



## 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?





# PROPOSAL

200097-04

Date: 09/10/2021

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  
Oakland, CA 94607

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

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

**Deposit Rate: 50%**  
**Deposit: \$12,206.21**

**Subtotal: \$22,671.07**  
**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

**Salesperson: Erik Karlsrud**

Buyer \_\_\_\_\_ Seller \_\_\_\_\_



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200097-04

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**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

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

**Salesperson: Erik Karlsrud**

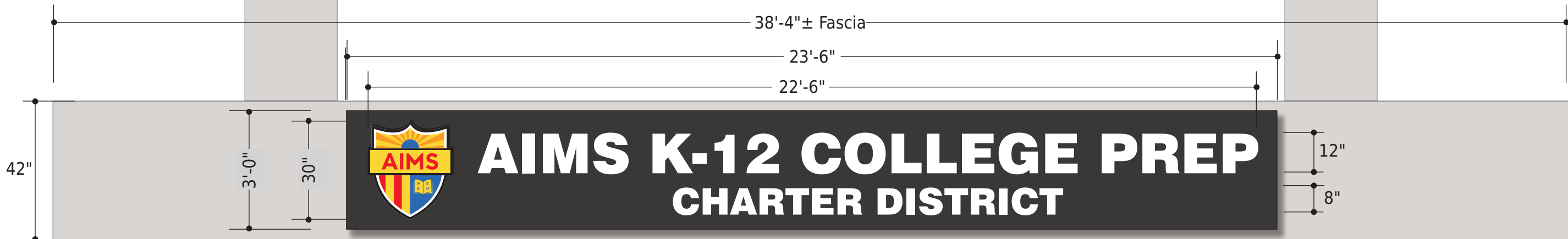
Buyer \_\_\_\_\_ Seller \_\_\_\_\_





171 12th St / Oakland, CA 94607





**GOLDEN GATE SIGN**  
Company, Inc.  
2500 Bisso Lane, Suite 200  
Concord, CA 94520  
925.771.6300 Phone  
CA License #665363

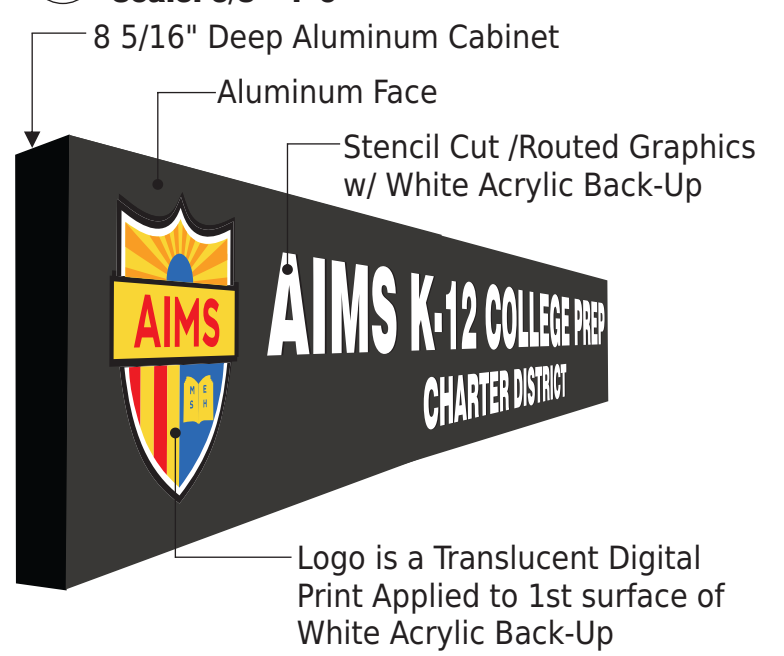
Project ID  
**200097-03**  
Date: January 6, 2020  
Sales: Eric Karlsrud  
Designer: G. Graves  
Rev. #: 1 Date: 9/1/21

Revision Notes:  
1. Change Entrance sign to Illum. Cabinet  
2.  
3.  
4.

