




Agenda Item # _____





Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

THROUGH: Geoff Dolan, City Manager 

FROM: Richard Gill, Director of Parks and Recreation 
 Juanita Purner, Cultural Arts Manager 

DATE: September 2, 2008

SUBJECT: Request for Approval of Graphic Solutions Entryway Signage Contract

RECOMMENDATION:

Staff recommends that the City Council discuss and approve the Graphic Solutions Entryway Signage Contract.

FISCAL IMPLICATION:

At the May 27, 2007 City Council meeting, the City's Entryway Signage project was allocated \$150,000 from 2008-2013 Capital Improvement Project Fund as part of the Fiscal Year 2008-2009 Proposed Budget.

BACKGROUND:

As part of the City's 2005-07 Work Plan, Council directed the Cultural Arts Commission to undertake the Beautification of City Entryways project. There are six entry points into the City; but the Commission was asked to focus on three entries: Manhattan Beach Blvd. at Aviation; Marine at Aviation; and S. Valley/Ardmore and Boundary Place. The entryways were lacking in uniformity and had not been improved in many years. Council's directive was to review existing entry monuments and signs; consider modernizing, updating and/or replacing with a unified consistent theme.

DISCUSSION:

The City Council approved the recommendation from the Commission to approve the conceptual designs for the City Entryways. Graphic Solutions was awarded the project and after presentations to Council and subsequent revisions to the design, signage models were installed at the three entryways on August 16, 2007. Council reviewed the mock-up signage and responded positively to the placement and design; however, Council directed staff to reduce the size of each sign from 12', 10' and 9' in width to 10', 9' and 8'. Council requested staff return with a contract for the project.

Upon contract approval, Public Works will schedule the clearance of the three entryway sites which includes removing the tall block public art piece, "*Progressus Progressus*," at Manhattan Beach Blvd. and Aviation. The fabricator estimates the signs will be installed by October 20.

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CONCLUSION:

Staff has reviewed and approved the language and now recommends that City Council approve the contract with Graphic Solutions.

Attachments:

A – Graphic Solutions Contract

CITY OF MANHATTAN BEACH PARKS & RECREATION DEPARTMENT
AGREEMENT TO PERFORM SERVICES AS AN INDEPENDENT CONTRACTOR

CULTURAL ARTS DIVISION

THIS AGREEMENT, made and entered into this February 29, 2008 by and between the CITY OF MANHATTAN BEACH, ("CITY") and Graphic Solutions, 2952 Main Street, San Diego, California 92113

RECITALS

CITY OF MANHATTAN BEACH is desirous of obtaining an original Entryway Signage at three City locations.

DESIGN TEAM has special experience and is qualified to design and construct said SIGNAGE.

In consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

I. SCOPE OF SIGNAGE

A. The DESIGN TEAM shall fabricate and install an original Entryway Signage ("the SIGNAGE") for the as described on Exhibit A.

B. The SIGNAGE shall be certified by the DESIGN TEAM as unique for the chosen sites. Substantial conformance of the Signage with the previously approved Design is an essential element of this Agreement. Said design is described in Exhibit A which is attached and incorporated herein.

C. The DESIGN TEAM shall furnish all materials, labor, tools, equipment, apparatus and facilities necessary to complete the Signage as indicated on the attached Exhibit A, incorporated herein by this reference as though set forth at length. The DESIGN TEAM will be responsible for all travel and living expenses for himself and for any person in his employ in connection with this Agreement. The CITY shall provide DESIGN TEAM, without charge, for the entire installation period to provide for normal on-site construction needs. The responsibility for making adequate coordination of labor and utilities shall be upon the DESIGN TEAM.

The City shall be responsible for responding in a timely and reasonable manner to any request by Design Team for coordination with its labor crew.

