

Solano CCD Fairfield DFR Plaque

Client: Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

Attn: Jason Yi
Phone: (707) 864-7257
Email: jason.yi@solano.edu

Proposal: C010033A JT
Date: 01/16/2019
Date Rev: 01/16/2019
AE: Will McMullen
Phone: (916) 216-5401
Email: willm@weidnerca.com

Price Based On: Client request based on DFR 7.1 dated 3/26/15

Qty	Sign Type / Description	Price
1	DFR Distinguished Faculty Recognition New 3/8" x 42" x 18" P95 Panel with 1/4" inset backer no Plaques needed. See sheet 7.0 and 7.1	\$809.38

Product Total Price	\$809.38
Applicable Tax 8.38%	\$67.83
Mobilization/Installation	\$228.88
Engineering Allowance	N/A
Permit Allowance	N/A
Contract Total Price	\$1,106.09

INCLUSIONS

1. Construction drawings, including location plans, message schedule and color samples when applicable, will be submitted for review and approval.
2. Price includes installation during normal working hours of 8:00 AM to 5:00 PM Monday thru Friday at prevailing wage rate with one mobilization.
3. Payment Terms: Monthly progress billings consisting of the percentage of the work manufactured during the month and the percentage of the installation labor completed.

Acceptance of Proposal: The undersigned agrees to and acknowledges the terms and provisions of this agreement and the General Terms and Conditions attached hereto as Exhibit "A" by their signature below. The undersigned further agrees that transmitting the signed proposal by facsimile or e-mail shall be considered the same as an original signature.

Name Title Date

WeidnerCA | 5001 24th Street, Sacramento, CA 9582 | 916.452.8000 | 916.452.3331 Fax
CA License #559090 | Certification (SBE) (ESBD)

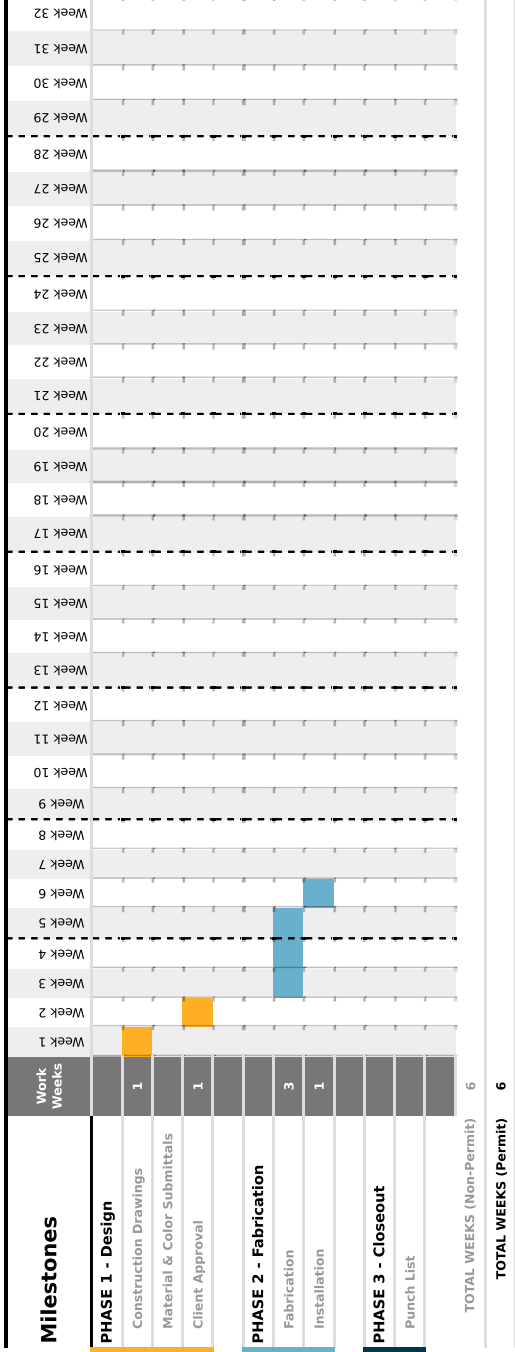
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Work Order #:



Notes:

Exhibit "A"- General Terms and Conditions

Acceptance:

This proposal will be deemed accepted and a legally binding and enforceable contract once signed by the Customer and returned to WeidnerCA (Weidner) together with any required deposit or deposits. This proposal shall be referenced and incorporated into any subsequent agreement entered into by Weidner and Customer for the subject project. The assumptions and exclusions identified in the Proposal shall take precedence over any work, terms, or conditions identified in any other contract documents for the subject project.