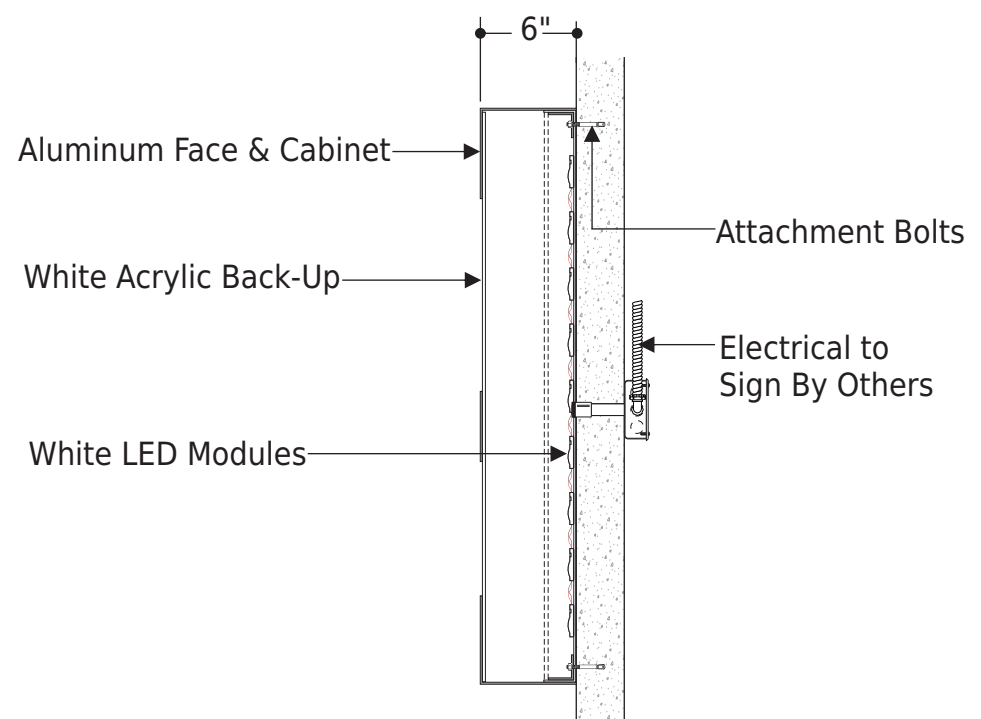
Interior  Exterior  
 Single Faced  Double Faced  
  
 Illuminated  
 Non-Illuminated  
Type of Lighting:  
 Lamps  L.E.D.  
 Neon  Other

**Option 1**

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



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



Proposed New Letters on Fascia

**AIMS**  
171 12th St  
Oakland, CA 94607

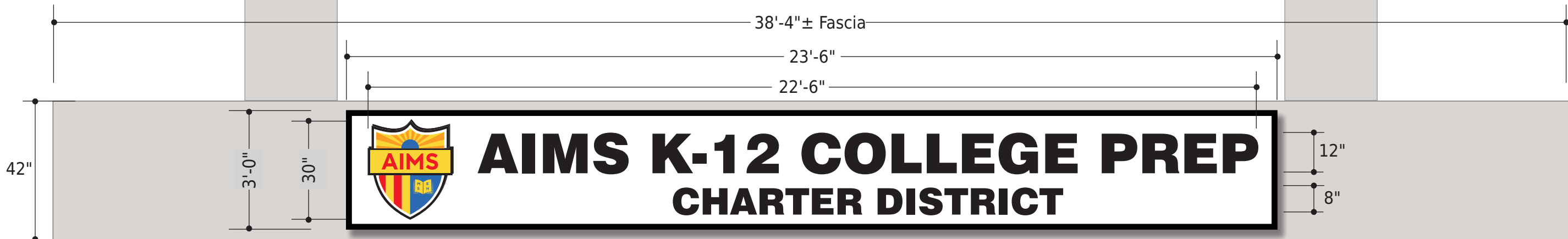
Customer Approval  
Signature  
MM/DD/YYYY

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



Sheet No.  
**1.0**

**SURVEY REQUIRED**



**GOLDEN GATE SIGN**  
Company, Inc.  
2500 Bisso Lane, Suite 200  
Concord, CA 94520  
925.771.6300 Phone  
CA License #665363

