

DESIGN, MANUFACTURING AND INSTALLATION SERVICES FOR A CIVIC CENTER
DYNAMIC MESSAGE SIGN – COAST SIGN, INC.

August 10, 2010

Page 2 of 2

The project will cost \$53,852.00. The abovementioned Proposition 1B funding will offset this cost.

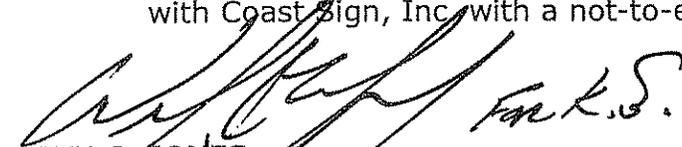
FINANCIAL IMPACT

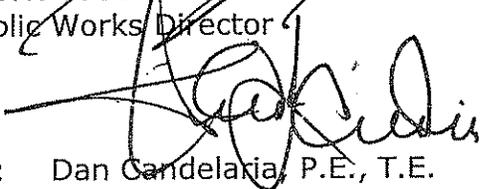
There will be no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award consultant contract for design, manufacturing and installation services to Coast Sign, Inc. for a civic center dynamic message sign.
- Authorize the City Manager and City Clerk to sign a consultant agreement with Coast Sign, Inc. with a not-to-exceed amount of \$53,852.00.

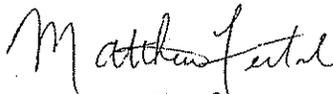
Wm

KEITH G. JONES
Public Works Director


By: Dan Candelaria, P.E., T.E.
City Traffic Engineer

Attachment 1: Location Map and Recommended Design Alternative

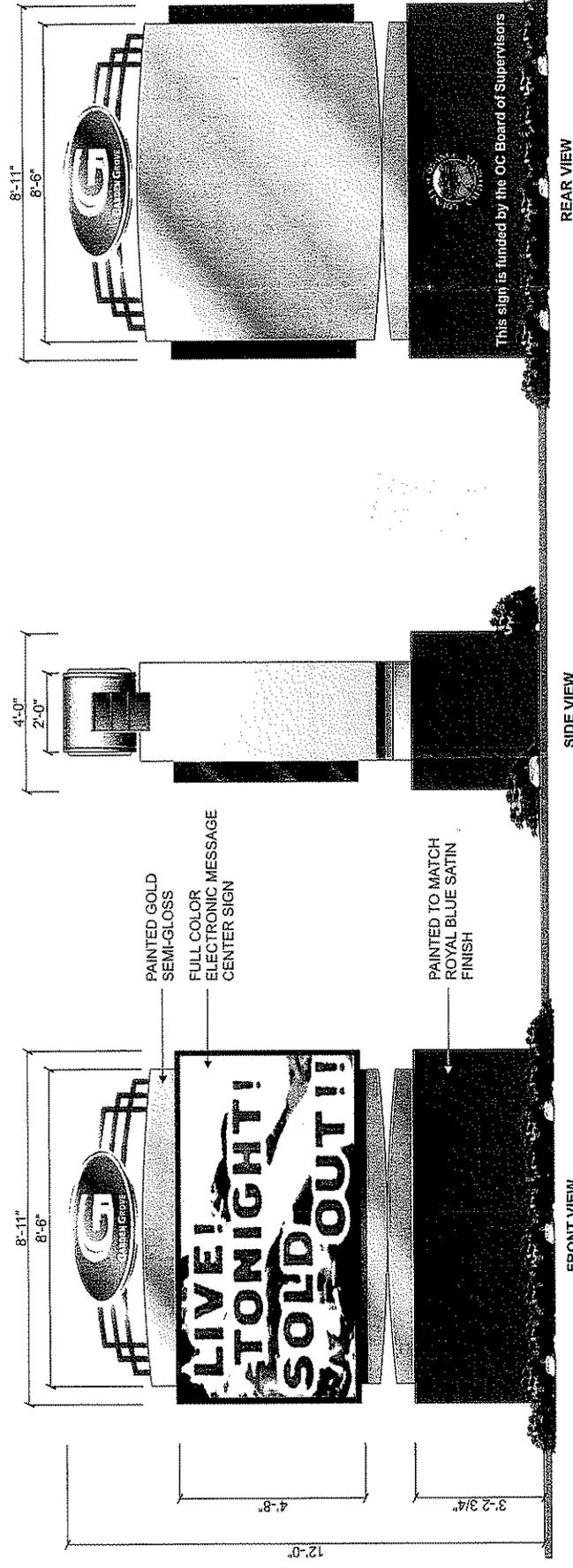
Attachment 2: Consultant Agreement

Recommended for Approval



**Matthew Ferial
City Manager**

OPTION 3
ATTACHMENT # 1



FRONT & SIDE VIEW @ ILLUMINATED MONUMENT SIGN

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

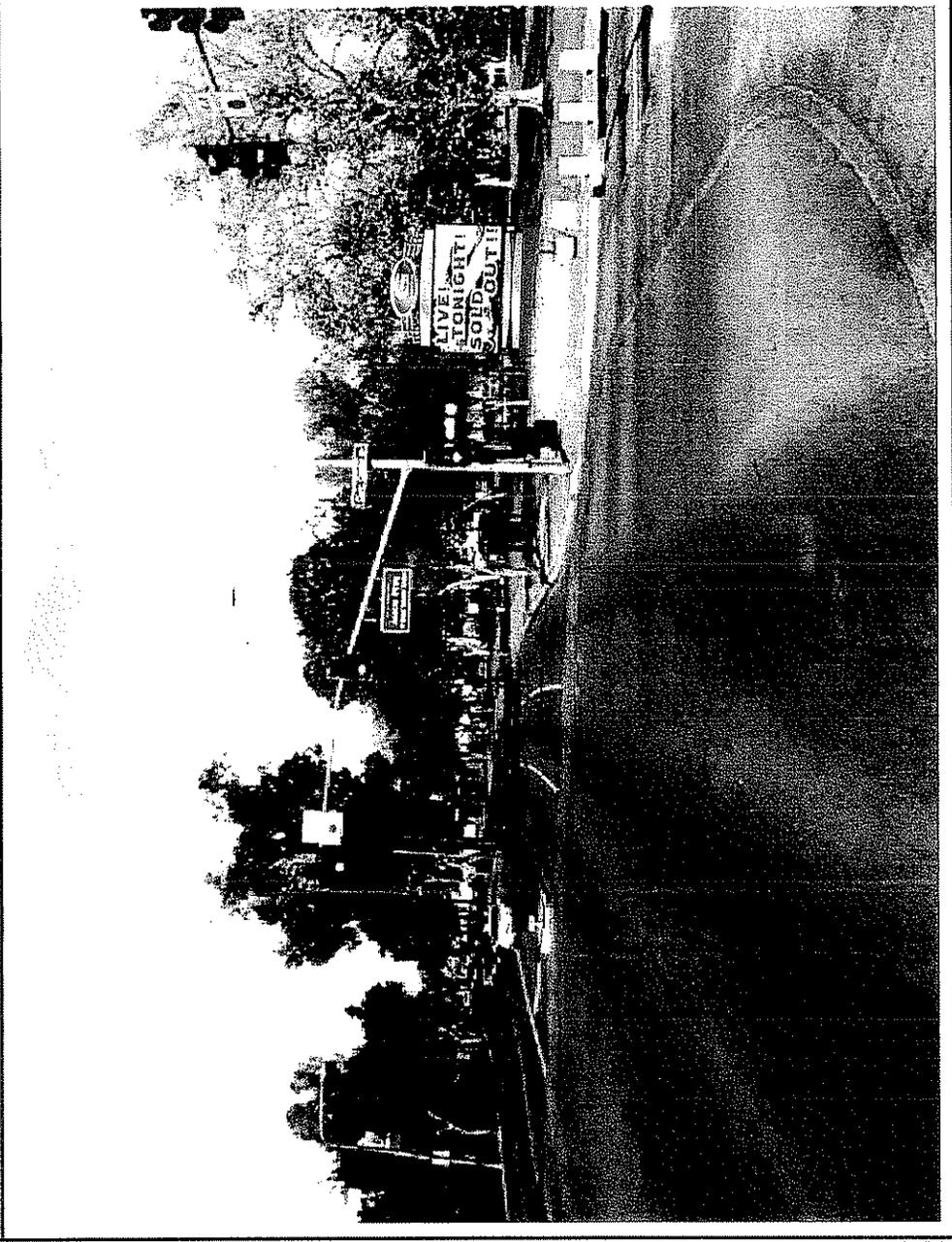
SPECIFICATION:
 MESSAGE CENTER: FULL COLOR LED MESSAGE CENTER WITH 16MM PIXEL SIZE AND PITCH.

