

AIMS Board of Directors Meeting Item Cover Letter

Item:		
Presented By:		
Staff Recommendation:		
Committee Approval:		
Total Associated Cost:		
Included in Budget?		
Funding Source:		
Over/Under Budget?	Amount Over/Under Budget?	
Included in LCAP?		
Which LCAP?		



200097-04

09/10/2021 Date: Expires: 10/10/2021

Drawing Numbers: 200097-03

Project: AIMS K-12 College Prep School District Client:

AIMS K-12 College Prep School District 171 12th St

171 12th St

Oakland, CA 94607

Oakland, CA 94607

Contact: Tiffany Tung 510 893 8701 tiffany.tung@aimsk12.org

We are pleased to offer this proposal for the following services at the above location.

Project Description: Item Total:

1. Manufacture and install the following;

A. **Option 1**. (1) 36" h x 23' 6" w x 6" deep S/F illuminated wall sign. Hinged aluminum extruded cabinet with stencil cut aluminum face backed with white acrylic letters and logo (logo to have translucent digital print graphic). Sign to have dark bronze painted finish, white LED module illumination (power supplies within sign) and mounted flush to wall.

A. **Option 2**. (1) 36" h x 23' 6" w x 6" deep S/F illuminated wall sign. Hinged aluminum extruded cabinet with white polycarbonate face, duranodic bronze vinyl letters and translucent digital print logo. Sign to have dark bronze painted finish, white LED module illumination (power supplies within sign) and mounted flush to wall.

B. (1) 42 3/8" h x 36" w x 1" deep aluminum Reverse Pan logo, painted black with digital print graphic. Flush mount on wall.

Manufacture: \$9,537.41

A. **Option 1.** (1) 36" h x 23' 6" w x 6" deep S/F illuminated wall sign. Hinged aluminum extruded cabinet with stencil cut aluminum face backed with white acrylic letters and logo (logo to have translucent digital print graphic). Sign to have dark bronze painted finish, white LED module illumination (power supplies within sign) and mounted flush to wall.

Manufacture: \$8,065.47

A. **Option 2**. (1) 36" h x 23' 6" w x 6" deep S/F illuminated wall sign. Hinged aluminum extruded cabinet with white polycarbonate face, duranodic bronze vinyl letters and translucent digital print logo. Sign to have dark bronze painted finish, white LED module illumination (power supplies within sign) and mounted flush to wall.

Manufacture: \$1,222.54

B. (1) 42 3/8" h x 36" w x 1" deep aluminum Reverse Pan logo, painted black with digital print graphic. Flush mount on wall.

Install: \$3,845.65

A. **Option 1 or 2**.. (1) 36" h x 23' 6" w x 6" deep S/F illuminated wall sign. Hinged aluminum extruded cabinet mounted flush to wall.

Seller Buyer Salesperson: Erik Karlsrud



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B. (1) 42 3/8" x 36" non illuminated reverse P/C aluminum logo. Stud mounted flush on wall.

Deposit Rate: 50% Subtotal: \$22,671.07 Deposit: \$12,206.21 Tax: \$1,741.35

Total: \$24,412.42

ALL PRICING IS PENDING SITE SURVEY IF REQUIRED

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change. Quote for standard and unobstructed installation during regular business days/hours. Quote for standard drywall/brick type surface only unless otherwise indicated in this contract. Any last minute schedule changes may result in additional charges.

Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others. Any notary service required will be additional \$70.00 for each document.

Subcontractor Agreements/Contracts: If client decides not sign this proposal and send there own agreement/contract there **WILL** be a cost for review.

Warranty: 12 months against defective materials and 12 month unconditional guarantee on parts and labor.

Terms: 50% advanced deposit with balance due upon completion of project.

Terms & Conditions:

- 1) Taxes: Buyer agrees to pay any and all County, State and Federal taxes imposed upon the sale of personal property in addition to the mentioned price immediately upon the rendering of an invoice.
- 2) Approval: This order is not subject to countermand, cancels all previous understandings, written or oral, constitutes the whole contract between the parties but is not binding upon Seller until signed by an authorized buyer.
- 3) Title: Title to said Displays is reserved in Seller's name until all sums provided for herein are paid in full. In the event of default in any payment when due, all unpaid accounts due hereunder, shall at Seller's option, become immediately due and payable and Seller may either repossess said Display, sell the same at public or private sale, without notice, and recover from Buyer any difference between the proceeds, less all expenses of repossessions and sale, and unpaid remainder due hereunder, or, sue for, said entire unpaid remainder. In the event it becomes necessary for Seller to employ an attorney, Buyer agrees to pay a reasonable sum as attorney's fees.
- 4a) In the event there shall be any difference between the Buyer's copy of the form of this agreement and the Seller's form, the signed contract shall prevail and shall be conclusively deemed the true and correct form of this contract.
- 4b) Change Order: All change orders shall be in writing and signed both by Client and Golden Gate Sign authorized signatory, and shall be incorporated in, and become a part of the contract.
- 5) Permits and Licenses: Seller shall obtain, as Buyer's agent, all original permits and licenses from public authorities for the installation of the Display. Charges for permits and local licenses, and/or inspection fees, will be extra at time and material and are due and payable upon issuance of the same. Any special testing and/or certification and/or additional work required by local government agencies to be extra at time and material. In the event of permit denial, Seller shall be reimbursed all costs and labor incurred in attempting to procure permit. Buyer shall obtain the necessary permits from the owner of the premises and others, exclusive of public authorities, whose permission is requisite for the installation of the display, and shall be responsible that such permission shall not be revoked. Revocation of any permit required for installation and maintenance of Display shall not relieve Buyer from the payment of all sums due in accordance with the terms of this agreement.
- 6) Certified Payroll & Bonds: Any additional administrative costs, such as certified payroll, will be billed accordingly, as well as any additional expenses for bonds.

 7) Service Wiring: Cost of Electricity: Reinforcement of Building: Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved type to the location of Display prior to installation of Display, make connection thereof to Display, and shall pay for all electrical energy used by Display and shall be responsible for the supply thereof, unless specifically stated in writing to the contrary. Buyer shall provide all necessary reinforcements to the building on which

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Salesperson: Erik Karlsrud	Duyei		



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Display is installed. Buyer shall pay for costs of relocating power lines, or other obstacles, to comply with the laws of Federal, State, or Municipal agencies. The price fixed herein is based on the assumption that installation will be in normal soil. In the event adverse soft conditions or underground obstructions are encountered, the parties agree to adjust the extra installation costs based on Seller's additional cost. The price fixed herein is also based on the assumption that mounting surfaces are conducive to normal installation procedures. In addition, concrete walls and surfaces are assumed to be of normal density. Should adverse conditions exist, such as rebar, hidden steel members, and/or high specification concrete, which impedes drilling of same, then the parties agree to adjust the extra installation costs based on Seller's additional cost.

- 8) Painting: Upon removal of signs that are attached to building walls, fascias, or other structures, Buyer will, unless otherwise specified, patch all mounting and electrical holes in conjunction with the removal, and spot paint the patch marks with a color that, if specified, is determined by Seller to be reasonably close to the existing color. Because of fading, weathering and possible differences in surface textures, Seller makes no guarantee to match the existing colors exactly. Additionally, there are times when it may be necessary to have entire wall sections or fascia areas repainted to get rid of "shadowing" and ensure color matches. That painting, if required, is to be the sole responsibility of the Buyer.
- 9) Fabrication of Display; Price Increases for Deferred Fabrication or Delivery: Seller shall commence fabrication of Display promptly following receipt of all permits, licenses and consents specified herein unless the terms of this agreement or instructions from Buyer provide for Seller not to commence fabrication of Display until a later date, occurrence or event. If, for any reason other than fault or neglect of Seller, fabrication shall not be commenced within 90 days from the date of Seller's acceptance of this agreement, or if delivery or tender of Display shall be delayed, deferred or postponed, for any reason other than fault or neglect of Seller, beyond 12 months from the date of such acceptance, then, in any such event, the price of Display specified herein shall be subject to increase, as determined by Seller, on the basis of applicable labor, material and transportation cost increases incurred by Seller subsequent to such acceptance date. Seller shall promptly advise Buyer of any price increase resulting from the provisions of this paragraph.
- 10) Fabrication Interruptions: If, after fabrication of Display is commenced, Seller shall cease scheduled fabrication at the request of Buyer or by reason of any act or omission of Buyer, then Buyer, in addition to all its other obligations under this agreement, shall be responsible for all of Seller's costs and expenses thereby resulting and for all additional costs and expenses incurred upon recommencement of fabrication, including, without limitation, increased labor and materials costs incurred by Seller in completion of fabrication. Any cessation or extension of scheduled fabrication requested by Buyer shall be in the sole discretion of Seller and shall not relieve Buyer of any of its obligations under this agreement.
- 11) Indemnification: Buyer shall indemnify Seller against and hold Seller harmless from, all claims, actions, proceedings, costs, damages and liabilities, including attorneys fees, arising out of, connected with, or resulting from the installation and maintenance of said Display which arises from the operations or conduct of Buyer or his agents, the use of any trade names, trademarks, copyrights, or patents utilized in the said Display, or, any disputes with the owner or lien holder of the premises, or any government agency or authority seeking to revoke a permit or license or to enjoin or have the Display declared a nuisance
- 12) Credit Reference: At Seller's discretion, Seller may request, coincidentally with delivery of this agreement, current financial statements together with financial information and references on forms provided by Seller. Buyer agrees to provide further information promptly upon request by Seller at any time during the term of this agreement, which reflect the financial condition of Buyer's business, not limited to, but including, financial statements for the current accounting period. Buyer further authorizes Seller to obtain TRW, Dunn & Bradstreet or some other similar credit check of Buyer from time to time until Buyer has paid in full for the Display.
- 13) Warranty: Seller warrants to Buyer that Display (excluding lamps as to which Seller makes no warranty) at the time of delivery or installation, if applicable, will be free from defects of material and workmanship, and will be in accordance with specifications which are a part of this agreement. Seller's sole obligation under these warranties is limited to either at Seller's option, repairing or furnishing a replacement for Display or the parts thereof, which Seller determines to not conform to these warranties, and Buyer's exclusive remedy for breach of any such warranty will be enforcement of such obligation of Seller. Seller's obligations hereunder shall extend only to defects for which Buyer shall have given Seller written notice thereof within 90 days after date of delivery or installation, if

