



Board Office Use: Legislative File Info.	
File ID Number	16-1912
Introduction Date	9-14-2016
Enactment Number	16-1487
Enactment Date	9-14-16



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer 
Joe Dominguez, Deputy Chief, Facilities Planning and Management 

Board Meeting Date September 14, 2016

Subject Construction Contract for Construction Services Under \$45,000, Awarded Pursuant to CUPCAA, Contract No. 15106 - McClymonds Intensive Support Site Project

Action Requested Approval by the Board of Education of a Construction Contract for Construction Services Under \$45,000, Awarded Pursuant to CUPCAA, Contract No. 15106, between the District and Ad Art Sign Company, San Francisco, CA, for the latter to provide fabrication and installation of an exterior electronic sign, construction includes shop fabrication, drilling post holes, pouring concrete footings and electrical/data termination, in conjunction with the McClymonds High School Intensive Support Site Project, more specifically delineated in the Scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing September 15, 2016 and concluding no later than December 31, 2016, in an amount not-to exceed \$39,149.00.

Discussion Exterior electronic sign will be used to announce academic events to student, parents, staff and community at large.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of a Construction Contract for Construction Services Under \$45,000, Awarded Pursuant to CUPCAA, Contract No. 15106, between the District and Ad Art Sign Company, San Francisco, CA, for the latter to provide fabrication and installation of an exterior electronic sign, construction includes shop fabrication, drilling post holes, pouring concrete footings and electrical/data termination, in conjunction with the McClymonds High School Intensive Support Site Project, more specifically delineated in the Scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing September 15, 2016 and concluding no later than December 31, 2016, in an amount not-to exceed \$39,149.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Construction Contract CUPCAA including scope of work
- Certificate of Insurance
- Contractor Proposal



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-1912

Department: Facilities Planning and Management

Vendor Name: AD ART Sign Company

Project Name: McClymonds Intensive Support Site Project No.: 15106

Contract Term: Intended Start: 9/15/2016 Intended End: 12/31/2016

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$39,149.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

This vendor submitted the lowest and most responsive bid.

Summarize the services this Vendor will be providing.

Scope includes fabrication and installtion of an exterior electronic sign. Construction includes shop fabrication, drilling post holes, pouring concrete footings and electrical/data termination. Cost includes an owner contingency of \$5,000.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:
1) How did you determin the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**

CONSTRUCTION WORK – CUPCCAA LESS THAN \$45,000

CONTRACT NUMBER 15106

THIS CONTRACT is made and entered into and upon Board of Education approval as indicated below ("Contract"), by and between **Ad Art Sign Company** and Oakland Unified School District. Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** The Contractor shall furnish to the District for a total price of **Thirty-nine thousand one hundred forty-nine dollars and no cents** (**\$39,149.00**), the following repairs, maintenance or construction services ("Services" or "Work"):

Scope to include fabrication and installation of an exterior electronic sign. Construction includes shop fabrication, drilling post holes, pouring concrete footings and electrical/data termination.

2. **Site.** Contractor shall perform the Work at **McClymonds High School**. The Project is the scope of Work performed at the Site.
3. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
4. **Contract Time & Liquidated Damages.** Work shall be completed within **One hundred twenty days (120)** consecutive calendar days, **September 15, 2016 to December 31, 2016**, from the date specified in the District's Notice to Proceed following Board of Education approval. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of ~~Zero (\$0.00)~~ Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds, Certificates, Endorsements.** Contractor shall not commence the Work under this Contract until Contractor has submitted and District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with Title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or the District's retained architect(s) for the Project, and/or District's construction / project managers for the Project. The architect for the Project is **N/A**("Architect") and the project manager on the Project is **Mary Ledezma**.
7. **Terms and Conditions.** This Contract incorporates by this reference the Terms and Conditions attached hereto. The Contractor, by executing this Contract, agrees to comply with the Terms and Conditions.