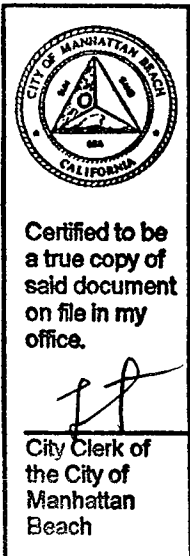
D. Fabrication, Transportation And Installation

1. DESIGN TEAM or DESIGN TEAMS' employees or agents will provide any and all required engineering pertaining to the Signage itself and its relationship to the Site, including attachment to the Site, if necessary. CITY shall cooperate with DESIGN TEAM in providing information as needed, for engineering the installation of the SIGNAGE.

2. DESIGN TEAM is also responsible for transportation of the Signage to, and installation of the Signage at, the Site and for all of the expenses associated with fabrication, transportation and installation of the SIGNAGE.

3. CITY agrees that CITY or its representatives will receive, unload and safely store the Signage or parts thereof, at a designated site, until such time as installation may commence.

The risk of loss or damage shall be borne by the City prior to the Design Team's installation at the site during such periods of time as the partially or wholly completed Signage is in the custody, control or supervision of the City or its



agents for the purposes of transporting, storing, installing or performing any other ancillary services to the work. Upon delivery of the work to the storage site, the risk of loss or damage to the work shall be borne by the City.

4. DESIGN TEAM agrees to engineer the Signage in accordance with applicable building codes, if any, for the Site. DESIGN TEAM or DESIGN TEAMS' agents will coordinate and supervise on-site installation. DESIGN TEAM shall assist and cooperate with CITY in obtaining any permits pertaining to the design, materials, fabrication and/or installation at the Site of the Signage.

5. It is understood by both parties to this Agreement that minor modifications to the Design and/or materials of the SIGNAGE which leave the SIGNAGE substantially as set forth in Exhibit A may become necessary during the fabrication and installation phases of the project. DESIGN TEAM may undertake such minor modifications without the consent of the CITY. No major changes to the Design and/or materials, however, will be permitted without CITY'S approval. Consent to major modifications shall be solely at the discretion of CITY.

E. Site Preparation and Access

1. DESIGN TEAM shall install, attach and/or affix the completed Signage at:

Marine & Aviation; Manhattan Beach Blvd. & Aviation; and Valley/Ardmore & Boundary.

CITY shall provide the Site broom clean and free of any obstructions which will hinder installation. Any other preparation of the Site shall be the sole responsibility of the DESIGN TEAM.

Design Team shall not be responsible for pre-existing conditions in substrata. All fractures and cracks and pre-existing structural deficiencies will not be repaired DESIGN TEAM. Cracks and defects in substrata will be documented by Design Team prior to installation.

2. Arrangements for access to the Site must be made through CITY and access shall not be scheduled until CITY has received a certificate evidencing liability insurance as required below. DESIGN TEAM shall provide CITY with a written list of the workers, vehicles and equipment which will be involved in the installation of the Signage, at least five (5) days in advance of installation so that security and unloading arrangements can be made.

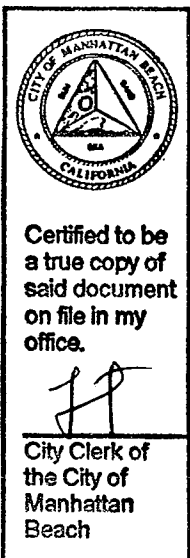
F. The DESIGN TEAM shall make such structural changes in the design as may be necessary to bring it into conformity with accepted engineering practices. City Engineer will consult with Design Team if necessary or appropriate.

II. COMPLETION OF THE SIGNAGE

A. Time is of the essence in the performance of this agreement. The DESIGN TEAM agrees to complete the three Entryways Signs within three hundred (300) days from the date of Design Team's receipt of first payment required to be paid under the contract.

B. If the project is not substantially complete on the date set forth in the Construction Contract CITY shall suffer loss the actual amount of which is impossible to calculate. DESIGN TEAM shall pay to CITY the sum of one hundred Dollars (\$100) as fixed, agreed, and liquidated damages for each calendar day of delay beyond 300 days from the date of Design Team's receipt of the first payment until the Signage is substantially complete.

