACTORS:

VENDOR shall not subcontract any work to be performed by it under this Agreement without the prior written approval of DISTRICT. VENDOR shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

5. CHANGES BY THE DISTRICT:

In case any work, materials, or equipment shall be required which are not mentioned, specified, indicated or otherwise provided for herein, the VENDOR shall, if ordered in writing by the DISTRICT, do and perform such work and furnish such materials or equipment at the VENDOR'S unit prices, less discounts ordinarily allowed to users of such materials or equipment, or at regular labor charges, less customary discount, or both.

FACILITIES
PLANNING
DEPARTMENT

applicable; engineering time, labor for installation if required and a reasonable markup, if any.

In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the work, the VENDOR shall, if ordered by the DISTRICT, omit the performance of such work and the furnishing of such materials, or equipment and there shall be deducted from the amount to be paid to the VENDOR the amount which the DISTRICT and the VENDOR shall determine and mutually agree in writing to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the VENDOR.

In the event that VENDOR encounters any unanticipated conditions or contingencies that may effect the scope of work or services and result in an adjustment in the amount of compensation specified herein, VENDOR, shall so advise the DISTRICT immediately upon notice of such condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that VENDOR performs work or services related to the proposed adjustment in compensation.

It is understood, however, that the amount of work, materials or equipment required to be furnished by the VENDOR shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Agreement.

6. CHANGES BY THE VENDOR:

If the VENDOR, on a account of conditions developing during the performance of the Agreement finds it impracticable to comply strictly with these specifications and applies to the DISTRICT in writing for a modification of the contract requirements, such change may be authorized only in writing by the DISTRICT if not detrimental to the DISTRICT.

7. DISTRICT APPROVAL OF WORK:

The DISTRICT shall have the right, but not the obligation, to direct and supervise VENDOR'S work. DISTRICT shall have the power to reject any material furnished or work performed under the Agreement which does not conform to the terms and conditions set forth in the contract documents.

8. INSPECTION OF WORK/ DEFECTIVE OR DAMAGED WORK:

DISTRICT shall inspect the materials, equipment and work provided by VENDOR within ten (10) working days of delivery and inform VENDOR in writing of any defects or damage in said work or materials. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the VENDOR hereunder without additional cost to the DISTRICT.

VENDOR shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by the DISTRICT. If VENDOR fails to comply promptly with any order of the DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to the VENDOR, have the authority to deduct the cost therefrom from any compensation due or to become due to the VENDOR. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

9. WARRANTY:

VENDOR hereby warrants that the goods and/or services covered by this contract will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to VENDOR, for VENDOR'S breach of this warranty. Goods will be received subject to inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on VENDOR. Defective goods rejected by DISTRICT may without prejudice to any legal remedy, be held at VENDOR'S risk and returned to VENDOR at VENDOR'S expense. Defects are not waived by acceptance of goods or by failure to notify VENDOR thereof.

It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of the VENDOR and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States.

10. WARRANTY OF TITLE:

VENDOR shall warrant to the DISTRICT, its successors and assigns, that the title to the material, supplies or equipment covered by this CONTRACT, when delivered to the DISTRICT or to its successors or assigns, is free from all liens and encumbrances.

11. DISTRICT'S RIGHTS AND REMEDIES FOR DEFAULT:

The DISTRICT may terminate the Contract at any time by giving the VENDOR thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to VENDOR its allowable costs incurred to date of termination and those costs deemed necessary by VENDOR to effect termination. In the event that the VENDOR at any time during the entire term of the CONTRACT breaches the requirements or conditions of the CONTRACT, and does not within five (5) working days (or such other period as the DISTRICT may authorize in writing) of receipt of notice thereof from the DISTRICT, cure such breach or violation, the DISTRICT may immediately terminate the Contract and shall pay the VENDOR only its allowable costs to date of the termination.

12. FAILURE TO COMPLETE CONTRACT – EFFECT:

In case of failure on the part of the VENDOR to complete its contract within the specified time or within an authorized extension thereof, the Contract may be terminated and the DISTRICT shall in such event not thereafter pay or allow the VENDOR any further compensation for any labor, materials or equipment furnished by him under such Contract; and the DISTRICT may proceed to complete such CONTRACT either by reletting or otherwise, and the VENDOR and his bondsmen shall be liable to the DISTRICT for all loss or damage which it may suffer on account of the VENDOR'S failure to complete his contract.

