

Agenda Item:	IV D: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ MPS ”) Board of Directors (the “ Board ”)
From:	Audit & Facilities Committee
Staff Lead(s):	Mustafa Sahin, Project Manager Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval of Agreement with Yesco to Provide and Install Two (2) Digital Stand-Alone Signs for MSA-San Diego

1. **Action Proposed:**

I move that the Board approve the award of a contract to provide two (2) digital stand-alone signs for Magnolia Science Academy San Diego (MSA SD) at 6525 Estrella Ave, San Diego, CA 92120 (the “**Project**”) to Yesco for a total not to exceed fee of \$98,832.71 (\$89,938.83 contract price *plus* 10% contingency or \$8,993.88) and further approve that MPS Staff be authorized to negotiate and sign a professional services contract for said services in such form as MPS Staff may deem appropriate and in the best interests of MPS.

2. **Purpose:**

The purpose of this proposed action is to approve the selection of YESCO to provide 2 digital stand-alone signs for MSA SD and to authorize MPS Staff to negotiate a final contract with YESCO. The Project will be funded with funds from the San Diego Repair & Replacement Fund established as part of the 2017 bond financing.

3. **Background:**

Staff issued an RFP for digital signs on November 22, 2021 (the “**RFP**”). The RFP was sent to several vendors and was also posted on the MPS website. A copy of the RFP is attached as Exhibit A. Staff received 2 proposals for this Project. Since MSA-SD occupies its campus under a ground lease with the San Diego Unified School District, SDUSD had to review and approved the Project. The SDUSD approval took many months to obtain.

After careful consideration, MPS Staff determined that the YESCO proposal was the best fit for the Project including but not limited to the following reasons: years of experience and positive reference checks. YESCO’s proposal to the RFP is attached as Exhibit B. All responses may be found with this [link](#).

4. **Analysis & Impact:**

The new sign will replace the existing wood sign at the corner of Estrella Ave and Zion Ave. It will have a rolling marquee, allowing the school to communicate pertinent information to the surrounding community.

5. **Budget Implications:**

The Project will be funded with proceeds from the San Diego Repair & Replacement Fund which was established as part of the 2017 tax exempt bond financing. Therefore, the Project will have no impact on MSA-SD's operating budget.

6. **Exhibits:**

Exhibit A	RFP (Pg. 4)
Exhibit B	YESCO's updated RFP proposal (Pg. 11)
Exhibit C	Electronic Sign Design (Pg. 17)



EXHIBIT A

RFP



MAGNOLIA PUBLIC SCHOOLS

Request for Proposals
to Provide Two (2) Digital Signs at
Magnolia Science Academy | San Diego

Due Date:

November 22, 2021

1.0 INTRODUCTION

Magnolia Education & Research Foundation doing-business as Magnolia Public Schools ("MPS"), a charter school management organization, operates Magnolia Science Academy San Diego ("MSA-SD") located at 6525 Estrella Ave in the City of San Diego. MSA-SD is located on land owned by and leased from the San Diego Unified School District.

The purpose of this RFP is to solicit bids to install two (2) digital signs -- a wall mounted sign and a stand-alone/marquee sign at the premises. Should there be a similar need for any other Magnolia Public Schools (MPS), the approved vendor, the need, and the price will be used.

The locations are shown on Exhibit A.

Site Tour

A site tour will be facilitated.

Proposals Due

Responses to the RFP are due no later than **5:00 PM (PST), Monday, November 22, 2021**, to the following individual:

Mustafa Sahin
Facility Project Manager
Magnolia Public Schools
250 East 1st Street
Suite 1500
Los Angeles, CA 90012
msahin@magnoliapublicschools.org
760-587-6031

Questions regarding this RFP may be directed to the individual identified above via email.

Proposal Format:

One (1) electronic PDF copy (by email) of your proposal must be delivered to the person indicated by the deadline stated above. Please endeavor to keep any emailed material to a single manageable file size (at or about 10 MBs) so that it may be easily distributed to the Selection Committee.