C. If the DESIGN TEAM is delayed at any time in the progress of the Signage by any act or neglect of the CITY, or by changes ordered in the SIGNAGE, or



by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable causes, or any cause which the CITY determines justifies the delay, then the completion date shall be extended by written notice for such reasonable time as the parties may determine.

City shall grant a reasonable extension of time to Design Team in the event that there is a delay on the part of City in performing its obligations under this agreement or in completing the project, or if acts of God or conditions beyond the control of Design Team render timely performance of Design Team's services impossible. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

III. COMMISSION AMOUNT AND MANNER OF PAYMENT

In consideration of satisfactory performance of the SIGNAGE specified herein, the CITY shall pay the DESIGN TEAM a fixed sum not to exceed One Hundred Thirty-five Thousand and no/100 dollars (\$135,000) as follows:

- A. Twenty percent (20%) to be paid on the signing of the contract.
- B. Twenty percent (20%) to be paid upon CITY approval of design plans
- C. Forty percent (40%) to be paid upon Installation of the three signs
- D. Ten percent (10%) to be paid upon final inspection of three Entryway sites.
- E. Ten percent (10%) to be paid upon City's acceptance in writing of finished SIGNAGE or receipt by City of written notice of completion from the Design Team and expiration of thirty (30) days as provided below.

All invoices shall be directed to the attention of the Cultural Arts Manager. They will be paid within fifteen (15) days of approval by the CITY. The City shall not take more than seven (7) calendar days to review and approve any invoices submitted to the City.

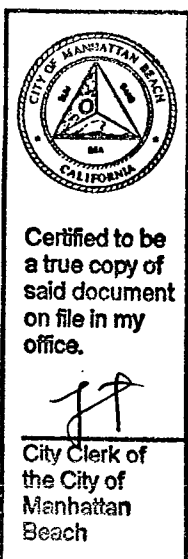
Final acceptance shall be effective as of the earlier to occur of (i) the date of City's notification of final acceptance, or (ii) the thirtieth (30th) day after Design Team has sent the City written notice informing the City that the work has been completed, unless City, upon receipt of such notice and prior to expiration of the thirty (30) day period, gives Design Team written notice specifying the work, or portion(s) thereof which have not been completed, or otherwise describing its reason for non-acceptance.

IV. RIGHT, TITLE AND INTEREST TO THE SIGNAGE

A. Upon final payment to the DESIGN TEAM, all right, title and interest to the SIGNAGE shall become vested in the CITY of Manhattan Beach. The DESIGN TEAM will retain all right, title and interest to any designs which are rejected by the CITY, as well as any incidental designs resulting from the SIGNAGE.

B. For purposes of copyright law (including Civil Code section 982) SIGNAGE is a work made for hire and City retains all copyright rights both statutory and common law including, but not limited to, the right of reproduction. CITY agrees to give DESIGN TEAM credit in all reproductions of the SIGNAGE.

C. DESIGN TEAM hereby expressly waives all rights and benefits afforded him by Civil Code sections 986, 987 and 989 and agrees that removal of the



SIGNAGE and its possible destruction by virtue of alterations to the structures and real property upon which it is located shall be solely at the discretion of CITY.

D. With thirty (30) days prior approval of the City, which shall not unreasonably be withheld, Design Team shall have the right to use reproductions of the SIGNAGE for personal publicity, retrospectives, exhibits and for other non-commercial purposes.

V. INDEMNITY

A. The DESIGN TEAM shall defend, indemnify and hold harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the DESIGN TEAM or his agents or employees or other independent contractors directly responsible to him, except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence of CITY.

B. The CITY agrees to indemnify, protect, defend, and hold harmless the DESIGN TEAM, the DESIGN TEAM'S employees, and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of actions, suits, proceedings, judgment and expenses, including without limitation, attorney's fees, court costs and other legal expenses, arising from or connected with the sole negligence of CITY or its officers or employees in the conduct of this Agreement and installation of the SIGNAGE.

