

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 AGREEMENT

2 **29342**

3 THIS AGREEMENT is made and entered, in duplicate, as of October 6, 2005
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting held on October 4, 2005, by and between SAFEWAY
6 SIGN COMPANY, a California corporation, with its principal office at 9875 Yucca Road,
7 Adelanto, California 92301 ("Contractor"), and the CITY OF LONG BEACH, a municipal
8 corporation, located at 333 West Ocean Boulevard, Long Beach, California 90802 ("City").

9 WHEREAS, City required traffic signs and solicited bids for the signs; and

10 WHEREAS, because the estimated expenditures for these signs was
11 expected to be less than \$100,000 Purchase Order BPPW05000024 ("Purchase Order")
12 was issued by City; and

13 WHEREAS, the expenditures by the City will exceed \$100,000 so that a
14 contract is now required;

15 NOW, THEREFORE, in consideration of the mutual covenants herein
16 contained, it is agreed as follows:

17 1. Contractor shall continue to furnish traffic signs as described in the
18 Purchase Order, attached to this Agreement as Exhibit "A" and incorporated by this
19 reference. City shall pay to Contractor an amount not to exceed \$180,000. As of October
20 4, 2005, Contractor has already been paid approximately \$87,441.69. As a result, the total
21 contract amount (not to exceed \$180,000) shall be reduced by actual accumulated
22 payments made under the Purchase Order as of October 4, 2005.

23 2. The term of this Agreement shall commence on November 15, 2004
24 (which is the commencement date of the Purchase Order) and shall end on January 15,
25 2006.

26 3. Any notice which, under the terms of the Agreement, must be given or
27 made by either party, shall be in writing and personally delivered or deposited in the U.S.
28 Postal Service, certified or registered mail, return receipt, addressed to the respective

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1 parties at the addresses shown above.

2 Notice or other communication shall be deemed to have been given or made
3 on the date personal delivery is made or the date shown on the return receipt. Addresses
4 for notice may be changed at any time by giving thirty (30) days prior notice.

5 4. This Agreement may be changed only by a written amendment executed
6 by the authorized representatives of the parties. No amendment or modification shall be
7 made by course of performance, course of dealing or usage of trade. This Agreement
8 shall be governed by the laws of the State of California, excluding those laws relating to
9 conflicts of laws.

10 5. Contractor shall not assign or transfer this Agreement without the prior
11 written consent of City. Any transfer or assignment without City's prior written consent shall
12 constitute a material default of this Agreement and shall be void ab initio.

13 6. If one or more of the provisions contained in this Agreement are, for any
14 reason, held to be unenforceable under the laws of California, such unenforceability shall
15 not effect any other provision of this Agreement.

16 7. In the performance of this Agreement, Contractor shall not discriminate
17 against any employee or applicant for employment because of race, religious creed, color,
18 national origin, ancestry, handicap, disability, AIDS, marital status, sex, or age.

19 8. The acceptance of services or the payment of money by City shall not
20 operate as a waiver of any provision of this Agreement, or of any right to damages. The
21 waiver of a breach shall not constitute a waiver of any other or subsequent breach.

22 9. If there is any legal proceeding between the parties to enforce or interpret
23 this Agreement or to protect or establish any rights or remedies under this Agreement, then
24 the prevailing party shall be entitled to its reasonable attorney's fees and court costs.

25 10. If there is any conflict between the Purchase Order and this Agreement,
26 then this Agreement shall govern.

27 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly

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1 executed with all formalities required by law as of the date first stated above.

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3 Oct 19TH, 2005

SAFEWAY SIGN COMPANY, a California corporation
By: [Signature]
President

4
5
6 10/19, 2005

MICHAEL MOORE
(type or print name)
By: [Signature]
Secretary
A.M. Gutierrez
(type or print name)

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12 11-2, 2005

"Contractor"

CITY OF LONG BEACH, a municipal corporation
By: [Signature]
City Manager

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This Agreement is approved as to form on 10/24, 2005.