Project ID  
**200097-03**

Date: January 6, 2020  
Sales: Eric Karlsrud  
Designer: G. Graves

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

**Revision Notes:**

1. Change Entrance sign to Illum. Cabinet
- 2.
- 3.
- 4.

Interior  Exterior

Single Faced  Double Faced

Illuminated  
 Non-Illuminated

Type of Lighting:  
 Lamps  L.E.D.  
 Neon  Other



171 12th St  
Oakland, CA 94607

**Customer Approval**

Signature \_\_\_\_\_

MM/DD/YYYY \_\_\_\_\_

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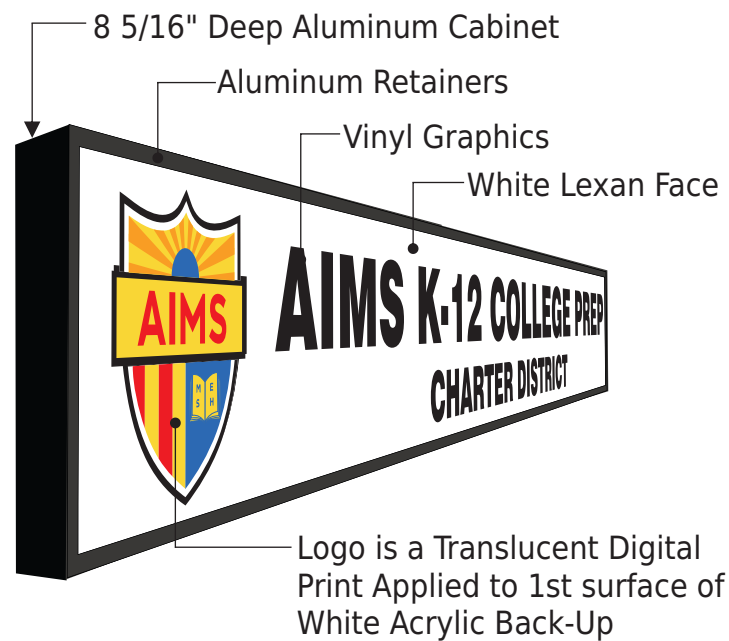
Sheet No.