Respondents are encouraged to only include information pertinent to the Project and the Selection Committee's ability to select the vendor best suited to successfully complete this job.

Interviews:

Interviews will be held at the discretion of MPS and MSA-SD. Interviews, if any, are expected to be held on November 23rd via zoom call. Time is to be determined.

If interviews are held, respondents will meet with the Selection Committee for approximately ½ hour to 1 hour. The interview will be an open, unscripted format. Respondents will have 20 minutes to present any information they feel is pertinent followed by questions and answers and general discussion.

Selection Committee:

The Selection Committee will be composed of representatives from MPS and MSA-SD.

1.1 Timeline

RFP Distributed:	November 16, 2021
Proposals Due:	November 22, 2021
Interviews, if any (exact date and time TBD):	November 23, 2021
Selection Announced:	November 23, 2021
Contract Execution:	December 15, 2021

2.0 PROJECT DESCRIPTION

The Project is to install two (2) digital signs where the school can update with its announcements, post pictures, and show videos as needed.

1st one needs to be wall mounted at the main office wall, facing to the parking lot, minimum size is 3'x7',

2nd one needs to be installed at the corner of Estrella Ave and Zion Ave, as a stand alone marquee/pole sign, minimum size is 5'x10'

The installation areas are shown on Exhibit A.

3.0 PROPOSAL FORMAT

Respondent shall format its response as set forth below to facilitate timely review and selection. Please be specific to the RFP, and do not include materials not explicitly requested, such as generic marketing materials.

Your response should include the following:

- Letter of interest
- Name of your company and the individual responsible for the account
- Restate all the requirements of Section 4.0 and provide responses to each

See Section 1.0 for additional proposal format clarifications.

4.0 PROPOSAL REQUIREMENTS

4.1 Vendor Qualifications and Experience

4.1.1 Vendor Description.

Provide a description of your company and why it is qualified to undertake the Project. Please describe any similar projects your company has completed, including any similar projects submitted to and approved by DSA.

Provide the following:

A minimum of three (3) references, including

- (a) name and scope of the project
- (b) client name and contact information
- (c) contract amount

4.1.2 Qualifications and Experience of Key Personnel.

Identify the person(s) that will be principally responsible for working with the MPS and leading this engagement and their qualifications and experience.

4.1.3 Insurance.

Provide a description of vendor's insurance coverage.

4.2 Cost

Respondent's proposal should include an overall not to exceed cost and should be broken down in detail. The proposal should also provide a break-down of any and all other costs and fees including, but not limited to, labor, delivery fees, installation fees, applicable taxes, etc.

4.3 Product Information

Respondent will confirm its ability to provide the Project as described above in Section 2.0. Where a respondent believes there are multiple options for the Project, the respondent may provide such alternatives explaining the difference in each alternative and describing the cost differences.

Respondent will also identify any other work that needs to be completed in conjunction with this Project – for example, connecting the signs to power sources – and will state whether it can perform that work or whether another vendor must be used for such purpose.

4.4 Warranty Information

Provide a description of the warranty provided for the Project.

4.5 Schedule

MPS and MSA-SD desire to complete this project as soon as possible, please also provide the expected duration and completion of the project. Note that, due to its lease agreement with San Diego Unified School District, MPS and MSA-SD will seek approval from the SDUSD for placement of the signs on the premises.

4.6 Contract

The successful respondent will be required to sign an agreement with Owner in the form of Exhibit B (AIA Document A105-2017). Please provide an affirmative statement of respondent's concurrence or else any changes that respondent desires to make to the form agreement attached as Exhibit B.

5.0 CONTACT

Questions to Owner will be accepted via email by the Facility Project Manager identified above. Answers to questions will be provided to all participants as available.