ROBERT E. SHANNON, City Attorney
By: [Signature]
Senior Deputy

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EXHIBIT "A"



City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./Plaza Level
 Long Beach, CA 90802

PURCHASE ORDER

BPO ID: BPPW05000024

PRINT DATE: 01/19/2005

PAGE: 01

** ORIGINAL **

SAFeway SIGN CO

9875 YUCCA RD
 ADELANTO

CA 92301

SHIP TO:
 AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS
 CONCERNING THIS ORDER TO:
 LEE E WAYNE
 TEL: (562)570-6039

ITB ID	EXPR DATE	DISCOUNT TERMS	CONTRACT AMOUNT
	11/15/2005	NET 30	90,000.00

TERMS:

TERM ORDER FOR THE PERIOD COMMENCING 11/15/04 TO 11/15/05 FOR
 FURNISHING AND DELIVERING TRAFFIC CONTROL AND STREET NAME SIGNS
 IN ACCORDANCE WITH DEPARTMENTAL NEEDS AND/OR FUND AVAILABILITY.

DEPT CONTACT: AL REVIS AT 562/570-2740

REFER TO ITLB04000116.

EXTENSION OPTION:

THIS CONTRACT IS SUBJECT TO EXTENSION FOR TWO ADDITIONAL ONE (1) YEAR
 PERIODS FROM THE DATE OF EXPIRATION OF THIS CONTRACT, AT THE OPTION
 OF THE CITY, IN ACCORDANCE WITH THE OPTION GRANTED IN YOUR BID.
 PRICE INCREASE SHALL NOT EXCEED 20% DURING FIRST EXTENSION PERIOD.
 PRICE INCREASE SHALL NOT EXCEED 20% DURING SECOND EXTENSION PERIOD.

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City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./Plaza Level
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PURCHASE ORDER

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** ORIGINAL **

DELIVERY:

DELIVERY SHALL BE MADE TO VARIOUS LOCATIONS WITHIN THE CITY. PRICES QUOTED SHALL INCLUDE ALL DELIVERY AND UNLOADING CHARGES.

DELIVERS SHALL BE MADE WITHIN TEN (10) CALENDAR DAYS AFTER RECEIPT OF ORDER. DELIVERY MAY BE A CONSIDERATION IN AWARD.

SAMPLES

CONTRACTOR MAY, UPON REQUEST, SUBMIT SAMPLES OF ITEMS BEING BID TO DETERMINE QUALIFICATION AND COMPLIANCE WITH TECHNICAL SPECIFICATIONS. SAMPLES MAY BE RETAINED BY USER DEPARTMENT AS CONTROL SAMPLES.

PACKAGING:

ALL SIGNS SHALL BE SHIPPED IN CONTAINERS ACCEPTED BY COMMON CARRIERS AND PACKAGE TO INSURE DELIVER IN PERFECT SHAPE AND CONDITION. ANY DISCOUNTS: N/A

ITEM	COMMODITY ID	U/M	UNIT COST
001	801-83	EA	1,200.0000
TRAFFIC AND STREET SIGNS			

----- END OF ITEM LIST -----

THIS BLANKET PURCHASE ORDER IS BEING SENT TO YOU FOR YOUR FILES. EACH DEPT THAT USES THE BPO WILL CREATE THEIR OWN PO RELEASE AGAINST THE BPO. PO RELEASE WILL BE SENT TO YOU EITHER VIA US MAIL OR FAX. THE CITY PURCHASING AGENT'S SIGNATURE WILL NOT APPEAR ON THE RELEASE; AN AUTHORIZED PERSON IN THAT DEPT WILL SIGN THE RELEASE. SHIPMENT OR SERVICE SHALL BE MADE AGAINST THE RELEASE PO NUMBER.

THIS BPO NUMBER SHOULD NOT BE USED ON THE INVOICE.
 ONLY THE PO NUMBER PROVIDED BY THE USING DEPT SHOULD BE USED.
 FAILURE TO OBTAIN THE PO NUMBER AND PROVIDE THAT NUMBER TO THE CITY ON ALL INVOICES WILL RESULT IN DELAYS IN PAYMENT.

QUESTIONS REGARDING THIS BLANKET PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS SHOWN ON THE BPO.
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** ORIGINAL **

ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.

TOTAL ESTIMATED EXPENDITURES (CONTRACT AMOUNT) ARE NOTED HEREIN. THE CONTRACT AMOUNT SHALL NOT BE EXCEEDED, INCLUDING TAX, WITHOUT WRITTEN AUTHORIZATION.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

AUTHORIZED SIGNATURE:

Jane Vandenberg

DATE: JAN 19 2005

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