applicable, and shall in no event extend to consequential damages or damages for loss of use of Display. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE. AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

14) Dispute Resolution: Buyer agrees to mediate any dispute or claim arising out of or relating to this order before resorting to arbitration or court action. Mediation is a process by which parties attempt to resolve a dispute or claim by submitting it to an impartial neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. Mediation fees, if any, shall be divided equally among the parties involved. Evidence of anything said, any admission made, and any documents prepared, in the course of the mediation, shall not be admissible in evidence, or

	Ruyor	Seller	
Salesperson: Erik Karlsrud	Buyer	3ellel	



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subject to discovery in any arbitration or court action, pursuant to Evidence Code Section 1152.5. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then in the discretion of the arbitration(s) or judge, that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such arbitration or court action. Any dispute or claim in law or in equity arising out of or relating to this order, which is not settled through a mediation, shall be decided by neutral, binding arbitration and not by court action, except as provided by CA law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of either the American Arbitration Assoc. construction industry rules, or Judicial Arbitration and Mediations Services, Inc./Endispute (J.A.M.S./Endispute). The claimant first filing for arbitration shall make the selection between A.A.A. and J.A.M.S./Endispute rules. The parties to arbitration may agree in writing to use different rules and/or arbitrator(s). In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the CA Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. Should either Seller or Buyer employ an attorney to institute arbitration and/or litigation to enforce any of the provisions hereof, to protect its interests in any manner arising under this order or to collect damages for the breach of this order, the prevailing party shall be entitled to recover reasonable attorneys fees, costs, charges and expenses, including consultants and/or expert witness fees, expended or incurred therein.

- 15) Inspection: Buyer shall inspect the Display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days of installation, the Display shall be deemed in all respects approved and satisfactory to Buyer.
- 16) Delivery and Performance: Seller shall commence the construction of Display and prosecute the work thereon with due diligence until the completion. All obligations to be performed by Seller hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control. Completion of the Display, ready for installation, shall be deemed equivalent of actual installation in the event that Seller shall be prevented from making the installation by reason of failure or neglect of Buyer to prepare the premises for such installation, as herein provided, or other default on the part of Buyer. Buyer will provide reasonable access to area behind Display, if required to complete installation of it.
- 17) Designs & Drawings: Customer acknowledges that Golden Gate Sign Company's designs and drawings are original unpublished drawings prepared for customer in a sign program designed exclusively for customer's business. The designs and drawings are the exclusive property of Golden Gate Sign Company and are not to be shown to anyone outside of customer's organization, nor to be reproduced, copied or exhibited in any fashion. Customer specifically agrees that Golden Gate Sign Co. will be entitled to injunctive relief (in addition to all other legal remedies) in a court of competent jurisdiction, for any violation of these terms.

18) Price: is based on simultaneous fabrication and installation of all signage proposed in this agreement.