13. DAMAGES:

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these

specifications on the part of the VENDOR or any agent or person employed by him shall be sustained by the VENDOR.

14. LIQUIDATED DAMAGES:

It is agreed by the parties to the Agreement that time is of the essence and in event of delay in the completion of the work, or the delivery of the supplies, materials or equipment beyond the date set forth in the contract documents, or beyond authorized extensions thereof, damage will be sustained by the DISTRICT. Accordingly, VENDOR shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified, which sum or sums will be considered as liquidated damages in that the DISTRICT will suffer for reason of said delay or default. If the delay in delivery is caused by strikes, government controls, or other causes beyond the control of the VENDOR, an extension of time without liquidated damages liability shall be granted by the DISTRICT upon a proper showing and finding by the DISTRICT that the extension is justified.

15. EFFECT OF EXTENSIONS OF TIME

Granting, or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to VENDOR or the surety on VENDOR's faithful performance bond from said guarantee.

16. PERFORMANCE BOND:

As a condition of award of this agreement to VENDOR, DISTRICT may require VENDOR to execute and deliver to DISTRICT a performance bond in the amount of \$0 with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Contract. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.

17. INDEMNIFICATION:

The VENDOR shall indemnify, keep and hold harmless, the DISTRICT, its directors, officers, employees and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under this Agreement by the VENDOR, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the VENDOR or its employees; and the VENDOR shall, at its expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the DISTRICT its directors, officers, employees and/or agents in any such action, the VENDOR shall at his expense satisfy and discharge the same.

18. INFRINGEMENT OF PATENTS:

The VENDOR agrees that he will, at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to the VENDOR prompt notice in writing of the institution of the suit or proceedings and permits the VENDOR through his counsel to defend the same and gives the VENDOR information, assistance and authority to enable the VENDOR to do so.

19. ASSIGNMENT AND DELEGATION:

The VENDOR shall neither delegate any duties or obligations under this CONTRACT nor assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.

20. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the performance of this Agreement, the VENDOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin.

21. ENVIRONMENTAL AND SAFETY HEALTH STANDARDS COMPLIANCE:

VENDOR shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Contract. The VENDOR shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

22. HAZARDOUS CHEMICALS AND WASTES:

The VENDOR shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of VENDOR or any subcontractors during the course of performance of this Contract. The VENDOR shall immediately report any such release to the DISTRICT Project Manager. The VENDOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT its directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the DISTRICT.

23. INSURANCE

Workers' Compensation.

If VENDOR employs any person to perform work in connection with this Contract, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California

and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Prior to commencement of work under this Contract by any such employee, VENDOR shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

Bodily Injury, Death and Property Damage Liability Insurance.

VENDOR shall also procure and maintain at all times during the performance of this Contract, General Liability Insurance (including automobile operation) covering VENDOR and DISTRICT for liability arising out of the operations of VENDOR and any subcontractors. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of VENDOR in the performance of work under this Contract. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with VENDOR'S activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.

Inclusion of DISTRICT as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, VENDOR shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

Self-Insurance:

VENDOR'S right to self-insure shall be subject to the approval of the DISTRICT. As a condition to self-insurance, VENDOR shall submit to DISTRICT evidence of sufficient financial reserves for self-insurance.

24. AUDIT AND INSPECTION OF RECORDS:

During the term of this Agreement, VENDOR shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents relating to this Contract at all reasonable times.

25. DISTRICT REPRESENTATIVE:

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the Deputy Superintendent of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT.

26. NOTICES:

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager Eric Sih and the VENDOR'S Mark Haynes.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:
OAKLAND UNIFIED SCHOOL DISTRICT
Facilities Department
955 High Street
Oakland, California 94606

ATTENTION: Timothy E. White, Associate Superintendent, Facilities Planning,
Buildings & Grounds and Custodial Services

If to the VENDOR:
Leo's Pro Audio
5447 Telegraph Avenue
Oakland, CA 94609

ATTENTION: Mark Haynes

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

27. ATTORNEYS' FEES.

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

28. APPLICABLE LAW:

This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

29. BINDING ON SUCCESSORS.

All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

VENDOR: Leo's Pro Audio

By: [Signature]

Date: 3/21/12

Title: President

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]

Date: 4/26/12

Jody London, President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]

Date: 4/26/12

Edgar Rakestraw, Jr., Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]