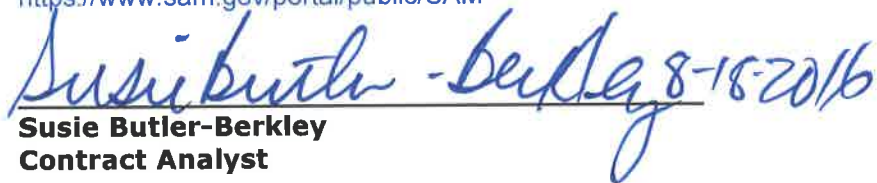
8. **Contract Documents.** The Contract Documents include the following documents, as legally required:

- | | |
|---|--|
| <input type="checkbox"/> Instructions to Bidders | <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification |
| <input checked="" type="checkbox"/> Bid Form and Proposal | <input checked="" type="checkbox"/> Lead-Product(s) Certification |
| <input type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Debarment Certification |
| <input type="checkbox"/> Designated Subcontractors List | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Notice to Proceed | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input checked="" type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Non-collusion Affidavit | <input type="checkbox"/> Work Specifications |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | <input type="checkbox"/> [Other] _____ |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | |

9. **Warranty.** Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.

10. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 9/14/16
Date



Antwan Wilson, Superintendent & Secretary, Board of Education 9/14/16
Date


Joe Dominguez, Deputy Chief, Facilities Planning and Management Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 8.30.16
Date

CONTRACTOR


Danya Y. Lopez, V.P. 8/14/16

File ID Number: 16-1912
Introduction Date: 9-14-16
Enactment Number: 16-1487
Enactment Date: 9-14-16
By:

EXHIBIT "A"
Scope of Services

Contractor shall perform the following Services:

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]



EXHIBIT A

150 Executive Park Blvd | Suite 2100 | San Francisco, CA | 94134 | 800-675-6353

DISPLAY SALES AND SECURITY AGREEMENT

Job #

Salesman: Michael McClure Telephone No: (415) 869-6471 Date: 7/21/2016
THIS AGREEMENT is made between AD ART SIGN COMPANY; 150 Executive Park Blvd., Suite 2100, San Francisco, CA 94134
herein called Seller, and Buyer: Oakland Unified School District (OUSD) Job Name: McClymonds High School
1000 Broadway Suite 680 Oakland, CA 94607 Location: 2607 Myrtle Street
Street City State Zip Code City, State: Oakland, CA 94607
Contact: Mary Ledezma
Phone: (510) 499-4447

SELLER AND BUYER AGREE AS FOLLOWS:

1. DISPLAY: Seller shall, to Buyer's special order and specifically for Buyer's use, construct for and sell to Buyer and Buyer shall purchase from Seller, the advertising Display, herein called Display in accordance with terms and specifications of this agreement.

Installation of display is included in the terms of this Agreement unless noted otherwise.

2. PRICE AND TERMS: Fifty percent due with order, balance due upon completion of work.

Table with 2 columns: Description and Amount. Rows include Price of Display(s) \$31,572.00, Sales Tax \$ Additional, Total Cost \$31,572.00, Less Down Payment \$15,786.00, Balance Payable \$15,786.00.

NOTE: PRICE OF DISPLAY IS PLUS COST OF PERMITS, LICENSES, OR VARIANCE AS PER ITEM 12 IN THE TERMS AND CONDITIONS ON REVERSE SIDE.

All money due to Seller shall be due and payable at the office of the Seller, or at such other location the Seller may from time to time designate.

3. SPECIFICATIONS: Total number of displays Design No. McClymonds High School 7_13_16

Table with 2 columns: SCOPE OF WORK and Amount. Rows include ALL AS PER APPROVED DESIGN McClymonds High School 7_13_16, Manufacture and install one (1) double face electronic messaging sign... \$31,572.00, Contingency Allowance for Unforeseen Conditions - (Materials and Labor) \$5,000.00, Allowance for engineering and DSA review (to be additional if required). \$1,500.00, Performance and Payment Bond \$1,077.00.

In case of variance between the above specifications and approved design, the approved design shall prevail.

4. SERVICE AND FEED WIRES: If installation of Display is included in the terms of this Agreement, Buyer shall provide properly switched wiring of suitable capacity and approved type to location of Display in advance of installation date, and make connection thereof to Display.

5. DEFAULT: In the event of default by Buyer, the unpaid payments to the end of the Agreement shall without notice or demand, be at once precipitated and accelerated and become due and payable to Seller in accordance with Paragraph 15 on the reverse side hereof. In addition, Seller may remove Display in accordance with Paragraph 15 on the reverse side hereof and Buyer expressly waives any and all rights to notice of hearing prior thereto, whether such removal shall be effected by Seller, its agents or representatives or pursuant to legal process.