6.0 RFP/Q EXHIBITS

Exhibit A School Map
Exhibit B Form of Contract

7.0 BID ACCEPTANCE/REJECTION

The Owner reserves the right to reject any or all proposals or cancel the solicitation process at its sole discretion.

8.0 PROPOSAL VALIDITY

RFP responses shall be valid until execution of a contract, which is expected to occur on or about December 15, 2021. No changes to information received within the Respondent's proposal shall be changed or altered without approval by the Owner.

Exhibit A School map

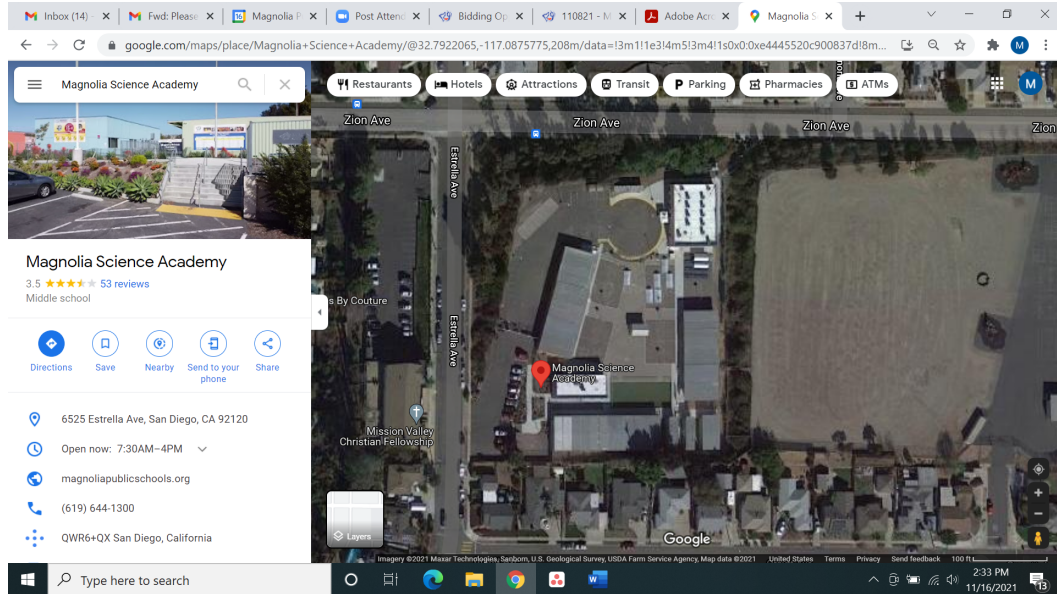


Exhibit B

Form of Contract
(AIA Document A105™-2017)

EXHIBIT B

YESCO's updated proposal.



Agreement

For Work At

Magnolia Science Academy
6525 Estrella Ave
San Diego CA 92120
United States

Billing Address

Magnolia Science Academy
6525 Estrella Ave
San Diego CA 92120
United States

Account Executive

100699 Sheri Stahlheber
sstahlheber@yesco.com

Yesco Signs LLC
10235 Bellegrave Avenue
Jurupa Valley CA 91752
United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
05/15/2023	PRY-35402	Magnolia Science Academy	Net 30	06/15/2023	\$44,969.42