Date: _____

Timothy E. White, Associate Superintendent
Facilities, Planning and Management

APPROVED AS TO FORM:

By: [Signature]

Date: 3-30-12

Cate Boskoff, Facilities Legal Counsel

File ID Number: 12-0915
Introduction Date: 4-25-12
Enactment Number: 12-1210
Enactment Date: 4-25-12
By: [Signature]

ATTACHMENT A

HIGHLAND Audio System (EQUIPMENT Purchase ONLY)			DATE:	TOTALS>	SUB TOTAL		
LEO'S PROFESSIONAL AUDIO, INC. 5447 Telegraph Avenue Oakland, CA 94609 V (510) 652-1553; F (510)652-6575			2/22/2012		Incoming Shipping (taxable)	\$	247.00
					TAX	\$	1,520.40
Leo's Pro Audio			Mark Haynes, VP ; mhaynes@leosaudio.com		Outgoing Shipping (Will Call by Installer)	\$	-
					TOTAL	\$	19,143.40
					GRAND TOTAL		
					\$ 19,143.40		
CONTACT:					TERMS:	NET 30 DAYS from Notification that equipment is ready to be picked up from our website.	
(HIGHLAND Elementary School) Oakland Unified School District 955 High Street Oakland, CA 94601			Project Manager: Eric Sih esih@sgicm.com (510) 912-7915 OUSD/SGL Project Management		Ship to: WILL CALL @ Leo's Audio Oakland		
Item	QTY	Manufacturer	Model	Description	NOTES	Discount	Extended
1	3	Meyer Sound	UPJ-1P	Compact VariO Loudspeaker - No VEAM option. Shipped in 80° H x 50° V configuration. Self-Powered.	Left, Center, Right Speakers (All Spkrs 10ft Height above stage level; Left- & Right Spkrs 20ft off center)	\$ 3,290.00	\$ 9,870.00
2	2	Meyer Sound	MYA-UPJ	Cradle-style Mounting Yoke for UPJ-1P	Center Speaker Mount	\$ 180.00	\$ 360.00
3	1	Meyer Sound	MUB-UPJ 3/8"	Mounting U-Bracket for UPJ-1P	For mounting Center Speaker	\$ 173.00	\$ 173.00
4	2	LUCASEY	CKDS	CRT Conversion KIT Mounting Arm	For mounting L,R Speakers	\$ 124.00	\$ 248.00
5	1	Ashly Audio	MX-406	6 input mic/line mixer w/EQ	Audio Mixer	\$ 823.00	\$ 823.00
6	1	SYMETRIX	JUPITER 4	DSP System Controller	Digital System Controller	\$ 961.00	\$ 961.00
7	1	Furman	PS-PRO-II	20 Amp Power Conditioner / Sequencer, Protection	Power On/Off Sequencer	\$ 338.00	\$ 338.00
8	1	Furman	RS-1	Remote Power On/Off Panel	On/Off Key Switch	\$ 32.00	\$ 32.00
9	3	Furman	PS-REL	Remote Relay	Relay	\$ 32.00	\$ 96.00
10	3	Furman	MP15	MiniPort Power Relay	Relay	\$ 92.00	\$ 276.00
11	1	Middle Atlantic Audio	DWR-12-17	12 SPACE (21") SECTIONAL WALL RACK, FITS 15" DEEP EQUIP.	Equipment Rack	\$ 362.00	\$ 362.00
12	1	Middle Atlantic Audio	FD-12	SOLID FRONT DOOR, FITS 12 SPACE DWR SERIES RACKS	Equipment Rack	\$ 89.00	\$ 89.00
13	1	Middle Atlantic Audio	UD3	3 Space Rack Drawer	Equipment Rack	\$ 100.00	\$ 100.00
14	2	SHURE	SLX24/BETA58	UHF Wireless Handheld Mic System	Wireless Mic System	\$ 527.00	\$ 1,054.00
15	2	SHURE	UA820X + UA505	1/2 Wave Remote Antenna; with UA505 Remote Mounting Hardware Kit	Antenna	\$ 48.00	\$ 96.00
16	2	SHURE	UA825	Remote Antenna Cable	Cable	\$ 45.00	\$ 90.00
17	1	SHURE	UA221	Antenna Splitter	Splitter	\$ 122.00	\$ 122.00
18	2	SHURE	SM58-LC + MK430	Dynamic Hardwired Microphone & 30 ft mic cable	Wired Microphone	\$ 120.00	\$ 240.00
19	4	WINDTECH	312 Windscreen	Foam Mic Wind Screen	Mic Windscreen	\$ 6.00	\$ 24.00
20	1	LISTEN Technology	LS-03-72	Basic ALS (Assistive Listening System) (1) FM Transmitter; (4) LR-400 Receivers and Ear Buds & Wall Mount showing ADA Compliance. + Universal Rack Kit (LA-326) + Remote Antenna Kit (LA-122)	American Disability Act Compliant Wireless Assistive Listening System	\$ 1,275.00	\$ 1,275.00
21	1	LISTEN Technology	LA-326	Rack Kit	Accessory	\$ 76.00	\$ 76.00
22	1	LISTEN Technology	LA-125	Front Mount Antenna Kit	Accessory	\$ 63.00	\$ 63.00
23	1	WHIRLWIND	Custom I/O Panels	Input Output Panels-Laser Etched, Mixer Legend Panel	Laser Etched Custom Labelling and I/O Panels	\$ 372.00	\$ 372.00
24	4	ATLAS	MS12	Microphone Stands	Mic Stand	\$ 37.00	\$ 148.00
25	2	ATLAS	PB21X	Mic Stand Boom Arm	Mic Stand Boom Arm	\$ 44.00	\$ 88.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2012