6. ACCEPTANCE OF AGREEMENT: This Agreement shall not be considered as executed until signed by or on behalf of Buyer and approved by an executive officer of Seller and signed by him in Seller's behalf. This Agreement, including Paragraphs 7 through 23 appearing on the back of this page, constitutes the entire understanding between the parties. No modification of the Agreement shall be binding on Seller unless approved in writing by an executive officer of Seller. It is hereby further declared, agreed, and understood that there are no prior writing, verbal negotiations, understanding, representations, or agreements between the parties not herein expressed.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS WHICH ARE PART OF THIS AGREEMENT

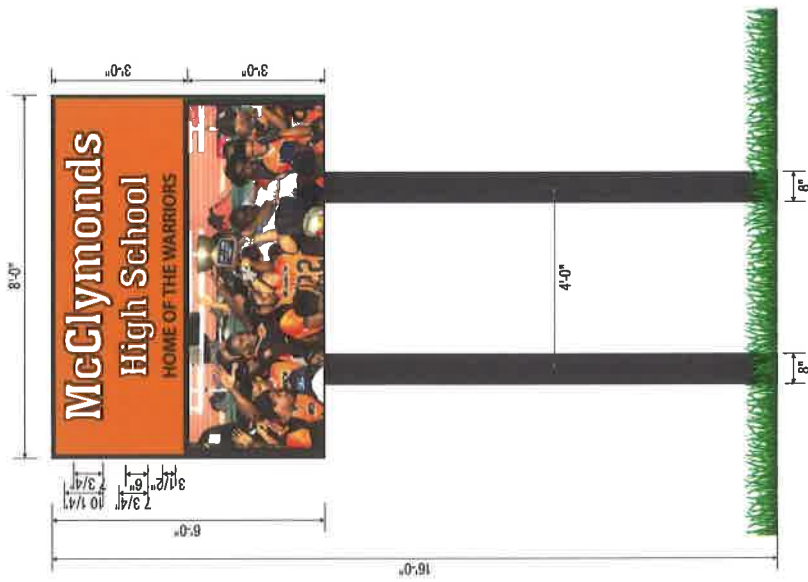
SELLER: AD ART, INC. SALESMAN: Michael B. McClure BUYER: Oakland Unified School District (OUSD)

ACCEPTED: AD ART, INC. BY: TITLE: DATE: EXECUTIVE OFFICER Date of Acceptance

GUARANTEE: For value received, I or we the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by Buyer of all monies due and payable under the foregoing Display Sale and Security Agreement, at the dates and for the purpose therein stated, and the performance of all other undertakings by Buyer as therein provided, including reasonable attorney's fees. As Guarantor(s) it is understood that the obligations herein provided shall be binding upon and enforceable against the heirs, assigns, successors, and personal representatives of each of the undersigned. Each undersigned agrees that no notice of acceptance by Seller of the Guarantee shall be required of Seller, waives notice of any default, and consents to any changes or modifications hereafter made by Seller and Buyer.

Date: By: Date: By:

Contractors are required by law to be licensed and regulated by the Contractors' State license Board. Any questions concerning a contractor may be referred to the registrar of the Board whose address is: Contractors' State license Board; 1020 N Street, Sacramento CA. 95814



A D/F INTERNALLY ILLUMINATED PYLON SPECIFICATIONS Scale: 3/8" = 1'-0"

Manufacture and install one (1) D/F internally illuminated pylon, as shown.

Specifications:

Description	Specification/Material	Finish	Color
EMC	Model: Stylis/Vision-PIE-56-144-JRCP-D Screen Dimensions: Height: 2 Feet 11.28 Inches (686 mm) Width: 7 Feet 6.71 Inches (2304 mm) Pixel Dimensions: 56 pixels High by 144 pixels Wide		
ID Cabinet Border & Support	Alum	MAP - Satin	Black #42-204
ID Cabinet & Letters	White acrylic face w/ vinyl graphic	MAP - Satin	As per customer artwork
Illumination	White LEDs		

ADART
 150 EXECUTIVE PARK BLVD., SUITE 2100
 SAN FRANCISCO, CA 94134
 T 415.889.6400
 F 415.889.6400
 CA STATE CONTRACTORS LICENSE #926051WWW.ADART.COM