Item	Amount
<p>California Sign Sales</p> <p>Remove and dispose of existing wood sign.</p> <p>Supply and, install two (2) single face electronic message sign install onto two 4' x 4' steel poles at 8' overall height. Specs for electronics are as follows: Brand: Watchfire Pitch: 16mm Cabinet Size: 5.2-3/4"x 10-1-1/4" Full Color Communication: Cell Modem 5 year Parts Warranty</p> <p>No Prevailing wage included per customer.</p> <p>Electrical requirement is 120V/20A circuit provided by others or to be existing.</p> <p>Approximate lead time is 10-16 weeks.</p>	\$78,624.33
<p>Maintenance Agreement</p> <p>Maintenance Agreement 12 months</p>	\$8,684.58
<p>Maintenance Coverage</p> <p>Two single face electronic message signs, 5'-2-3/4" x 10'-1-1/4" and one 2'9" x 7'-7"</p> <p>CONDITIONS AND EXCLUSIONS: All electrical components and labor for the above mentioned items are included in the monthly price. Agreement does not cover faces, painting, cleaning, breakers, contactors, main feed wires, photo cells, time clocks, lenses, gaskets or vandalism. All covered items must be brought to 100% prior to commencement of maintenance agreement. YESCO will maintain and service the product(s) listed above according to the terms hereof, by furnishing the maintenance services listed below:</p> <ul style="list-style-type: none"> - Replace defective L.E.D.'s - Replace defective L.E.D. Power Supplies - Maintain remote electronic display computer - Maintain host electronic display computer 	

Item	Amount
<p>Creative Services – Startup Package Standard 6 Static Messages OR 3 Animations</p> <p>___ Six custom static messages OR ___ Three custom animations (not to exceed 5 seconds each) and one standard static message for ten federal holidays for a pixel matrix of ___pixels high x ___pixels long. Total of 16 static messages OR 3 animations and 10 static holiday messages.</p> <p>Customer hereby acknowledges that the costs for obtaining permits are excluded from the price of this agreement. Charges for procurement, design, engineering and inspection, required by the permitting process will be billed to the customer on a time and material basis. Permit fees will be billed to customer at cost.</p> <p>Payment Terms 50% of Total Price due upon acceptance of this Agreement, balance is due 30 days after completion of installation.</p>	<p>\$599.00</p>
Subtotal	\$87,907.91
Tax Total (%)	\$2,030.92
Total	\$89,938.83

Agreement Acceptance

YESCO's Standard Terms and Conditions, available below and at www.yesco.com/terms/standardtermsandconditions.pdf, are an integral part of this agreement and are incorporated by reference. San Diego Unified School District acknowledges that it has accessed and reviewed the [Standard Terms and Conditions](#). Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

San Diego Unified School District	YESCO LLC
Signature	Signature
Title	Title
Name	Name
Date Signed	Date Signed

Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. "YESCO" refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Pricing Exclusions: YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED. If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

6. Limited Warranty:

A. New Signs, Lighting, and other Manufactured Products. YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any.

B. Service and Retrofit Services. YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of YESCO's negligence or willful misconduct, you agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation. For Work in Colorado, connection of the goods to electrical power is excluded from the Work unless specifically described in the Agreement as an inclusion. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

F. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

G. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



Invoice

Bill To

Magnolia Science Academy
6525 Estrella Ave
San Diego CA 92120
United States

Ship To

Magnolia Science Academy
6525 Estrella Ave
San Diego CA 92120
United States

Remit To

Yesco Signs LLC
10235 Bellegrave Avenue
Jurupa Valley CA 91752
United States

Project Number / Invoice #	Terms	Account Executive
PRY-35402	DUE UPON ACCEPTANCE	100699 Sheri Stahlheber

Item	Amount
Down Payment Invoice for 50% (Prefunding)	\$44,969.42
Total	\$44,969.42

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account

Name of Bank

Checking

Savings

Bank Account Number

Routing Number

Bank City and State

E-mail Address for Receipt

Phone

Authorized Signature

Date

EXHIBIT C

Electronic Sign Design

MAGNOLIA SCIENCE ACADEMY

SUPPLY AND INSTALL ONE (2) ELECTRONIC POLE SIGNS

6525 Estrella Ave., San Diego, CA 92120

Table of Contents:

Sheet CV..... Cover Page
 Sheet SP 1..... Site Plan, Vicinity Map
 Sheet SP 2..... San Diego Parcel Map
 Sheet DSN 1.0..... SIGN A - Pole - Rendering
 Sheet DSN 1.1..... SIGN B - Pole - Rendering
 Sheet DSN 1.2..... SIGNS A and B - Pole - Specifications