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 License # 0B63315
WestCallawayStotka, Inc.
200 Gregory Lane
Bldg. A
Pleasant Hill, CA 94523

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 686-2860 FAX (A/C, No): (925) 686-6118
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Golden Eagle

INSURER B : Netherlands Insurance Company

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Leo's Professional Audio Inc
5447 Telegraph Avenue
Oakland, CA 94609

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						
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	CBP8053064	5/1/2011	5/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						
AUTOMOBILE LIABILITY						
A	X ANY AUTO ALL OWNED AUTOS HIRED AUTOS		CBP8053064	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB OCCUR						
EXCESS LIAB CLAIMS-MADE						
DED RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC1900928	1/1/2012	1/1/2013	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property of Others		CBP8053064	5/1/2011	5/1/2012	Limit: 25,000
A	Rented Auto Phy/Dmg		CBP8053064	5/1/2011	5/1/2012	Limit: 50,000

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

The City, it's officers, officials, employees and agents are Additional Insured on the General Liability when required by written contract per endorsement GECG602 09/04 attached.

04601
EET

CERTIFICATE HOLDER

City of Visalia
Attn: Purchasing Division
P.O. Box 5078
Visalia, CA 93278

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

PLANNING
DEPARTMENT

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) is replaced with the following:

- 2.g. 2) A watercraft you do not own that is:
 - a) less than 50 feet long; and
 - b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

SECTION I - COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

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The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II-WHO IS AN INSURED

Item 4. is replaced with:

- 4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
 - a) you have the responsibility of placing insurance for such entity; and
 - b) coverage for the entity is not otherwise more specifically provided; and
 - c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III - LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

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Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000. or
- b. The amount shown in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties In The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
 - 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

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- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V- DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. Is changed to:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

- 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- 24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- 1. Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:
 - a. Your ongoing operations performed for that person or organization; or
 - b. Premises or facilities owned or used by you.

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With respect to provision **1.a.** above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision **1.b.** above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision **A.** does not apply:
 - a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
 - b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
 - c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (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;
 - d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
 - e. To any person or organization included as an insured under provision **B.** of this endorsement;
 - f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

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- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

PURCHASE AND DELIVERY CONTRACT ROUTING FORM

Project Information			
Project Name	Highland New Classroom Building	Site	Highland Elementary 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	Leo's Professional Audio, Inc.	Agency's Contact	Mark Haynes				
OUSD Vendor ID #	V003125	Title	Project Manager				
Street Address	5447 Telegraph Avenue	City	Oakland	State	CA	Zip	94609
Telephone	510-652-1553	Policy Expires					
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 #	06009						

Term			
Date Work Will Begin	4-25-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-15-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$19,143.40
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Resource Name	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	1269901883	6410	\$19,143.40
				\$

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.				
1.	Division Head	Charles Love	Phone	510-879-8389
	Capital Program Contract & Accounting Manager		Fax	510-879-3673
	Signature			Date Approved
				4-25-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature			Date Approved
				7-2-12
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature			Date Approved
	President, Board of Education			
4.	Signature			Date Approved