C. The CITY will assume liability for the SIGNAGE against loss, theft, mutilation, vandalism or other damage (including that caused by acts of God) that shall befall the SIGNAGE after its installation at the site and acceptance in writing by the CITY. Except as provided in Section I, D, 3 above, the risk of damage to or loss of the SIGNAGE during development and through installation shall be that of the DESIGN TEAM. The DESIGN TEAM will provide a policy of insurance, covering all risks and hazards against any damage to or loss of the SIGNAGE while it is being made and installed. The CITY is responsible for the insurance of the SIGNAGE after its installation.

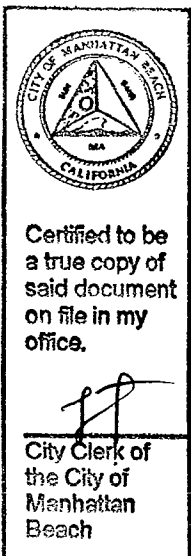
VI. INSURANCE REQUIREMENTS

A. Commencement of Work. DESIGN TEAM shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, DESIGN TEAM must have and maintain in place, all of the insurance coverages required in this Section VI. DESIGN TEAM'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section VI and DESIGN TEAM shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A:-VI unless otherwise approved by CITY.

B. Coverages, Limits and Policy Requirements. DESIGN TEAM shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special



limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) **AUTO LIABILITY INSURANCE** - a policy for personal automobile liability insurance with no special limitations affecting the CITY. The limit for bodily injury shall be no less than _____ dollars (\$ _____), and property damage liability shall be no less than _____ dollars (\$ _____) per accident. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) **WORKERS' COMPENSATION INSURANCE** - Should DESIGN TEAM have any employees DESIGN TEAM agrees to comply with all the requirements of State Workers' Compensation law.

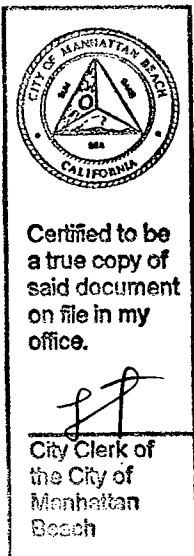
C. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit DESIGN TEAM'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify DESIGN TEAM in writing of changes in the insurance requirements. If DESIGN TEAM does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, DESIGN TEAM shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by DESIGN TEAM) ; or
- (2) DESIGN TEAM shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

D. Verification of Compliance. DESIGN TEAM shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, DESIGN TEAM shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

VII. ALTERATIONS, REPAIRS AND RESTORATIONS



A. The DESIGN TEAM, if reasonably available, shall be informed with regard to all repairs and restoration of the SIGNAGE subsequent to its installation. The DESIGN TEAM shall be allowed to recommend restorative techniques and materials, and shall be given the opportunity to submit proposals for any such repairs and restoration for an appropriate fee. All repairs and restorations shall be made in accordance with recognized principles of conservation.

VIII. GOVERNING LAW

A. Unless agreed otherwise in writing by the parties, the terms and provisions of this Agreement shall be governed by the laws of the State of California.

IX. NON-DISCRIMINATION

A. The parties to this Agreement agree to comply with the requirements of non-discrimination and equal opportunity laws which provide that no person in the United States will, on the basis of sex, age, religion, race, color, national origin, or handicap, be excluded from participation in, be denied benefits of, or be subject to discrimination under any part of the execution and fulfillment of this Agreement.

X. SPECIAL CONDITIONS

A. Design Team warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by DESIGN TEAM for the purposes of securing business.

B. The death or incapacity of the Design Team shall automatically terminate this Contract. Neither the Design Team nor his/her estate shall have any further right to perform hereunder. City shall pay the Design Team's estate or the Design Team the pro-rated compensation payable for any services rendered prior to such termination not heretofore paid reduced by the amount of additional costs which shall be incurred by City by reason of such termination.