GENERAL NOTES:
 All work shall comply with
 2022 California Building Code
 2022 California Electrical Code
 2022 California Energy Code, Title 24
 2022 California Fire Code
 2022 California Green Building Standards Code
 2022 California Mechanical Code

GENERAL NOTES
 NOTE: CUSTOMER TO PROVIDE TITLE 24 COMPLIANT SIGN LIGHTING CONTROLS (AUTOMATIC TIME SWITCH & PHOTO CELL)
 CUSTOMER TO PROVIDE PRIMARY POWER TO EACH SIGN LOCATION
DEDICATED SIGN CIRCUIT

 This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

California Region
 CALIFORNIA CONTRACTOR LICENSE NO. 980688
LOS ANGELES
 10235 Bellegrove Avenue
 Jurupa Valley, CA 91752
 (866) 959-3726



© YESCO LLC This drawing was created to assist in visualizing our proposal. The original ideas herein are the property of YESCO LLC. Permission to copy or reuse this drawing can only be obtained through a written agreement with YESCO LLC. See your sales representative or call the nearest office of YESCO LLC.

PROJECT NAME / LOCATION:



Magnolia Science Academy
 6525 Estrella Ave.
 San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
 Sheri Stahlheber
 DESIGNER: DATE:
 Lance Taylor 09/02/21

REVISIONS:

DESIGNER:	DATE:
PA Nolen	09/02/21
Relocate wall sign / Reduce height to 8'-0"	09/02/21
Relocate wall sign / Reduce height to 8'-0"	09/02/21
Relocate wall sign / Reduce height to 8'-0"	09/02/21
R2 LT	05/24/23
Relocate Sign B	

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 Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.
 Note: The proportion of signs shown on building and landscape area photos is an approximate representation.
 Note: This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

SHEET:

CV

SIGN KEY

SCOPE OF WORK:

- Remove and junk existing wooden sign;
- Supply and install new 5'-2 $\frac{3}{4}$ " x 10'-1 $\frac{1}{4}$ " Electronic Pole Sign.
- Supply and install new 2'-9 $\frac{1}{4}$ " x 7'-7 $\frac{3}{4}$ " Electronic Wall Sign.
- Fabricate and install new 2'-0" x 7'-7 $\frac{3}{4}$ " ID Sign, Integral with Wall EMC

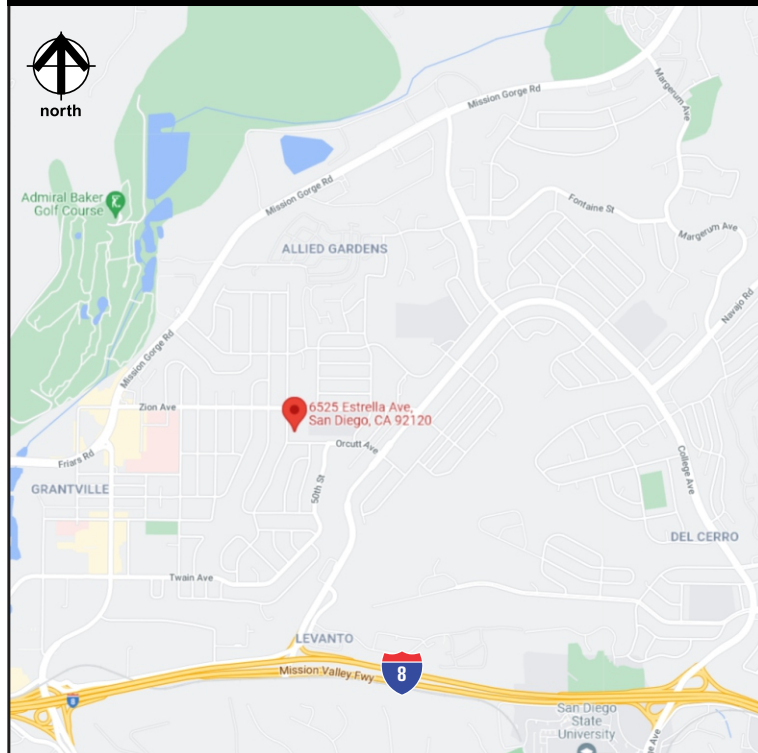


A Pole Sign Location #1



B Pole Sign Location #2

VICINITY MAP



SITE PLAN



SITE PLAN
Scale: N.T.S.