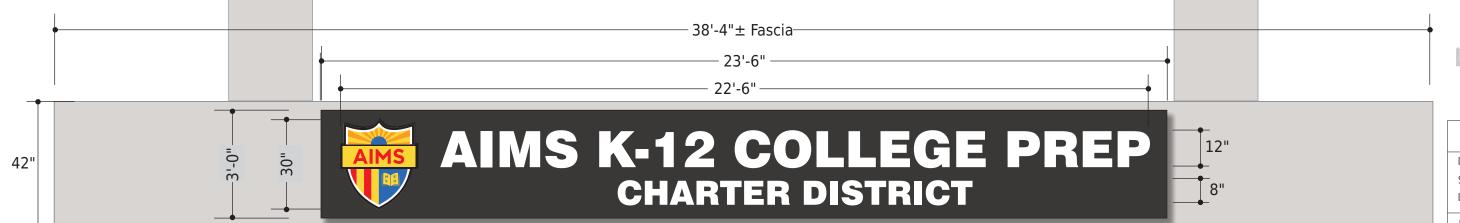
I/we: herewith order said Display in accordance with the above terms and conditions.

Salesperson: Erik Karlsrud Buyer's Acceptance	Title	Date	
Seller's Acceptance	Title	Date	



171 12th St / Oakland, CA 94607





Option 1

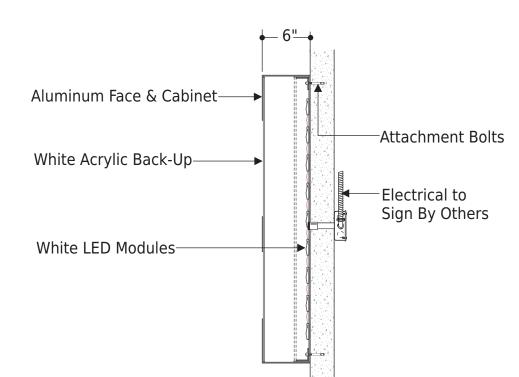
Aluminum Cabinet & Face - Flush Mounted on Fascia Scale: 3/8"=1'-0"

-8 5/16" Deep Aluminum Cabinet –Aluminum Face -Stencil Cut /Routed Graphics w/ White Acrylic Back-Up

Print Applied to 1st surface of

White Acrylic Back-Up

Logo is a Translucent Digital



- Sign Cabinet & Face is Dark Bronze
- Logo Has a Digital Print w/ UV Protection
- Sign Is Illuminated w/ White LED Modules
- Remove Existing Letters





2500 Bisso Lane, Suite 200 Concord, CA 94520 925.771.6300 Phone CA License #665363

200097-03

January 6, 2020 Eric Karlsrud G. Graves

Date: 9/1/21 Rev. #: 1 Revision Notes:

Change Entrance sign to Illum.

X Exterior

X Single Faced Double Faced

X Illuminated

Non-Illuminated

Type of Lighting:

Other



Customer Approval

MM/DD/YYYY

planning for you. It is not to be copied

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





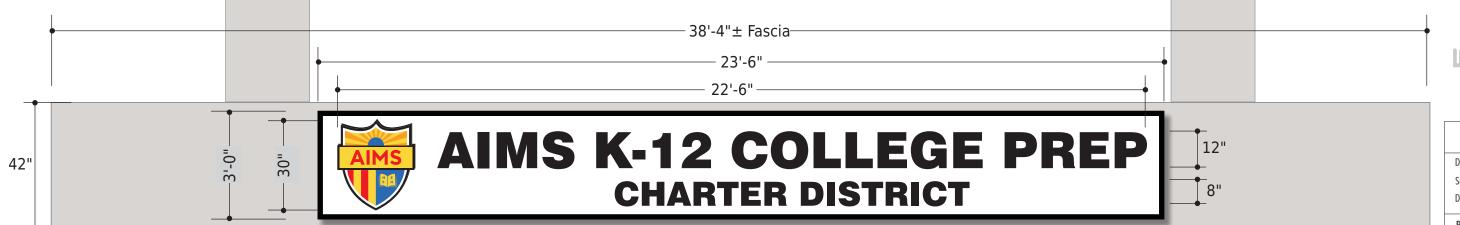








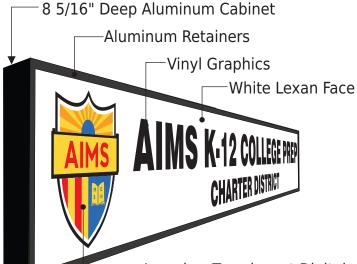
Sheet No.



Option 2

Aluminum Cabinet - Flush Mounted on Fascia

Scale: 3/8"=1'-0"



- Logo is a Translucent Digital Print Applied to 1st surface of White Acrylic Back-Up
- Aluminum Face & Cabinet -Attachment Bolts White Acrylic Back-Up-Electrical to Sign By Others White LED Modules-

- Sign Cabinet is Dark Bronze
- Face is Translucent White Lexan
- Logo Has a Digital Print w/ UV Protection
- Sign Is Illuminated w/ White LED Modules
- Remove Existing Letters





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200097-03

January 6, 2020 Eric Karlsrud G. Graves

Date: 9/1/21 Rev. #: 1 Revision Notes:

Change Ent Cabinet	rance sign to Illum.
	Y Enterior

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X L.E.D.