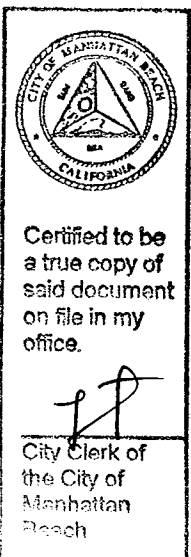
C. Design Team shall not make any public information release in connection with services performed under this Agreement without advance written permission of the City.

D. In any printed, visual or recorded matter or in any exhibition or display which describes or is prepared in connection with, or results in whole or in part from this Contract, mention shall be made of the City of Manhattan Beach's support and the Design Team with name and copyright date.

XI. REPRESENTATIONS AND WARRANTIES

A. The City represents and warrants to the Design Team that (i) it has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the rights granted to the Design Team hereunder will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished or impaired; (iii) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which the City is a party or by which it is bound.

B. The Design Team represents and warrants to the City that (i) the Design Team has the full right and authority to enter into and perform his/her



obligations under this Agreement; (ii) the rights granted to the City hereunder will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired; (iii) the execution, delivery and performance to this Agreement will not violate the provisions of any Agreement of which it is a party or by which it is bound.

XII. WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS

A. All equipment, materials, and workmanship furnished under this contract shall be guaranteed for a period of one (1) year from the date of acceptance thereof against all defects that might render the work unsatisfactory during its normal operation. Defective materials and workmanship which become apparent during the guarantee period shall be replaced by the Contractor at his expense, together with the repair or replacement of any adjacent work, which may have been damaged by reason of the defective material, or during the process of its repair or replacement.

B. Manufacturer's warranties and guarantees furnished for materials used in the work, instruction sheets, and parts lists supplied with materials shall be delivered to the Engineer prior to acceptance of the project.

XIII. TERMINATION

A. Either party may terminate this Agreement for cause if the other party fails to perform any material obligation hereunder. In the event the DESIGN TEAM abandons the SIGNAGE, defaults on any material term of this Agreement or otherwise causes it to be terminated without cause prior to final acceptance of the SIGNAGE, the DESIGN TEAM shall not be owed or paid any further compensation by the CITY. In the event the CITY terminates this Agreement without cause, the CITY shall pay the DESIGN TEAM all payments due and owing in accordance with Section 3 above, Commission Amount and Manner of Payment, toward the sum of the contract fee as of the date of termination. DESIGN TEAM shall deliver to the CITY the Signage in whatever form it exists at that time, which shall then become the property of the CITY. The right to fabricate or execute the SIGNAGE, and all use thereof of the SIGNAGE shall be under the jurisdiction of the CITY. Provided, however, that DESIGN TEAM or his heirs shall determine whether or not DESIGN TEAM's name shall be associated with the project. The DESIGN TEAM may refund all monies paid to him/her by the CITY prior to the time of termination and retain the SIGNAGE, together with any models, plans, drawings and all materials and supplies purchased for the SIGNAGE, for his/her own use without restriction.

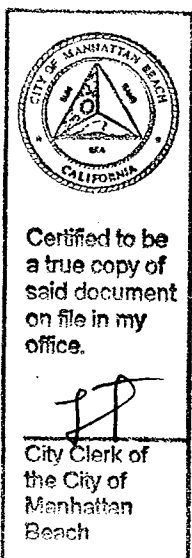
B. Neither party shall terminate this Agreement except after giving the other party thirty (30) days written notice of the reasons therefore. The notice shall specify the cause of the proposed termination, and provide the other party with an opportunity to correct or cure any default within thirty (30) days of the receipt of the notice. Neither party shall have the right to terminate the Agreement where a default has been corrected or cured within 30-day notice period.

XIV. INDEPENDENT CONTRACTOR

A. The DESIGN TEAM shall perform the services provided for herein as an independent contractor.

B. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between or among these parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

C. The DESIGN TEAM shall be under control of the CITY only as to the result to be accomplished and the personnel assigned to the project, but shall



consult with the CITY in all matters pertaining to this project and as provided for in other areas of this Agreement.