**NOTE: CONCEPTUAL IMAGE ONLY
 ALL DIMENSIONS AND
 CONDITIONS MUST BE FIELD
 VERIFIED PRIOR TO MANUFACTURE**

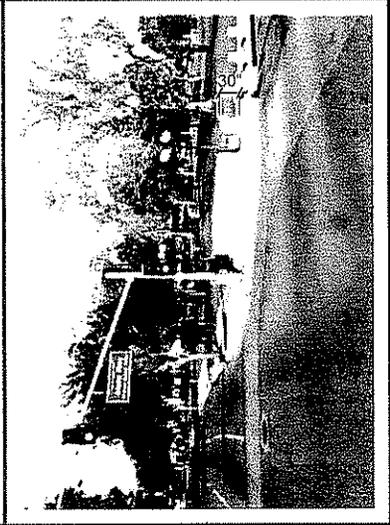
<p>COAST SIGN INCORPORATED 1500 West Embassy St. Anaheim, CA 92802 (714) 520-9144 FAX: (714) 230-5847</p>		Date: 05-12-10 Scale: Noted Drawn: J. Villego Sales: F. Silvestri	Project Name: City of Garden Grove Address: City/ State: Garden Grove, CA Client Approval: _____ Date: _____	This is an original unpublished drawing created by Coast Sign, Inc. It is submitted for your personal use in conjunction with a project for the City of Garden Grove, CA. Coast Sign, Inc. and shall not be reproduced, used by or disclosed to any firm or corporation for any purpose whatsoever without written permission.	No. 1 Designer: Chris C.	Date: 05-12-10 Refer to INTRANET	Revision Notes
<p>DESIGN DRAWING 7 of 7</p>		Request Number: DEV-GRGR-00001-r1 File Location: W:\City of Garden Grove\AutoDrawings\DEV-GRGR-00001	Request Number: _____ File Location: _____	No. 1 Designer: Chris C.	Date: 05-12-10 Refer to INTRANET	Revision Notes	

OPTION 3

PHOTO ENHANCEMENT- SIGN A (NORTH VIEW)



EXISTING PHOTO- SIGN A



DESIGN DRAWING 4 of 7
 Request Number:
DEV-GRGR-00001-r1
 File Location:
 W:\City of Garden Grove\Drawings\DEV-GRGR-00001

No.	Designator	Date	Revision Notes
1	CRS C.	05-18-10	Refer to INTRANET
2			
3			
4			
5			

This is an original unperfected drawing created by Coast Sign, Inc. It is submitted for your personal use in conjunction with a project being planned for you by Coast Sign, Inc. And shall not be reproduced, used by or disclosed to any firm or individual, in any form whatsoever, without written permission.

Date: 05-12-10
 Scale:
 Drawn: J. Villego
 Sales: F. Slavochi

Project Name: City of Garden Grove
 Address:
 City / State: Garden Grove, CA
 Client Approval: _____ Date: _____

COAST SIGN
 INCORPORATED
 1500 West Embury St.
 Anaheim, CA 92802
 (714) 246-5442

CONSULTANT AGREEMENT

COAST SIGN, INC.

THIS AGREEMENT is made this day of August 10, 2010, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and COAST SIGN, INC., a California corporation, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated August 10, 2010.
2. CITY desires to utilize the services of CONSULTANT to provide design, manufacturing and installation services.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from date of this agreement until terminated.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of design, manufacturing and installation services for a civic center dynamic message sign as detailed in Exhibit A.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Not to Exceed.** Compensation under this Agreement shall not exceed \$53,852.00 (fifty-three thousand, eight hundred and fifty-two dollars).
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required and payment shall be based on mutual written agreement of the parties.
 - 3.3 **Records of Expenses.** CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
 - 3.4 **Termination.** CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the project is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance Requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than \$2,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

- (d) Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (d) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and the schedule of underlying policies with policy numbers, that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR's insurance and shall not contribute with it.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide the schedule of underlying polices for an excess liability policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - (a) Address of CONSULTANT is as follows:

Fred Siavoshi
Coast Sign, Inc.
1500 W. Embassy Street
Anaheim, CA 92802
 - (b) Address of CITY is as follows (with a copy to):

Dan Candelaria, P.E., T.E.	City Attorney
P.O. Box 3070	City of Garden Grove
11222 Acacia Parkway	P.O. Box 3070
Garden Grove, CA 92840	Garden Grove, CA 92840
13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.

15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

(Signature block on next page)

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Dated: _____, 2010

By: _____
City Manager

ATTEST

**"CONSULTANT"
COAST SIGN, INC.**

City Clerk

By: Douglas A. Bailey
Title: CHIEF FINANCIAL OFFICER

Dated: _____, 2010

Dated: 7/22, 2010

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

Dated: 7/21/10, 2010



June, 3, 2010

Mr. Dan Candelaria
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842

Re: Civic Center Dynamic Message Center

Dear Dan,

Thank you for opportunity to participate in this request for proposal.

In the package enclosed, we provide some design options and price proposal to complete this project in a turnkey fashion.

Our time line chart indicates the process and the time allotted for each step.

Coast Sign specializes in this type of sign and electronic media display. We have had previous and present contracts with the City and that makes it convenient for you to work with us. Coast Sign is a certified woman owned business and a financially sound company.

The design we provided is an all LED signage, this will provide you with green technology and built in efficiencies in power consumption and future sign maintenance.

All costs related to manufacture and installation of sign is included. As discussed we provided a budget estimate to provide primary electrical from an existing service inside the park about 200 feet away. The electronic media sign is a full color media center and comes with 40 feet of fiber optic line to be connected to the fiber optic box that you will provide at the side walk.

We can make any modifications to the design options or even start over if need be.

Thanks again and please feel free to call me direct at 714-999-1903 with any questions.

Sincerely,

COAST SIGN, INC.

A handwritten signature in black ink, appearing to read 'Fred Siavoshi', written in a cursive style.

Fred Siavoshi



1500 W. Embassy Street
 Anaheim, CA 92802
 (714) 520-9144 Phone
 (714) 520-5847 Fax
www.coastsign.com

Proposal for Signage

Date: June 3, 2010 Option 1

To: Mr. Dan Candelaria **Location:** N. E. Corner of Euclid and Acacia Parkway
 City of Garden Grove
 11222 Acacia parkway Garden Grove, CA
 Garden Grove, CA 92842
 714-741-5185

Description of Product or Service	Qty.	Unit Price	Extended Price
Mfg. 12' x 8' 11" D/F LED illuminated monument	1	\$10,800.00	\$10,800.00
Full color message center - 16mm Resolution.	1	\$46,222.00	\$46,222.00
Mfg. Custom utility cabint.	1	\$1,104.00	\$1,104.00
This includes software and software installation.			
		Total FOB	\$58,126.00
		Install	\$6,800.00
Budget price to bring primary elecrical from the existing		Survey & Drawings	\$290.00
Panel by the pond to the location of sign Inc.		Primary electrical	\$9,000.00
Price also includes 40 feet of fiberoptic line.		*Estimated Freight	\$0.00
		Tax	\$5,086.00
Price does not include primary wiring where needed.		TOTAL	\$79,302.00

See page two of this document for **CONTRACT TERMS AND CONDITIONS** that is incorporated herein by reference as though the terms and conditions had been typed directly on this contract.

Acceptance and Contract

The return to us of one copy of this agreement with your signature and the deposit shall constitute a contract.

Submitted by:

Fred Siavoshi
Business Development

Accepted by:

Print Name & Title: _____

Signature : _____

Date: _____

Tax ID#: _____

CONTRACT TERMS AND CONDITIONS

1. EXCLUSIONS

Unless specifically agreed in writing, Coast Sign, Inc. (COAST), shall not provide site preparation costs, primary electrical service to the site of the signage, landscaping, costs relating to underground or overhead obstructions, unforeseen wall conditions (including, but not limited to steel beams, or reinforced concrete), extensive wall repair or repainting, permit fees, permit acquisition fees, zoning variances, or engineering fees, if required.

2. CHANGES IN SCOPE OF WORK

Should the BUYER at any time during the manufacture or installation of the above stated signage request any alteration, deviation, additions, or omissions from the subject plans and specifications, it shall be at liberty to do so subject to the prior written approval of COAST, and the same shall in no way affect or void this contract, but change therefore will be added or deducted from the contract price as determined by COAST, solely.

3. DELAYS AND EXTENSIONS OF TIME

Should COAST, be obstructed or delayed in the completion of the manufacture and/or installation of the above signage by the neglect, delay or default of BUYER, or of any other contractor or subcontractor hired by BUYER, or by an alteration which may be requested by BUYER, or by any damages to the subject signage which may occur through fire, and/ or acts of God or other force majeure, there shall be an allowance of additional time beyond the date set for manufacture and/or installation of the signage as shall be necessary to complete such manufacture and/or installation.