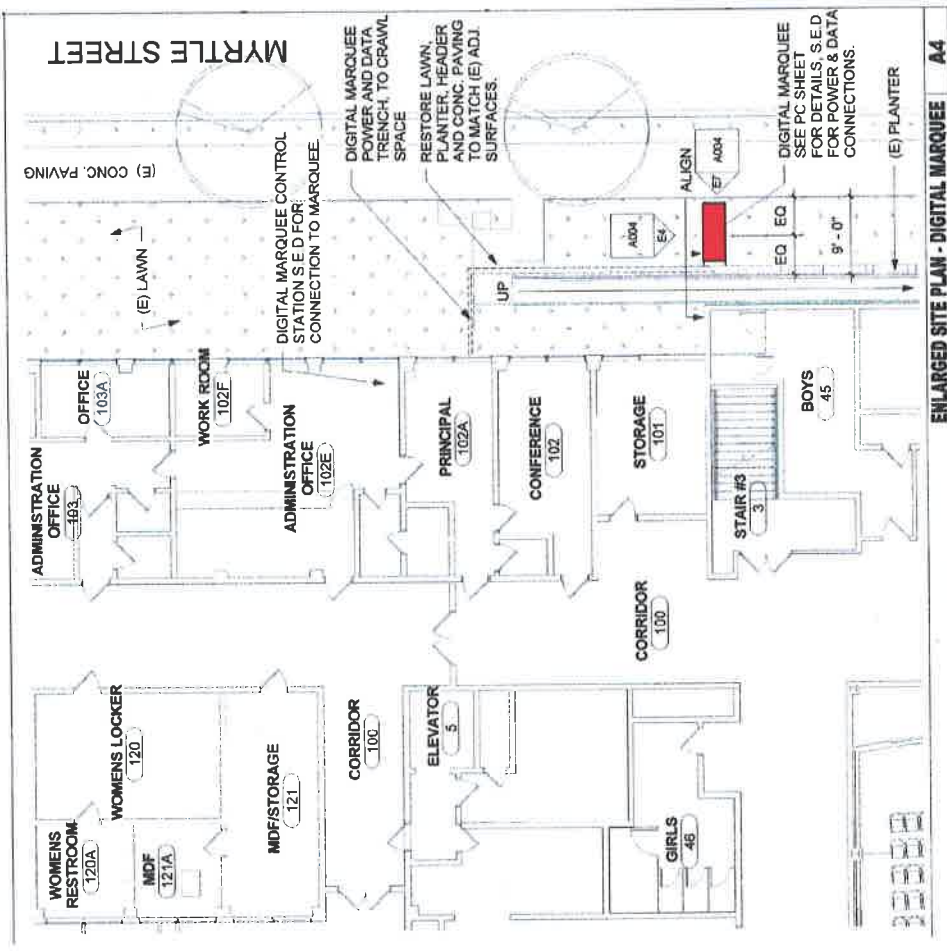
PROJECT: McGlymonds High School	LOCATION: 300 North Street, Oakland, CA 94607
DATE: 11/11	SALES: Matt McCann
DESIGNER: Anthony Zhu	SCALE: See Callout

REVISION	DATE	DESCRIPTION	APPROVALS

CONCEPTUAL DRAWINGS ONLY:
 These drawings are conceptual only and are not to be used for construction. Always follow written specifications. Colors shown are for reference only. This design has been created for you in connection with a project being prepared by ADART. It may not be reproduced in any manner without the prior consent of ADART.



PHOTO OVERLAY - N.T.S.



ENLARGED SITE PLAN - DIGITAL MARQUEE A4

CONCEPTUAL DRAWINGS ONLY
 These drawings are for conceptual purposes only. They are not to be used for construction, permits, or exact field conditions. Colors shown are as close as printing will allow.
ALL RIGHTS RESERVED:
 This project has been prepared in accordance with a programming organization, and they may not be reproduced in any manner without prior consent.

REVISION	DATE	DESCRIPTION	APPROVALS

SALES:	
CUSTOMER:	
LANDLORD:	

PROJECT:	McClaymonds High School
LOCATION:	207 Byron Street, Oakland, CA 94607
SALES:	Mike McCombs
DESIGNER:	Ashley Zhu
SCALE:	See Callout

150 EXECUTIVE PARK BLVD., SUITE 2100
 SAN FRANCISCO, CA 94134
 T 415.869.4460
 F 415.869.4460
 www.adart.com

ADART
 CA STATE CONTRACTORS LICENSE #826051
 www.adart.com

Date

Information regarding Contractor:

Contractor: AD ART, INC.
License No.: 826051
Address: 150 COLLETTIVE PARK BL. #2100
STAN FORDVILLE, CA 94134
Telephone: 415-869-6460
Facsimile: 415-869-6480
E-Mail: info@adart.com

Type of Business Entity:

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

68-0846689 :
Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

 X Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Near Tibbs

Title: Installation man

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils

regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 8/14/16

Proper Name of Contractor: AD ART, INC.