D. The DESIGN TEAM agrees to indemnify the CITY for any tax, retirement contribution, social security, overtime payment, Worker's compensation, or any other payment the CITY may be asked to make on behalf of the DESIGN TEAM or any employee of the DESIGN TEAM or any employee of the DESIGN TEAM for SIGNAGE done under this Agreement.

E. The DESIGN TEAM is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC Sec. 1101-1525), and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants to be used on this project.

F. If the DESIGN TEAM subcontracts any of the SIGNAGE to be performed under this Agreement by the DESIGN TEAM, the DESIGN TEAM shall be fully responsible to the CITY for the acts and omissions of the DESIGN TEAM'S subcontractor, as DESIGN TEAM is responsible for the acts and omissions of persons directly employed by the DESIGN TEAM. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor of the DESIGN TEAM and CITY.

XV. FAILURE TO OBJECT NOT A WAIVER

A. The failure of either party of this Agreement to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach of subsequent wrongful conduct.

XVI. LIMITATION ON ASSIGNMENT

A. The rights and obligations under this Agreement may be assigned by the parties hereto only with the prior written consent of the other party. Any attempted assignment without the prior written consent of the other party shall be voidable at the discretion of the non-assigning party.

B. This Agreement and all of the terms and provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective consented successors and assigns.

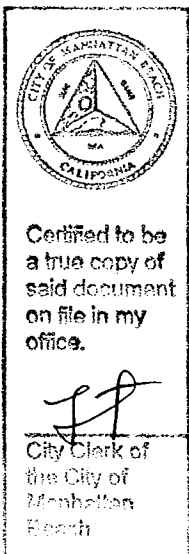
XVII. MODIFICATION OR AMENDMENT

This AGREEMENT is the sole agreement between the CITY and the DESIGN TEAM concerning the subject matter hereof and supersedes any and prior agreements relating thereto. No provision of this AGREEMENT may be amended, modified or supplemented except in writing signed by the CITY and the DESIGN TEAM and submitted to the City Manager. The waiver of the breach of any provision of this AGREEMENT will not constitute a waiver of any subsequent breach thereof, nor of the AGREEMENT.

This contract must be signed and returned to the Parks and Recreation Department Office prior to the start of the contract service. Reimbursement may be withheld for any services performed prior to the execution of this contract.

XVIII. NOTICE

All notices, approvals, demands, reports and other communications provided for in this Agreement shall be in writing (including telex, telecopy, telegram or similar writing) and shall be given to such party at its address or such electronic communication number as is set forth below or such other address or electronic communication number as such party may hereafter specify for the purpose by notice to other party listed below. Each such notice, approval, demand, report or



other communication shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon telex, telegram or telecopier, upon the sender's receipt of any appropriate answer back or other written acknowledgment or confirmation of receipt of the entire notice, approval, demand, report or other communication, if given by certified or registered mail, return receipt requested, deposited with the United States Mail with first-class postage prepaid, seventy-two (72) hours after such notice is deposited with the United States Mail, (c) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier, or (d) if given by any other means, upon delivery at the address specified in this section.

To City: Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attention: Cultural Arts Manager
Telephone : (310) 802-5406
Fax: (310) 802-5401

To Design Team: Simon Andrews, Graphic Solutions
2952 Main Street
San Diego, Ca 92113

Approved and Accepted:
CITY OF MANHATTAN BEACH

Simon Andrews,
Graphic Solutions *ud*

By: [Signature]
City Manager

[Signature]
Contractor's Signature

By: [Signature]
Director of Parks and Recreation

2952 Main Street
Address

By: [Signature]
Cultural Arts Manager

San Diego, California 92113
City State Zip


Approved as to Form:

Phone #: (619) 239-1335

By: [Signature]
Robert V. Wadden Jr., City Attorney

Fed Tax ID#: 95-3148035

Attest:
By: [Signature]
Liza Tamura, City Clerk



Certified to be a true copy of the original of said document on file in my office.

[Signature]
City Clerk of the City of Manhattan Beach, California