4. LIMITED WARRANTY AND EXCLUSION OF WARRANTIES

All signage manufactured pursuant to this Contract is warranted to be free of defects in workmanship and materials for a period of 12 months from the date of shipment by COAST, or if installed by COAST, or it's sub contractor for a period of 12 months from date of such installation excluding fluorescent or incandescent lighting that is warranted for a period of 90 days.. This warranty specifically excludes any and all damages resulting from vandalism, negligence or improper use. BUYER shall promptly notify COAST, in writing, of any defects in materials or workmanship. COAST shall not be liable for the payment of any repairs or maintenance to Purchaser or to third parties unless authorized in writing by COAST, prior to the performance of said repairs or maintenance. Except as set forth herein, COAST, MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SIGNAGE OR INSTALLATION.

5. LIMITED LIABILITY

In no event shall COAST, be liable to BUYER or any other party for any incidental, consequential or special damages.

6. CLEANING AND MAINTENANCE

COAST shall not be responsible for regular cleaning and maintenance of the signage after installation and acceptance by BUYER. Cost of such services by COAST will be furnished to BUYER in writing upon request.

7. SOIL CONDITIONS

All prices set forth in this Contract are based on the installation of signage on real property with a minimum soil bearing pressure of 1400 PSF and on a water table, which is below the bottom of the signage excavation. Unless specifically agreed to in writing, COAST shall not be responsible for any soil analysis, obstructions above or below ground, water removal or the condition of the soil with respect to the installation of signage. Any and all extra costs of installation due directly to soil conditions or obstructions are the sole responsibility of BUYER.

8. FINANCE CHARGES

Purchaser agrees to pay finance charge of one and one-half (1-1/2%) percent per month on all sums owing hereunder if not paid by BUYER within thirty (30) days of invoice date. In the event that invoiced costs are disputed by BUYER it is the responsibility of BUYER to expedite the resolution of these charges within sixty (60) days from the invoice date. COAST is responsible to respond to BUYER in writing within ten (10) days from written request by BUYER to any questions concerning the disputed charges.

9. APPLICABLE LAW AND VENUE OF ACTIONS

All matters relating to the validity, performance, interpretation, or construction of enforcement of this Contract or the breach thereof shall be initiated in the County of Orange, State of California.

10. PAYMENT FOR SIGNAGE

Immediately upon execution of this Contract or receipt by COAST, of written authorization to manufacture signage, BUYER agrees to be fully responsible for all charges for work, materials and installation and all related costs, and for all administrative costs charged by COAST. A deposit of 50% will be paid upon acceptance of this contract. Balance is due upon completion.

11. OBLIGATIONS

BUYER agrees that COAST will not be bound by the Terms of any oral contract, quasi contract or implied contract. Any obligations of COAST must be in writing and signed by an authorized representative of COAST.

12. COLLECTIONS

It is expressly understood that BUYER and COAST agree that in the event there is a dispute or controversy arising from or related to this Contract an Arbitrator that is approved by BUYER and COAST will be appointed to resolve the issue(s). BUYER and COAST agree to honor any and all decisions and or recommendations provided by said Arbitrator. BUYER and COAST will share fees for arbitration equally.

13. ENTIRE CONTRACT

Pricing for product and services are valid for 3 months from the date of the proposal with the exception of differences caused by modifications of raw material costs, up or down, any modifications will require negotiation and agreement between BUYER and COAST. This contract contains the entire agreement between BUYER and COAST and supersedes any representations, warranties or agreements (written or oral) heretofore made or entered into between the parties. When signed by a duly authorized agent of each party, all provisions contained herein become integral parts of the Contract. Any alteration or amendment hereof must be in writing or is not binding upon the parties.

14. RENEWAL TERMS

BUYER reserves the right to terminate the contract, with or without cause, with a 90 day written notice. In the event of cancellation all work in progress will be paid in full.



1500 W. Embassy Street
 Anaheim, CA 92802
 (714) 520-9144 Phone
 (714) 520-5847 Fax
www.coastsign.com

Proposal for Signage

Date: June 3, 2010 Option 2

To: Mr. Dan Candelaria **Location:** N. E. Corner of Euclid and Acacia Parkway
 City of Garden Grove
 11222 Acacia parkway Garden Grove, CA
 Garden Grove, CA 92842
 714-741-5185

Description of Product or Service	Qty.	Unit Price	Extended Price
Mfg. 12' x 8' 11" V- shape LED illuminated monument	1	\$17,744.00	\$17,744.00
Full color message center - 16mm Resolution.	1	\$46,222.00	\$46,222.00
Mfg. Custom utility cabint.	1	\$1,104.00	\$1,104.00
This includes software and software installation.			
		Total FOB	\$65,070.00
Budget price to bring primary electrical from the existing		Install	\$12,600.00
Panel by the pond to the location of sign Inc.		Survey & Drawings	\$290.00
Price also includes 40 feet of fiberoptic line.		Primary electrical	\$9,000.00
		*Estimated Freight	\$0.00
Price does not include primary wiring where needed.		Tax	\$5,694.00
		TOTAL	\$92,654.00

See page two of this document for **CONTRACT TERMS AND CONDITIONS** that is incorporated herein by reference as though the terms and conditions had been typed directly on this contract.

Acceptance and Contract

The return to us of one copy of this agreement with your signature and the deposit shall constitute a contract.

Submitted by:

Fred Siavoshi
Business Development

Accepted by:

Print Name & Title: _____

Signature : _____

Date: _____

Tax ID#: _____

CONTRACT TERMS AND CONDITIONS

1. EXCLUSIONS

Unless specifically agreed in writing, Coast Sign, Inc. (COAST), shall not provide site preparation costs, primary electrical service to the site of the signage, landscaping, costs relating to underground or overhead obstructions, unforeseen wall conditions (including, but not limited to steel beams, or reinforced concrete), extensive wall repair or repainting, permit fees, permit acquisition fees, zoning variances, or engineering fees, if required.

2. CHANGES IN SCOPE OF WORK

Should the BUYER at any time during the manufacture or installation of the above stated signage request any alteration, deviation, additions, or omissions from the subject plans and specifications, it shall be at liberty to do so subject to the prior written approval of COAST, and the same shall in no way affect or void this contract, but change therefore will be added or deducted from the contract price as determined by COAST, solely.

3. DELAYS AND EXTENSIONS OF TIME

Should COAST, be obstructed or delayed in the completion of the manufacture and/or installation of the above signage by the neglect, delay or default of BUYER, or of any other contractor or subcontractor hired by BUYER, or by an alteration which may be requested by BUYER, or by any damages to the subject signage which may occur through fire, and/ or acts of God or other force majeure, there shall be an allowance of additional time beyond the date set for manufacture and/or installation of the signage as shall be necessary to complete such manufacture and/or installation.

4. LIMITED WARRANTY AND EXCLUSION OF WARRANTIES

All signage manufactured pursuant to this Contract is warranted to be free of defects in workmanship and materials for a period of 12 months from the date of shipment by COAST, or if installed by COAST, or it's sub contractor for a period of 12 months from date of such installation excluding fluorescent or incandescent lighting that is warranted for a period of 90 days.. This warranty specifically excludes any and all damages resulting from vandalism, negligence or improper use. BUYER shall promptly notify COAST, in writing, of any defects in materials or workmanship. COAST shall not be liable for the payment of any repairs or maintenance to Purchaser or to third parties unless authorized in writing by COAST, prior to the performance of said repairs or maintenance. Except as set forth herein, COAST, MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SIGNAGE OR INSTALLATION.

5. LIMITED LIABILITY

In no event shall COAST, be liable to BUYER or any other party for any incidental, consequential or special damages.

6. CLEANING AND MAINTENANCE

COAST shall not be responsible for regular cleaning and maintenance of the signage after installation and acceptance by BUYER. Cost of such services by COAST will be furnished to BUYER in writing upon request.

7. SOIL CONDITIONS

All prices set forth in this Contract are based on the installation of signage on real property with a minimum soil bearing pressure of 1400 PSF and on a water table, which is below the bottom of the signage excavation. Unless specifically agreed to in writing, COAST shall not be responsible for any soil analysis, obstructions above or below ground, water removal or the condition of the soil with respect to the installation of signage. Any and all extra costs of installation due directly to soil conditions or obstructions are the sole responsibility of BUYER.

8. FINANCE CHARGES

Purchaser agrees to pay finance charge of one and one-half (1-1/2%) percent per month on all sums owing hereunder if not paid by BUYER within thirty (30) days of invoice date. In the event that invoiced costs are disputed by BUYER it is the responsibility of BUYER to expedite the resolution of these charges within sixty (60) days from the invoice date. COAST is responsible to respond to BUYER in writing within ten (10) days from written request by BUYER to any questions concerning the disputed charges.