Signature: *R*

Print Name: DAVID LOWE

Title: V.P.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither AD ARS INC. [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto:

IN WITNESS WHEREOF, this Instrument has been duly executed by the Principal of the above named Contractor on the 14th day of August 2014 for the purposes of submission of this Agreement. :

By:



Signature

PANK LOPIS

Typed or Printed Name

V.P.

Title

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: 8/14/16
Proper Name of Contractor: AD ART, INC.
Signature: [Signature]
Print Name: DANNY LOSE
Title: V.P.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 In relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being Insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 8/14/16
Proper Name of Contractor: AD ART, INC.
Signature: [Signature]
Print Name: DANNY LOSE
Title: V.P.

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)



CERTIFICATE OF LIABILITY INSURANCE

ADART-1

OP ID: KY

DATE (MM/DD/YYYY)

08/16/2016

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 Der Manouel Ins & Fin Svcs Inc Der Manouel Insurance Group P.O. Box 28906 Fresno, CA 93729-8906 Justin Pretzer	CONTACT NAME: Crystal Romero, AINS, CISR PHONE (A/C, No, Ext): 559-447-4600 E-MAIL ADDRESS: CRomero@dmig.com	FAX (A/C, No): 559-447-4586													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nat'l Fire Ins Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : American Cas Co of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Transportation Insurance Co.</td> <td>20494</td> </tr> <tr> <td>INSURER E : Transportation Insurance Co.</td> <td>12408</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nat'l Fire Ins Co of Hartford	20478	INSURER B : Continental Casualty Company	20443	INSURER C : American Cas Co of Reading, PA	20427	INSURER D : Transportation Insurance Co.	20494	INSURER E : Transportation Insurance Co.	12408	INSURER F :
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INSURER F :															
INSURED Ad Art, Inc Ad Art Sign Company Dana Long 150 Executive Park Blvd. #2100 San Francisco, CA 94134															

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6012492803	04/30/2016	04/30/2017	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
							Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6012492851	04/30/2016	04/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6012492848	04/30/2016	04/30/2017	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6012492784 - CA	04/30/2016	04/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E				6012492820 - NV/TX	04/30/2016	04/30/2017	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rent/Lease Equip			6012492803	04/30/2016	04/30/2017	Limit 250,000 Deduct 1,000

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

Oakland Unified School District and its directors, officers, employees, agents and representatives
 Endorsement Attached: CNA75079XX 0115

CERTIFICATE HOLDER**CANCELLATION**

OAKLAN- Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph **B.** below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement 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**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury or property damage**; or
2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CERTIFICATE OF LIABILITY INSURANCE

ADART-1

OP ID: KY

DATE (MM/DD/YYYY)

08/16/2016

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 Der Manuel Ins & Fin Svcs Inc Der Manuel Insurance Group P.O. Box 28906 Fresno, CA 93729-8906 Justin Pretzer	CONTACT NAME: Crystal Romero, AINS, CISR PHONE (A/C, No, Ext): 559-447-4600 E-MAIL ADDRESS: CRomero@dmig.com	FAX (A/C, No): 559-447-4586													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nat'l Fire Ins Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : American Cas Co of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Transportation Insurance Co.</td> <td>20494</td> </tr> <tr> <td>INSURER E : Transportation Insurance Co.</td> <td>12408</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nat'l Fire Ins Co of Hartford	20478	INSURER B : Continental Casualty Company	20443	INSURER C : American Cas Co of Reading, PA	20427	INSURER D : Transportation Insurance Co.	20494	INSURER E : Transportation Insurance Co.	12408	INSURER F :
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INSURER F :															
INSURED Ad Art, Inc Ad Art Sign Company Dana Long 150 Executive Park Blvd. #2100 San Francisco, CA 94134															

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

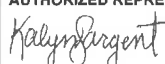
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6012492803	04/30/2016	04/30/2017	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 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6012492851	04/30/2016	04/30/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6012492848	04/30/2016	04/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	6012492784 - CA	04/30/2016	04/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E			N/A	6012492820 - NV/TX	04/30/2016	04/30/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rent/Lease Equip			6012492803	04/30/2016	04/30/2017	Limit 250,000 Deduct 1,000

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

Oakland Unified School District and its directors, officers, employees, agents and representatives
 Endorsement Attached: CNA75079XX 0115