**1.0**

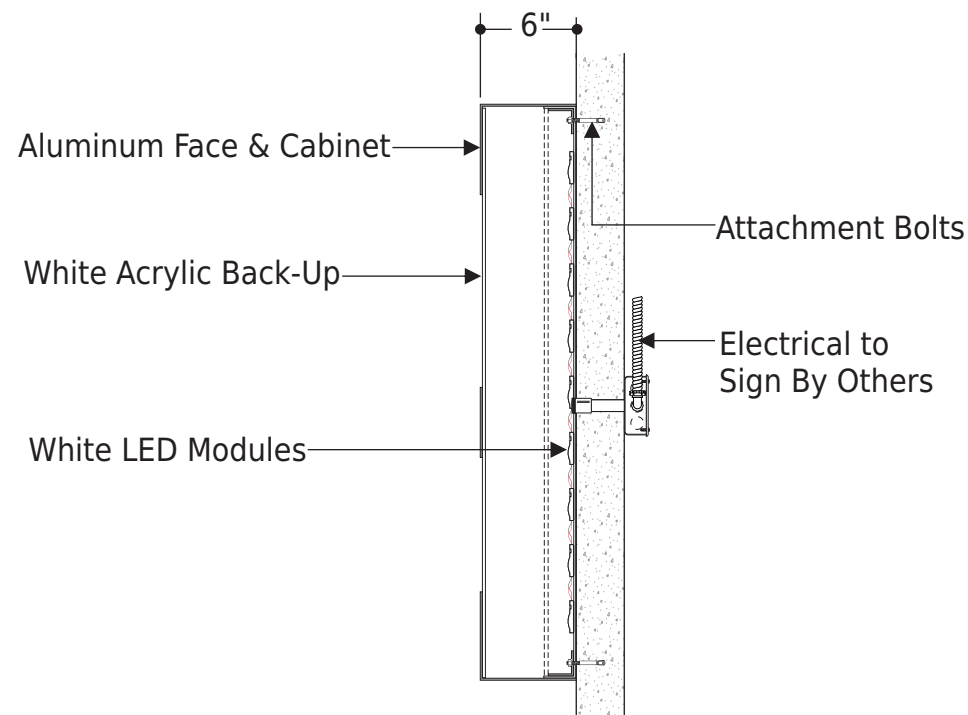
**Option 2**

**A Aluminum Cabinet - Flush Mounted on Fascia**

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



- 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



Proposed New Letters on Fascia

**SURVEY REQUIRED**



**Revision Notes:**

1. Change Entrance sign to Illum. Cabinet
- 2.
- 3.
- 4.

- Interior  Exterior  
 Single Faced  Double Faced

- Illuminated  
 Non-Illuminated

**Type of Lighting:**

- Lamps  L.E.D.  
 Neon  Other



171 12th St  
Oakland, CA 94607

**Customer Approval**

Signature

MM/DD/YYYY

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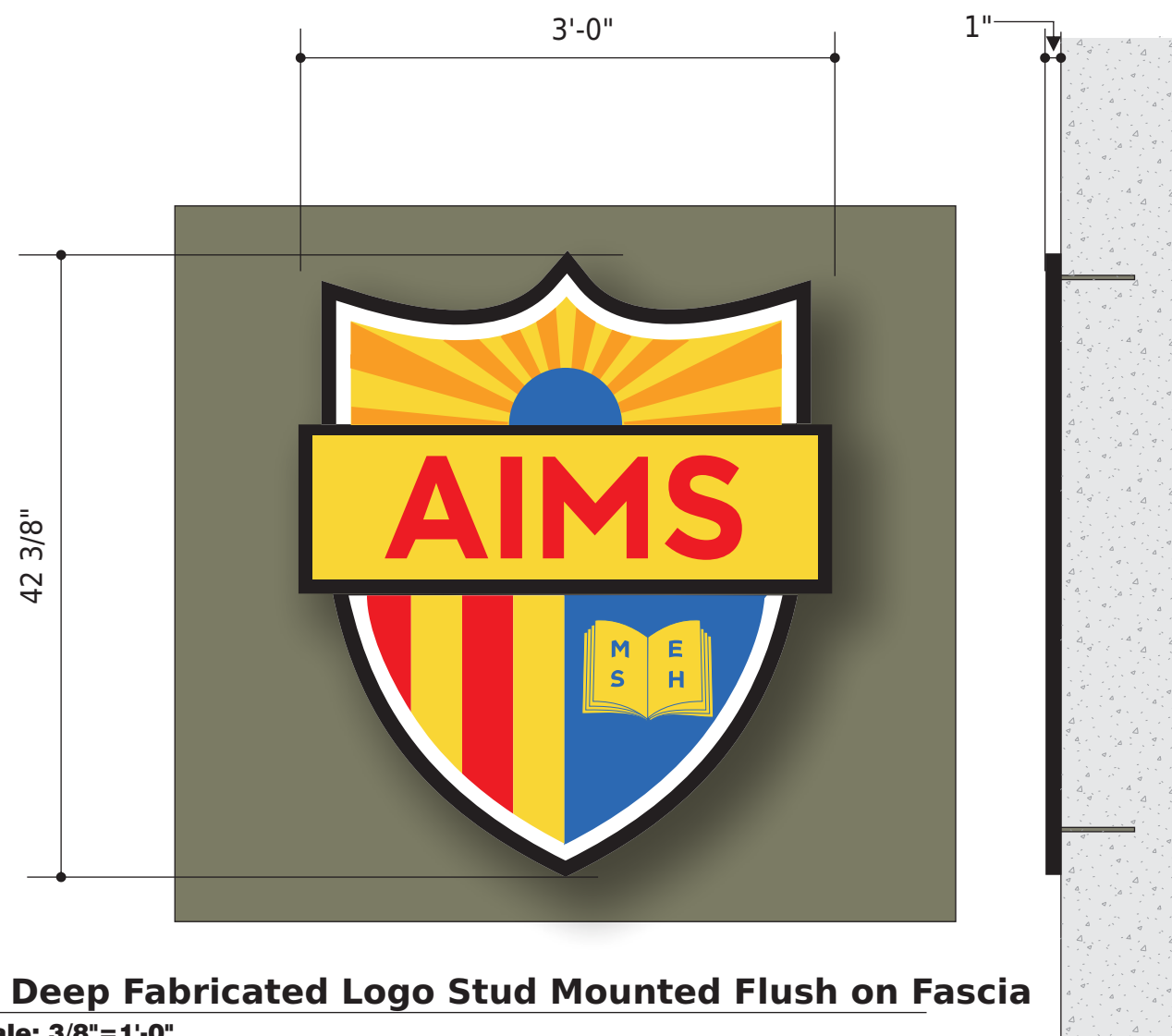


**TITLE 24**  
All Signs to be Title 24 Compliant



Sheet No.

**2.0**



**B 1" Deep Fabricated Logo Stud Mounted Flush on Fascia**  
Scale: 3/8"=1'-0"

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



Proposed Location

**SURVEY REQUIRED**