9. APPLICABLE LAW AND VENUE OF ACTIONS

All matters relating to the validity, performance, interpretation, or construction of enforcement of this Contract or the breach thereof shall be initiated in the County of Orange, State of California.

10. PAYMENT FOR SIGNAGE

Immediately upon execution of this Contract or receipt by COAST, of written authorization to manufacture signage, BUYER agrees to be fully responsible for all charges for work, materials and installation and all related costs, and for all administrative costs charged by COAST. A deposit of 50% will be paid upon acceptance of this contract. Balance is due upon completion.

11. OBLIGATIONS

BUYER agrees that COAST will not be bound by the Terms of any oral contract, quasi contract or implied contract. Any obligations of COAST must be in writing and signed by an authorized representative of COAST.

12. COLLECTIONS

It is expressly understood that BUYER and COAST agree that in the event there is a dispute or controversy arising from or related to this Contract an Arbitrator that is approved by BUYER and COAST will be appointed to resolve the issue(s). BUYER and COAST agree to honor any and all decisions and or recommendations provided by said Arbitrator. BUYER and COAST will share fees for arbitration equally.

13. ENTIRE CONTRACT

Pricing for product and services are valid for 3 months from the date of the proposal with the exception of differences caused by modifications of raw material costs, up or down, any modifications will require negotiation and agreement between BUYER and COAST. This contract contains the entire agreement between BUYER and COAST and supersedes any representations, warranties or agreements (written or oral) heretofore made or entered into between the parties. When signed by a duly authorized agent of each party, all provisions contained herein become integral parts of the Contract. Any alteration or amendment hereof must be in writing or is not binding upon the parties.

14. RENEWAL TERMS

BUYER reserves the right to terminate the contract, with or without cause, with a 90 day written notice. In the event of cancellation all work in progress will be paid in full.



1500 W. Embassy Street
 Anaheim, CA 92802
 (714) 520-9144 Phone
 (714) 520-5847 Fax
www.coastsign.com

Proposal for Signage

Date: June 3, 2010 Option 3

To: Mr. Dan Candelaria **Location:** N. E. Corner of Euclid and Acacia Parkway
 City of Garden Grove
 11222 Acacia parkway Garden Grove, CA
 Garden Grove, CA 92842
 714-741-5185

Description of Product or Service	Qty.	Unit Price	Extended Price
Mfg. 12' x 8' 11" S/F LED illuminated monument	1	\$9,570.00	\$9,570.00
Full color message center - 16mm Resolution.	1	\$24,050.00	\$24,050.00
Mfg. Custom utility cabinet.	1	\$1,104.00	\$1,104.00
This includes software and software installation.			
		Total FOB	\$34,724.00
Budget price to bring primary electrical from the existing		Install	\$6,800.00
Panel by the pond to the location of sign Inc.		Survey & Drawings	\$290.00
Price also includes 40 feet of fiberoptic line.		Primary electrical	\$9,000.00
		*Estimated Freight	\$0.00
Price does not include primary wiring where needed.		Tax	\$3,038.00
		TOTAL	\$53,852.00

See page two of this document for **CONTRACT TERMS AND CONDITIONS** that is incorporated herein by reference as though the terms and conditions had been typed directly on this contract.

Acceptance and Contract

The return to us of one copy of this agreement with your signature and the deposit shall constitute a contract.

Submitted by:

Fred Siavoshi
Business Development

Accepted by:
 Print Name & Title: _____

Signature : _____

Date: _____

Tax ID#: _____

CONTRACT TERMS AND CONDITIONS

1. EXCLUSIONS

Unless specifically agreed in writing, Coast Sign, Inc. (*COAST*), shall not provide site preparation costs, primary electrical service to the site of the signage, landscaping, costs relating to underground or overhead obstructions, unforeseen wall conditions (including, but not limited to steel beams, or reinforced concrete), extensive wall repair or repainting, permit fees, permit acquisition fees, zoning variances, or engineering fees, if required.

2. CHANGES IN SCOPE OF WORK

Should the *BUYER* at any time during the manufacture or installation of the above stated signage request any alteration, deviation, additions, or omissions from the subject plans and specifications, it shall be at liberty to do so subject to the prior written approval of *COAST*, and the same shall in no way affect or void this contract, but change therefore will be added or deducted from the contract price as determined by *COAST*, solely.

3. DELAYS AND EXTENSIONS OF TIME

Should *COAST*, be obstructed or delayed in the completion of the manufacture and/or installation of the above signage by the neglect, delay or default of *BUYER*, or of any other contractor or subcontractor hired by *BUYER*, or by an alteration which may be requested by *BUYER*, or by any damages to the subject signage which may occur through fire, and/ or acts of God or other force majeure, there shall be an allowance of additional time beyond the date set for manufacture and/or installation of the signage as shall be necessary to complete such manufacture and/or installation.

4. LIMITED WARRANTY AND EXCLUSION OF WARRANTIES

All signage manufactured pursuant to this Contract is warranted to be free of defects in workmanship and materials for a period of 12 months from the date of shipment by *COAST*, or if installed by *COAST*, or it's sub contractor for a period of 12 months from date of such installation excluding fluorescent or incandescent lighting that is warranted for a period of 90 days.. This warranty specifically excludes any and all damages resulting from vandalism, negligence or improper use. *BUYER* shall promptly notify *COAST*, in writing, of any defects in materials or workmanship. *COAST* shall not be liable for the payment of any repairs or maintenance to Purchaser or to third parties unless authorized in writing by *COAST*, prior to the performance of said repairs or maintenance. Except as set forth herein, *COAST*, MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SIGNAGE OR INSTALLATION.

5. LIMITED LIABILITY

In no event shall *COAST*, be liable to *BUYER* or any other party for any incidental, consequential or special damages.

6. CLEANING AND MAINTENANCE

COAST shall not be responsible for regular cleaning and maintenance of the signage after installation and acceptance by *BUYER*. Cost of such services by *COAST* will be furnished to *BUYER* in writing upon request.

7. SOIL CONDITIONS

All prices set forth in this Contract are based on the installation of signage on real property with a minimum soil bearing pressure of 1400 PSF and on a water table, which is below the bottom of the signage excavation. Unless specifically agreed to in writing, *COAST* shall not be responsible for any soil analysis, obstructions above or below ground, water removal or the condition of the soil with respect to the installation of signage. Any and all extra costs of installation due directly to soil conditions or obstructions are the sole responsibility of *BUYER*.

8. FINANCE CHARGES

Purchaser agrees to pay finance charge of one and one-half (1-1/2%) percent per month on all sums owing hereunder if not paid by *BUYER* within thirty (30) days of invoice date. In the event that invoiced costs are disputed by *BUYER* it is the responsibility of *BUYER* to expedite the resolution of these charges within sixty (60) days from the invoice date. *COAST* is responsible to respond to *BUYER* in writing within ten (10) days from written request by *BUYER* to any questions concerning the disputed charges.

9. APPLICABLE LAW AND VENUE OF ACTIONS

All matters relating to the validity, performance, interpretation, or construction of enforcement of this Contract or the breach thereof shall be initiated in the County of Orange, State of California.

10. PAYMENT FOR SIGNAGE

Immediately upon execution of this Contract or receipt by *COAST*, of written authorization to manufacture signage, *BUYER* agrees to be fully responsible for all charges for work, materials and installation and all related costs, and for all administrative costs charged by *COAST*. A deposit of 50% will be paid upon acceptance of this contract. Balance is due upon completion.

11. OBLIGATIONS

BUYER agrees that *COAST* will not be bound by the Terms of any oral contract, quasi contract or implied contract. Any obligations of *COAST* must be in writing and signed by an authorized representative of *COAST*.

12. COLLECTIONS

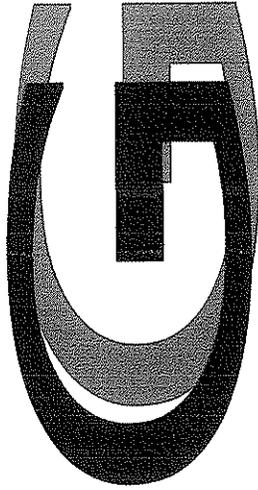
It is expressly understood that *BUYER* and *COAST* agree that in the event there is a dispute or controversy arising from or related to this Contract an Arbitrator that is approved by *BUYER* and *COAST* will be appointed to resolve the issue(s). *BUYER* and *COAST* agree to honor any and all decisions and or recommendations provided by said Arbitrator. *BUYER* and *COAST* will share fees for arbitration equally.