CERTIFICATE HOLDER**CANCELLATION**

OAKLAN- Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph **B.** below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement 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**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District ("District") and Ad Art Sign Company, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

McClymonds High School Exterior Electronic Sign (Project Name)
("Project" or "Contract")

which Contract dated on or about August 15, 20¹⁶, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and International Fidelity Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Thirty-Nine Thousand One Hundred Forty-Nine and 00/100 DOLLARS

(\$ 39,149.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's

Contract #13: Construction Work - CUPCCAA Less Than \$45,000 - OUSD-Ad Art Sign Company - McClymonds High School Intensive Support Site Project

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

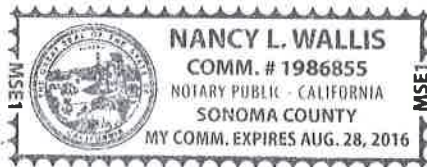
STATE OF CALIFORNIA

County of Sonoma }

On August 15, 2016 before me, Nancy L. Wallis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Catherine A. Pinney

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Nancy L. Wallis

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NATALIE ANN HORDER, K. DIXON WRIGHT, NANCY L. WALLIS, CATHERINE A. PINNEY,
KANDACE L. REEVES, STACY M. CLINTON

Petaluma, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of August, 2016

MARIA BRANCO, Assistant Secretary

Nº 6269

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 9th day of February, 1996, I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.



By

Chuck Quackenbush
Insurance Commissioner
Victoria S. Sidbury
Victoria S. Sidbury
Deputy

NOTICE

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and Ad Art Sign Company, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

McClymonds High School Exterior Electronic Sign (Project Name)

(“Project” or “Contract”)

which Contract dated on or about August 15, 2016, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 *et seq.* of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and International Fidelity Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Thirty-Nine Thousand One Hundred Forty-Nine and 00/100 DOLLARS

(\$ 39,149.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 15th day of August, 2016.

Principal

Ad Art Sign Company

(Name of Principal)

(Signature of Person with Authority)

Bryan Lewis

(Print Name)

Surety

International Fidelity Insurance Company

(Name of Surety)

(Signature of Person with Authority)

Catherine A. Pinney, Attorney in Fact

(Print Name)

Wells Fargo Insurance Services USA, Inc.

(Name of California Agent of Surety)

1039 N. McDowell Blvd. , Petaluma, CA 94954

(Address of California Agent of Surety)

707-773-1873

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Sonoma }

On August 15, 2016 before me, Nancy L. Wallis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

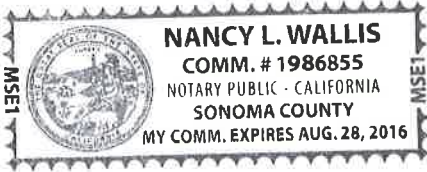
personally appeared Catherine A. Pinney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Nancy L. Wallis
Signature of Notary Public Nancy L. Wallis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NATALIE ANN HORDER, K. DIXON WRIGHT, NANCY L. WALLIS, CATHERINE A. PINNEY,
KANDACE L. REEVES, STACY M. CLINTON

Petaluma, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019



CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of August, 2016

MARIA BRANCO, Assistant Secretary

Nº 6269

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey ; organized under the laws of New Jersey , subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effectives as of the 9th day of February, 1996, I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.



By

Chuck Quakenbush
Insurance Commissioner
Victoria S. Sidbury
Victoria S. Sidbury
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Francisco }

On Aug 18, 2016 before me, Mark Fung-Hing Lau
(Here insert name and title of the officer)

personally appeared Terry y Long,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Performance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CONSTRUCTION WORK CUPCAA ROUTING FORM

Project Information			
Project Name	McClymonds High School Intensive Support Site	Site	303
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	Ad Art Sign Company	Agency's Contact	Mike McClure		
OUSD Vendor ID #	I007173	Title	Project Manager		
Street Address	150 Executive Park Blvd. Ste. 2100	City	San Francisco	State	CA Zip 94134
Telephone	800-675-6353	Policy Expires	4-30-2017		
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 #	15106				

Term			
Date Work Will Begin	9-15-2016	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$39,149.00
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 #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	3039905890	6274	\$39,149.00

Approval and Routing (in order of approval steps)				
<small>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.</small>				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Department of Facilities Planning and Management			
	Signature	Date Approved	5/19/16	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved		
3.	Deputy Chief, Department of Facilities Planning and Management			
	Signature	Date Approved		
4.	Senior Business Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		