California Region
CALIFORNIA CONTRACTOR LICENSE NO. 980688
LOS ANGELES
10235 Balblgrave Avenue
Jurupa Valley, CA 91752
(866) 959-3726



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PROJECT NAME / LOCATION:



Magnolia Science Academy
6525 Estrella Ave.
San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
Sheri Stahlheber
DESIGNER: Lance Taylor
DATE: 09/02/21

REVISIONS:

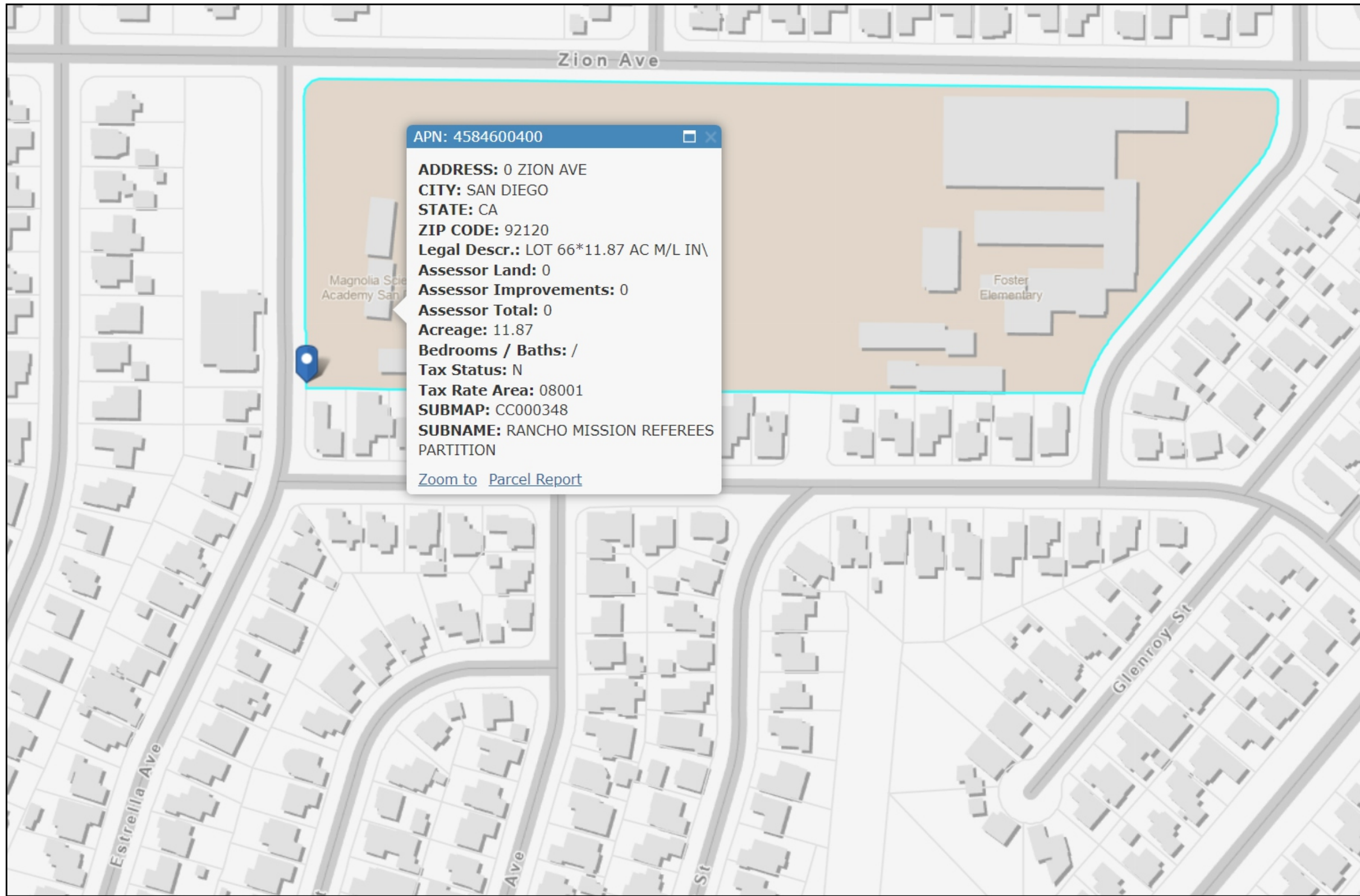
NO.	DESCRIPTION	DATE
1	NOlen	09/02/21
2	Relocate wall sign / Reduce height to 8'-0"	05/24/23