13. ENTIRE CONTRACT

Pricing for product and services are valid for 3 months from the date of the proposal with the exception of differences caused by modifications of raw material costs, up or down, any modifications will require negotiation and agreement between *BUYER* and *COAST*. This contract contains the entire agreement between *BUYER* and *COAST* and supersedes any representations, warranties or agreements (written or oral) heretofore made or entered into between the parties. When signed by a duly authorized agent of each party, all provisions contained herein become integral parts of the Contract. Any alteration or amendment hereof must be in writing or is not binding upon the parties.

14. RENEWAL TERMS

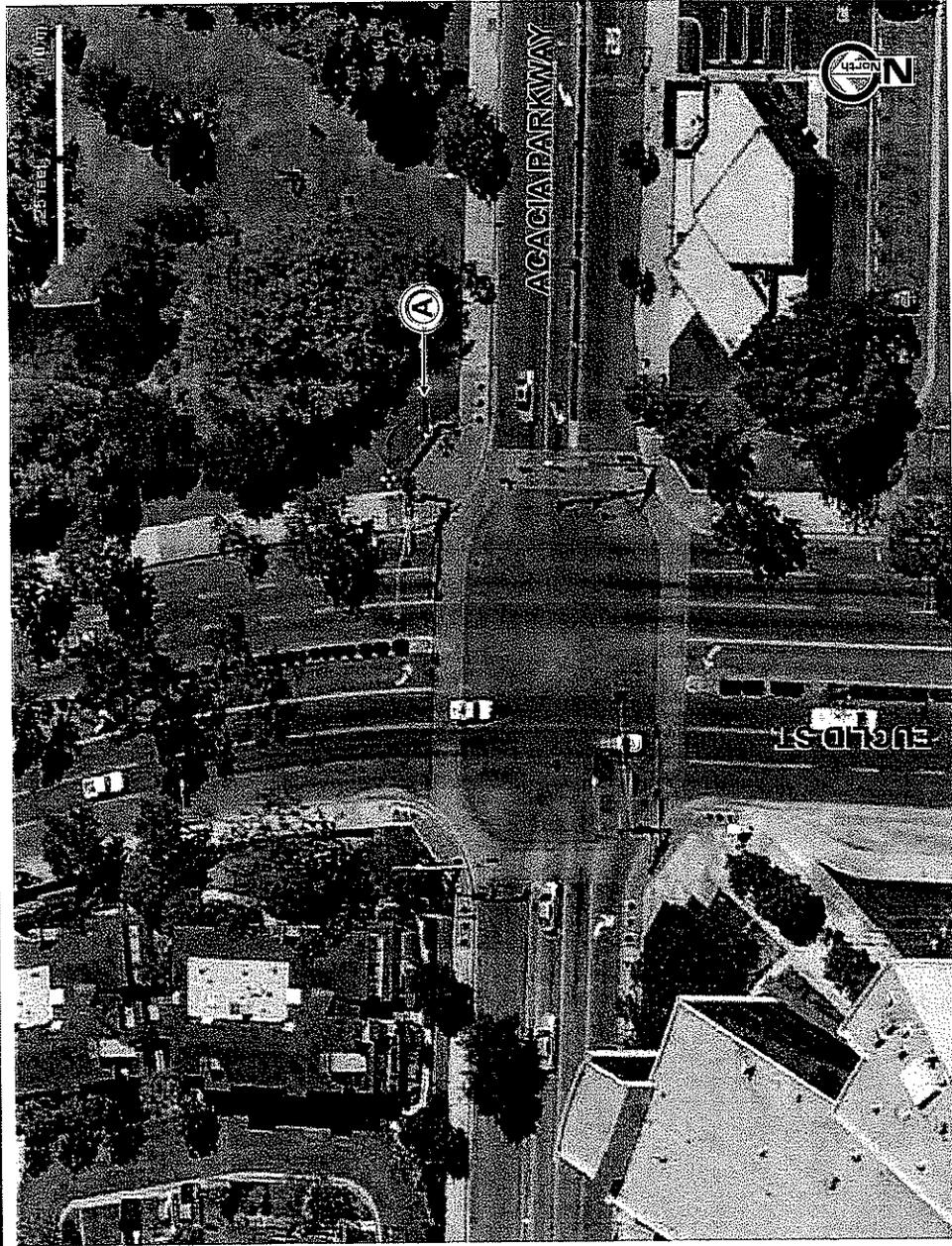
BUYER reserves the right to terminate the contract, with or without cause, with a 90 day written notice. In the event of cancellation all work in progress will be paid in full.



GARDEN GROVE PROJECT TIMELINE

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12
FINALIZE DESIGN												
ENGINEERING												
CITY APPROVALS												
MANUFACTURING												
SITE PREPARATION												
INSTALL												

SITE PLAN

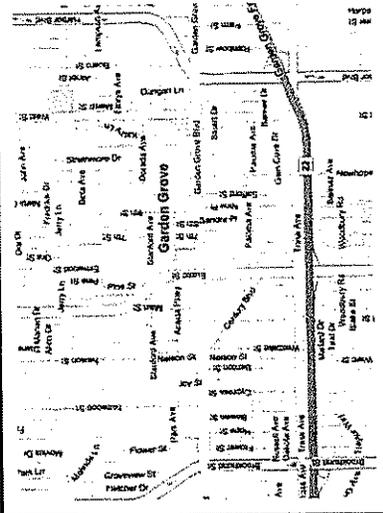


SIGNAGE SPECIFICATIONS

MONUMENT SIGN (3 OPTIONS)
 Manufacture and install (1) Monument Sign



AREA MAP



Revision Notes

DESIGN DRAWING 1 of 7

Request Number: **DEV-GRGR-00001-r1**

File Location: **W:\City of Garden Grove\Art\Drawings\DEV-GRGR-00001**

11 X 17 TEMPLATE VERSION 6.0

No. 1

Date 05-12-10

Designer Chris E.

Back to INTRANET

This is an original unpublished drawing created by Coast Sign, Inc. It is submitted for your personal use in conjunction with a project being prepared by you for Coast Sign, Inc. It is not to be copied, used by or disclosed to any firm or corporation for any purpose whatsoever without written permission.

Project Name: City of Garden Grove

Address:

City / State: Garden Grove, CA

Client Approval:

Date:

Scale: NTS

Drawn: J. Veljo

Sales: F. Sajoresht

COAST SIGN
 INCORPORATED
 15001 Wilshire Blvd, Suite 200
 Los Angeles, CA 90025
 (714) 220-9144 FAX: (714) 220-5447