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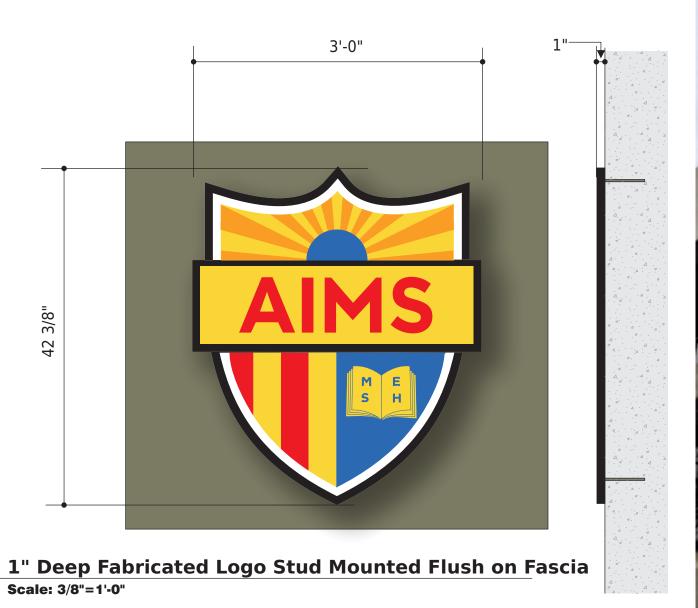




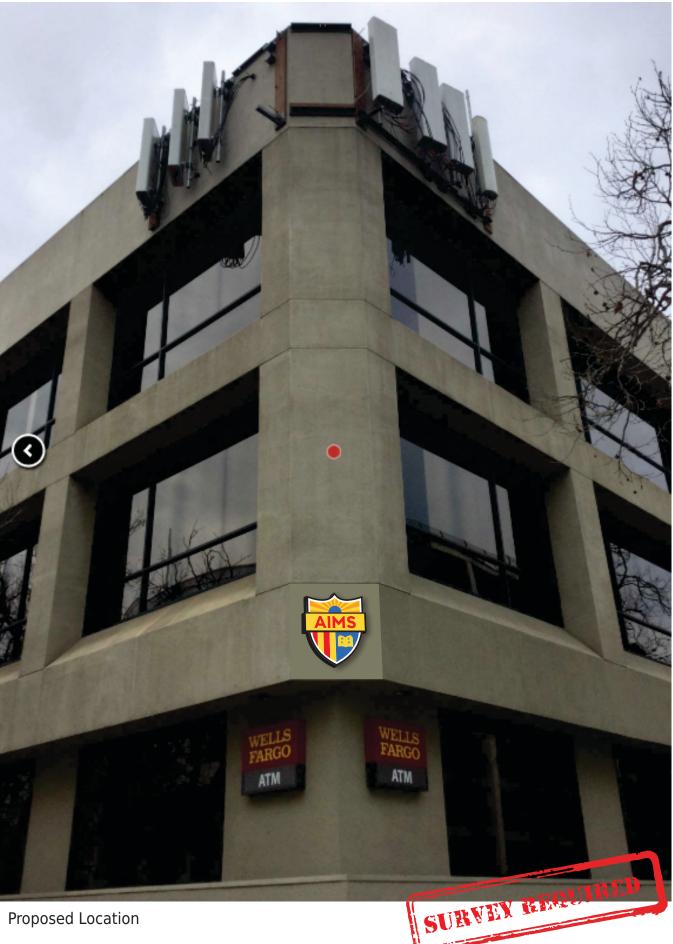




Sheet No.



1" Deep Fabricated Aluminum Pan Painted Dark Black w/ Digitally Printed Graphics on 1st Surface





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Project ID 200097-03

January 6, 2020 Eric Karlsrud G. Graves

Date: 9/1/21 Rev. #: 1

Revision Notes: Change Entrance sign to Illum. Cabinet

X Exterior

X Single Faced Double Faced

Illuminated

X Non-Illuminated

Type of Lighting:

Lamps L.E.D. Other



Customer Approval

MM/DD/YYYY

zur z Au Kigins Keservea. Inis is an original unpublished drawing submitted in connection with a project we re-planning for you. It is not to be copied, reproduced, exhibited or shown to anyone outside of your organization without written permission of Golden Gate Sign Company.

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Sheet No.