R2 LT 05/24/23
Relocate Sign B

Lance Taylor

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SHEET:



APN: 4584600400

ADDRESS: 0 ZION AVE
CITY: SAN DIEGO
STATE: CA
ZIP CODE: 92120
Legal Descr.: LOT 66*11.87 AC M/L IN\
Assessor Land: 0
Assessor Improvements: 0
Assessor Total: 0
Acreage: 11.87
Bedrooms / Baths: /
Tax Status: N
Tax Rate Area: 08001
SUBMAP: CC000348
SUBNAME: RANCHO MISSION REFEREES PARTITION

[Zoom to](#) [Parcel Report](#)



San Diego Parcel Map

California Region

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 10235 Belgrave Avenue
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ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
Sheri Stahlheber
 DESIGNER: DATE:
Lance Taylor 09/02/21

REVISIONS:

DESIGNER:	DATE:
R2 Nolan	05/11/22
Relocate wall sign /	05/11/22
Relocate sign / Reduce	05/11/22
height to 8'-0"	05/11/22

R2 LT 05/24/23
 Relocate Sign B

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SHEET:

SP 2



B POLE MOUNTED S/F SAMSUNG PRISMVIEW XPR-B 12X6 - LOCATION#2
SCALE: N.T.S.

California Region

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Jurupa Valley, CA 91752
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PROJECT NAME / LOCATION:



Magnolia Science Academy
6525 Estrella Ave.
San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
Sheri Stahlheber
DESIGNER: DATE:
Lance Taylor 09/02/21

REVISIONS:

DESIGNER:	DATE:
PA X Nolen	05/11/21
Relocate wall sign /	Reduce to 8'-0"
Relocate to 8'-0"	XX/XX/XX
R2 LT	05/24/23
Relocate Sign B	

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SHEET:

DSN 1.1



SIGN SPECS		
A	EMC	PIXEL SPACING 16mm
		COLOR Full Color
B	CABINET	MATERIAL Aluminum
C	POST	MATERIAL 4x6 Steel Tube

A B TWO (2) POLE MOUNTED S/F SAMSUNG PRISMVIEW XPR-B 12X6
SCALE: 1" = 1'-0"

SIDE VIEW
SCALE: 1" = 1'-0"

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PROJECT NAME / LOCATION:

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 6525 Estrella Ave.
 San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
 Sheri Stahlheber

DESIGNER: DATE:
 Lance Taylor 09/02/21

REVISIONS:

DESIGNER:	DATE:
JA X Nolen	02/11/22
JA X Wall sign / 10'x20'x6"	02/11/22
JA X Sign / Reduce 10'x20'x6"	02/11/22
JA X to 8'-0"	XX/XX/XX

R2 LT 05/24/23
Relocate Sign B

Lance Taylor

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SHEET:
DSN 1.2