OPTION 3

EXISTING PHOTO- SIGN A

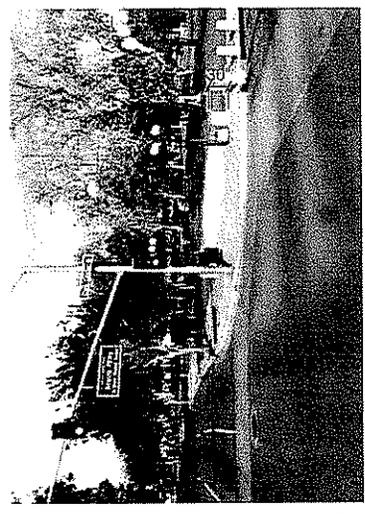
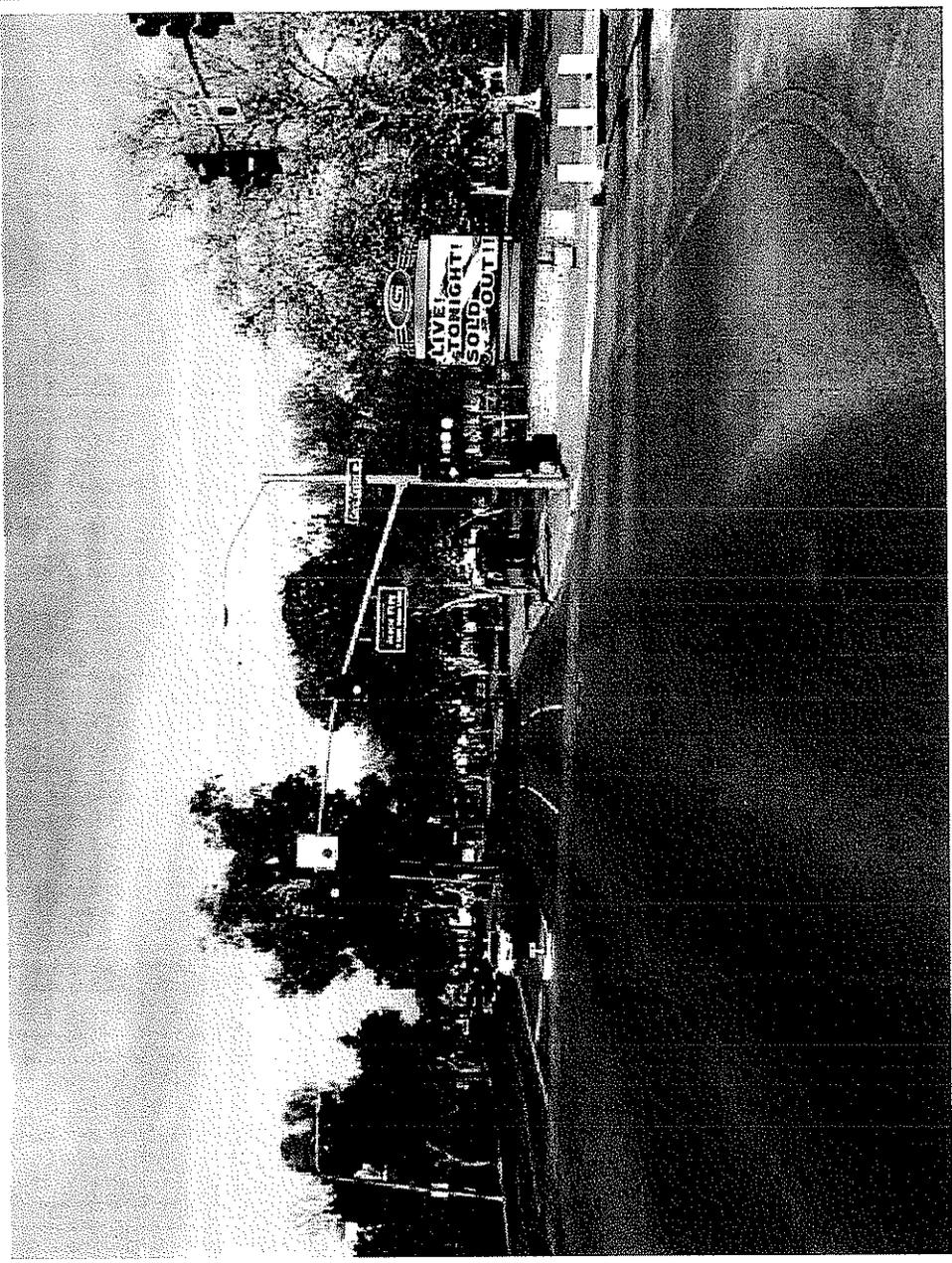


PHOTO ENHANCEMENT- SIGN A (NORTH VIEW)



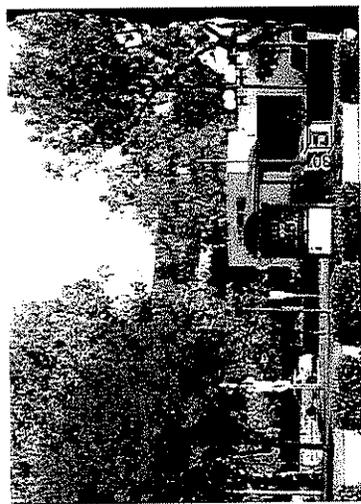
COAST SIGN INCORPORATED 1608 West 14th St. Anaheim, CA 92802 (714) 220-9144 FAX: (714) 220-8447		Date: 05-12-10 Scale: Drawn: J. Vallejo Sales: F. Slavoshi	Project Name: City of Garden Grove Address: City / State: Garden Grove, CA Client Approval:	Date: 05-15-10 Designer: CHRIS C. No. 1 2 3 4 5 6	Revision Notes Refer to INTRODUCE	Request Number: DEV-GRGR-00001-r1 File Location: W:\City of Garden Grove\entDrawings\DEV-GRGR-00001	DESIGN DRAWING 4 of 7
---	--	---	--	--	--------------------------------------	---	------------------------------

OPTION 3

PHOTO ENHANCEMENT- SIGN A (SOUTH VIEW)



EXISTING PHOTO- SIGN A



DESIGN DRAWING 4 of 7

Request Number:
DEV-GRGR-00001-11
File Location:
W:\City of Garden Grove\ArtDrawings\DEV-GRGR-00001

No.	Designer	Date	Revision Notes
1	Chia C.	05-18-10	Rev. to INTRANET
2			
3			
4			
5			
6			

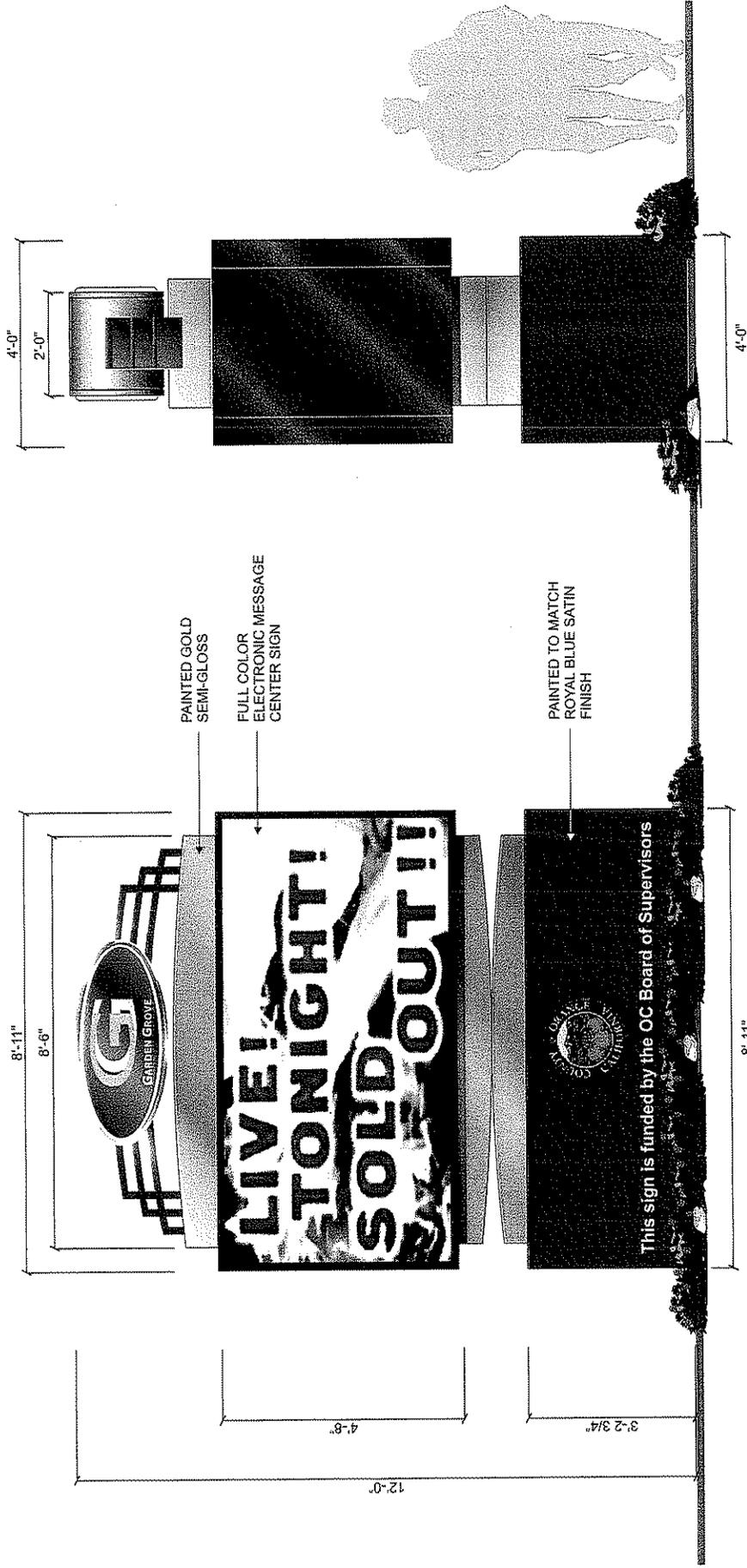
This is an original unpublished drawing created by Coast Sign, Inc. It is submitted for your personal use in conjunction with a project being planned or to be produced, and it is not to be reproduced, used by or disclosed to any firm or corporation for any purpose whatsoever without written permission.

Date: 05-12-10
Scale:
Drawn: J. Villejo
Sales: F. Slavoski

Project Name: City of Garden Grove
Address:
City / State: Garden Grove, CA
Client Approval:



OPTION 1



PAINTED GOLD SEMI-GLOSS

FULL COLOR ELECTRONIC MESSAGE CENTER SIGN

PAINTED TO MATCH ROYAL BLUE SATIN FINISH

FRONT & SIDE VIEW @ ILLUMINATED MONUMENT SIGN

Scale: 1/2"=1'-0"

SPECIFICATION:
MESSAGE CENTER: FULL COLOR LED MESSAGE CENTER WITH 16MM PIXEL SIZE AND PITCH.

**NOTE: CONCEPTUAL IMAGE ONLY
ALL DIMENSIONS AND
CONDITIONS MUST BE FIELD
VERIFIED PRIOR TO MANUFACTURE**

COAST SIGN
INCORPORATED
15401 S. 164th St., Suite 100
Burien, WA 98148
(206) 835-8837 FAX: (206) 835-8837

DESIGN DRAWING 5 of 7

Request Number: **DEV-GRGR-00001-r1**

File Location: 191\City of Garden Grove\44\Drawings\DEV-GRGR-00001

No.	Designer	Date	Revision Notes
1	Chet C.	08-18-10	Refer to INTRAMET
2			
3			
4			
5			
6			

This is an original unpublished drawing created by Coast Sign, Inc. Its submission for your personal use in conjunction with a project being planned for you by Coast Sign, Inc., and shall not be reproduced, copied, or used for any other purpose without written permission.

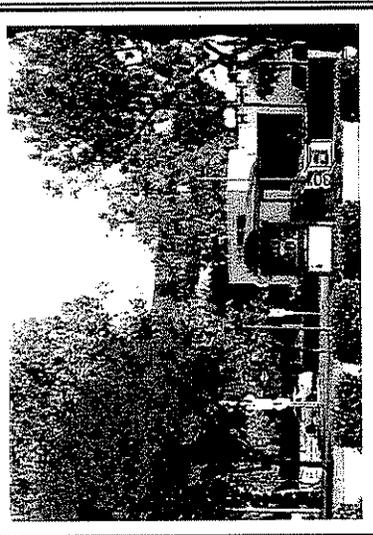
Date: 05-12-10	Project Name: City of Garden Grove
Scale: NTS	Address:
Drawn: J. Villego	City / State: Garden Grove, CA
Sales: F. Slavoschi	Client Approval: _____ Date: _____

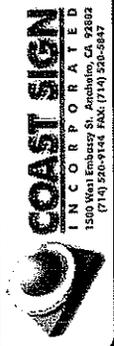
OPTION 1

PHOTO ENHANCEMENT- SIGN A (SOUTH VIEW)

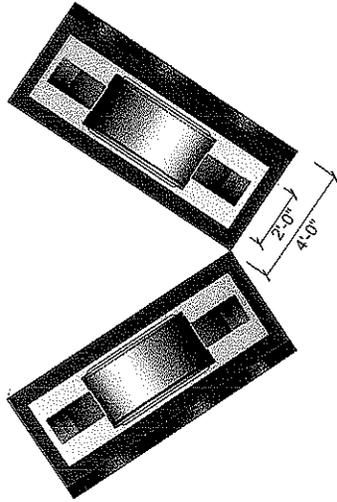


EXISTING PHOTO- SIGN A

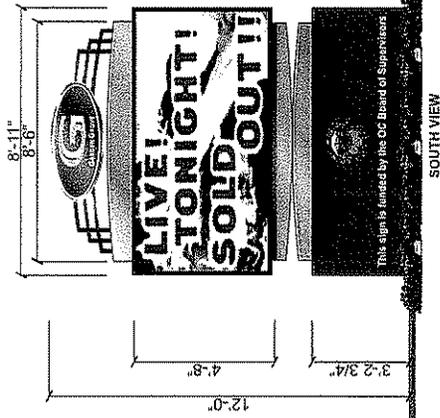


 <p>COAST SIGN INCORPORATED 1300 West Embury St, Redwood, CA 94062 (714) 526-9144 FAX: (714) 526-5817</p>		Date: 05-12-10 Scale: Drawn: J. Vileja Sited: F. Slavosh	Project Name: City of Garden Grove Address: City/State: Garden Grove, CA Client Approval:	This is an original unpublished drawing created by Coast Sign, Inc. It is submitted for your personal use in conjunction with a project being designed for your use. It is not to be reproduced, used by or disclosed to any firm or corporation for any purpose whatsoever without written permission.	No. 1 Date 05-18-10 Designer Chris E. Re: 10 INTRANET	Revision Notes	Request Number: DEV-GRGR-00001-11 File Location: W:\City of Garden Grove\Art\Drawings\DEV-GRGR-00001	DESIGN DRAWING 2 of 7
---	--	---	--	---	--	----------------	--	-----------------------

OPTION 2



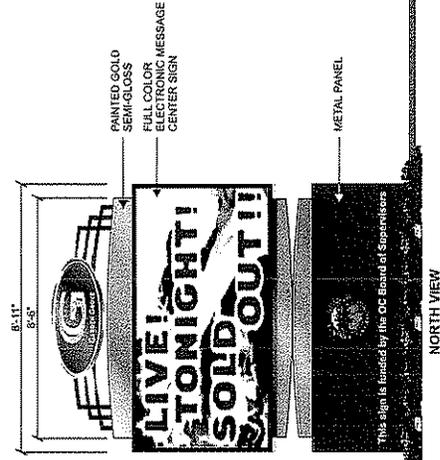
TOP VIEW



FRONT & SIDE VIEW @ ILLUMINATED MONUMENT SIGN

Scale: 1/4" = 1'-0"

SPECIFICATION:
MESSAGE CENTER: FULL COLOR LED MESSAGE CENTER WITH 16MM PIXEL SIZE AND PITCH.



NORTH VIEW

**NOTE: CONCEPTUAL IMAGE ONLY
ALL DIMENSIONS AND
CONDITIONS MUST BE FIELD
VERIFIED PRIOR TO MANUFACTURE**

<p>1000 West Endoway St., Anaheim, CA 92802 (714) 226-1144 FAX (714) 230-3867</p>		<p>Date: 05-12-10 Scale: Noted Drawn: J. Vallejo Sales: F. Slavosh</p>	<p>Project Name: City of Garden Grove Address: City/State: Garden Grove, CA Client Approval: _____ Date:</p>	<p>This is an original unpublished drawing created by Coast Sign, Inc. It is submitted for your review and approval. The project being planned for you by Coast Sign, Inc. And shall not be reproduced, used by or disclosed to any firm or corporation for any purpose whatsoever without written permission.</p>	<table border="1"> <thead> <tr> <th>No.</th> <th>Designer</th> <th>Date</th> <th>Revision Notes</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Chas.C.</td> <td>05-18-10</td> <td>Rev to NITRANET</td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	No.	Designer	Date	Revision Notes	1	Chas.C.	05-18-10	Rev to NITRANET	2				3				4				5				6			
No.	Designer	Date	Revision Notes																														
1	Chas.C.	05-18-10	Rev to NITRANET																														
2																																	
3																																	
4																																	
5																																	
6																																	
<p>DESIGN DRAWING 6 of 7</p> <p>Request Number: DEV-GRGR-00001-1-1 File Location: W:\City of Garden Grove\Drawings\DEV-GRGR-00001</p>																																	

EXISTING PHOTO- SIGN A

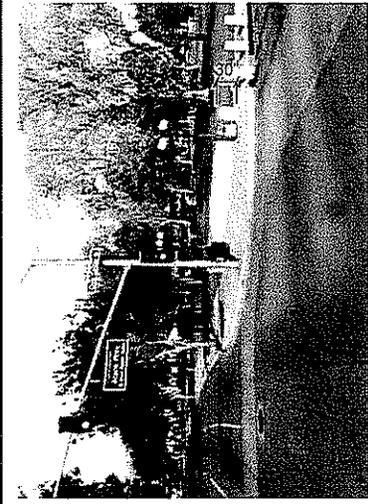
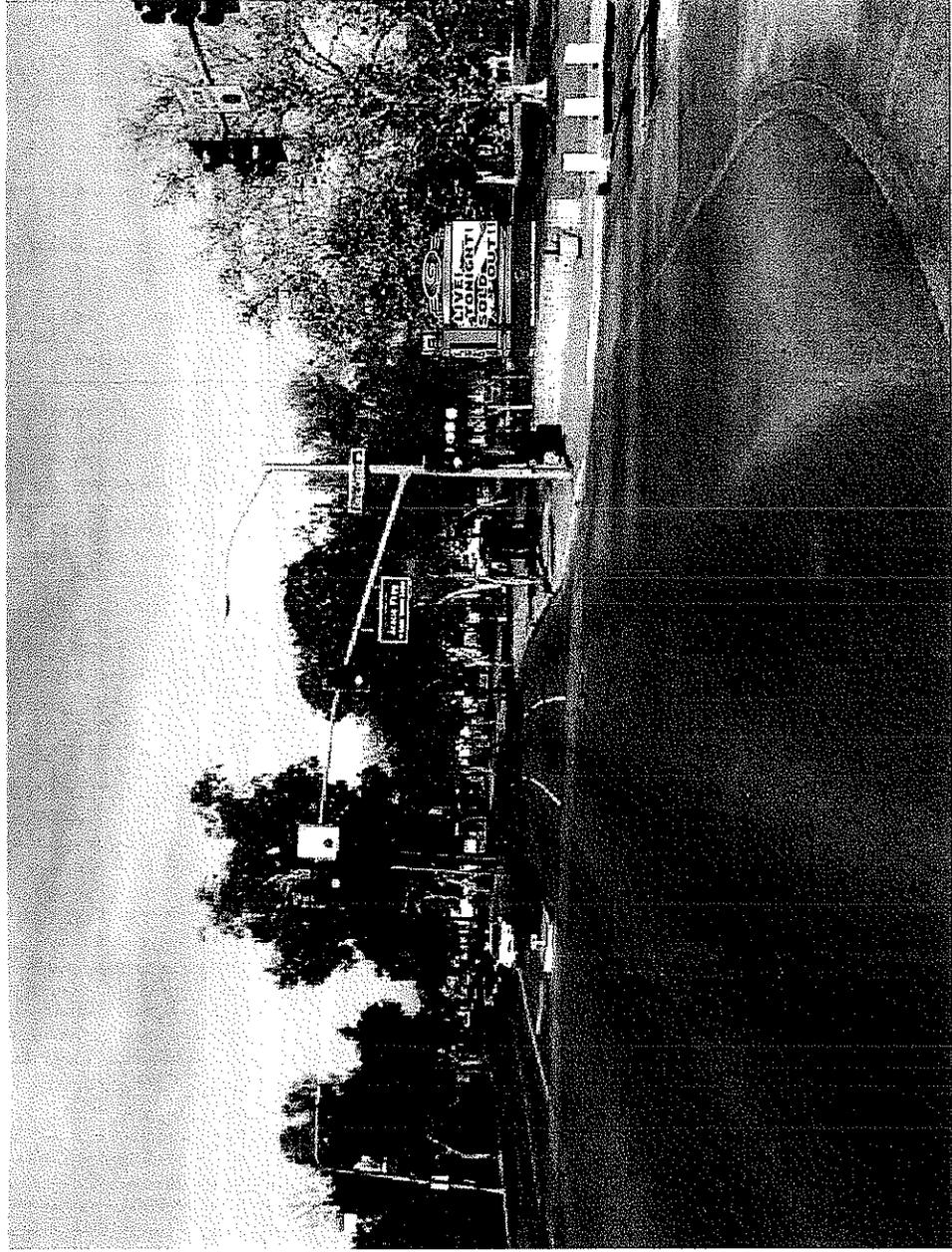
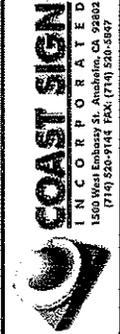


PHOTO ENHANCEMENT- SIGN A (NORTH VIEW)



OPTION 2



COAST SIGN
INCORPORATED
1500 West Embassy St., Anaheim, CA 92802
(714) 820-9148 FAX: (714) 820-3497

Date: 05-12-10
Scale:
Drawn: J. Vallejo
Sales: F. Slavovsk
Project Name: City of Garden Grove
Address:
City/ State: Garden Grove, CA
Client Approval:

This is an original unpublished drawing created by Coast Sign, Inc. Its submitted for your review and approval. It is not to be reproduced, stored in a retrieval system, or used by or disclosed to any firm or corporation for any purpose whatsoever without written permission.

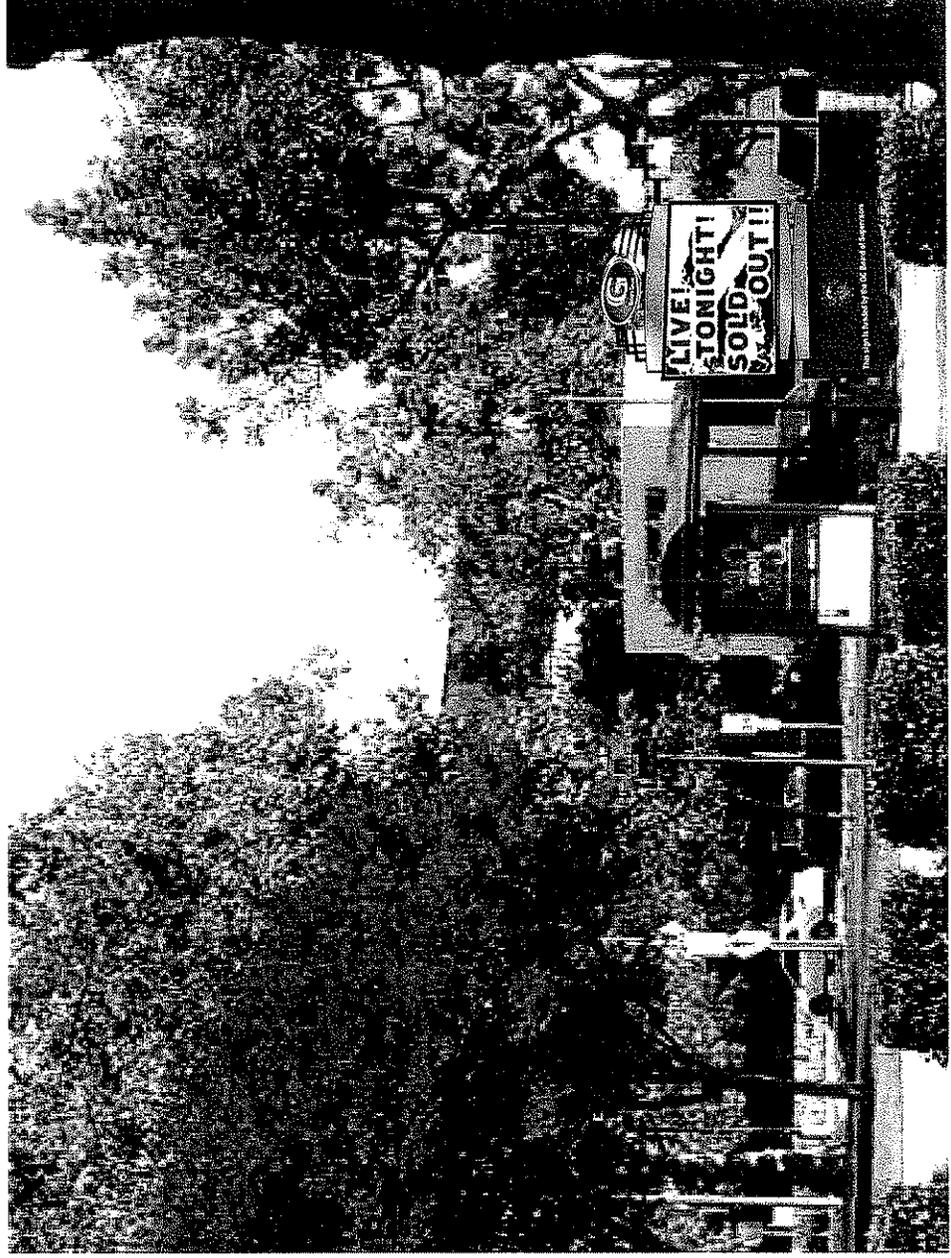
No.	Designer	Date	Revision Notes
1	Chab.C.	05-18-10	Refer to ITRFANET
2			
3			
4			
5			
6			

Request Number:
DEV-GRGR-00001-171
File Location:
\\PC\City of Garden Grove\A\Drawings\DEV-GRGR-00001

DESIGN DRAWING 3 of 7

OPTION 2

PHOTO ENHANCEMENT - SIGN A (SOUTH VIEW)



EXISTING PHOTO - SIGN A



 <p>COAST SIGN INCORPORATED 1500 West Embassy St. Anaheim, CA 92802 (714) 520-9145 FAX: (714) 520-8847</p>		Date: 05-12-10 Scale: Drawn: J. Villego Sales: F. Slavusha	Project Name: City of Garden Grove Address: City/State: Garden Grove, CA Client Approval:	This is an original unpublished drawing created by Coast Sign, Inc. Its submitted for your personal use in conjunction with Sign, Inc. And shall not be reproduced, used by or disclosed to any firm or corporation for any purpose whatsoever, without written permission.	No. Designer 1 Chris C. 2 3 4 5 6	Date 05-18-10	Revision Notes Refer to INTERNET	Request Number: DEV-GRGR-00001-r1 File Location: \\City of Garden Grove\Bids\Drawings\DEV-GRGR-00001	DESIGN DRAWING 3 of 7
--	--	---	--	---	---	------------------	-------------------------------------	--	-----------------------