Payment Terms:

Payment terms may be modified at the discretion of Weidner and upon 30 days notice to the Customer with payment due upon Customer's receipt of a billing statement. In addition, if modified by Weidner, in the event of a failure by Customer to pay within 30 days of Customer's receipt of a billing statement, Weidner may terminate the contract and any further obligations on the part of Weidner under the contract shall immediately cease. A billing statement shall be deemed to be received by Customer upon the third (3rd) day after Weidner's deposit of the same in the U.S. Mail, with postage prepaid. In addition, any amounts due from Customer to Weidner and unpaid within 30 days of Customer's receipt of a billing statement shall accrue interest each month at the rate of ten (10%) percent per annum until paid. Customer shall remain responsible for payment of any permit fees, taxes and/or assessments levied by any governmental and/or agency.

Risk of Loss:

The risk of physical loss and/or damage to Weidner's work shall pass to Customer upon the earliest of any one of the following: 1) Weidner's completion of work required of it under its contract with Customer; 2) the installation of works of improvement identified as those for which Weidner is responsible under its contract with Customer; or 3) Customer's acceptance of work required to be performed by Weidner under its contract with Customer. Regardless of the passing of the risk of loss, Customer shall have an absolute, unwaivable and unassignable duty to protect Weidner's work from theft, physical damage or injury of any kind once installed, and whether or not Weidner's work is complete.

Completion:

Weidner's work under its contract with Customer shall be deemed complete on the occurrence of the earliest of the following events: 1) Customer's acceptance of the work as complete; 2) ten (10) days after Weidner's notice to Customer of the completion of its work and Customer's failure to reject the work; 3) Customer's use of goods and/or materials supplied by Weidner in the course of Customer's ordinary business operations; or 4) 30 days following Weidner's cessation of labor due to events reasonably beyond Weidner's control which prevent Weidner from actually completing the work under its contract with Customer.

Indemnification/Limitation of Liability:

Weidner agrees to indemnify, hold harmless and defend Customer from any claims, actions, liabilities and/or damages which are related to the production of its product and/or the performance of its services and which arise prior to the date of completion as defined in the contract between Customer and Weidner. Weidner, however, shall not be obligated under this Agreement to indemnify, including the cost to defend, the Indemnified Parties for Claims arising out of, pertaining to, or relating to the active negligence or willful misconduct of the Indemnified Parties, or for defects in design furnished by such persons, or to the extent the Claims do not arise out of the scope of work of the Subcontractor pursuant to this Agreement. Customer agrees to indemnify, hold harmless and defend Weidner from any claims, actions, liabilities and/or damages, including attorneys' fees and costs and/or other pecuniary relief of any kind, which are sought by a third party or third parties who claim to have been damaged or injured in any way from Weidner's products and/or services, including, but not limited to, Customer's use of Weidner's products and/or services subsequent to the date of completion as defined in the contract between Customer and Weidner, regardless of whether the same are caused by the passive fault of Weidner, but the

indemnity obligations shall not apply to the active negligence or willful misconduct of Weidner. In any event, Weidner's liability to Customer for damages and/or pecuniary relief of any kind, including attorneys' fees and costs, and from any cause whatsoever, shall be limited to the greater of the amount paid to Weidner under its contract with Customer or \$50,000.00 and no more, except to the extent of insurance proceeds which are actually available to satisfy Customer's claims.

Entire Agreement:

This proposal sets forth the entire terms of the integrated agreement between Weidner and Customer and, when accepted, shall constitute the entire contract between parties concerning the subject matter addressed herein. At the point of acceptance, all verbal discussions, negotiations, correspondence and/or other writings of any kind not set forth in the contract shall be null and void and of no further force and effect whatsoever, unless set forth in a subsequent writing, signed by the parties to be charged and acknowledged as part of the contract entered into between Weidner and Customer.

Governing Law:

The parties agree that the contract between Weidner and Customer shall be understood, interpreted, performed and enforced according to the laws of the State of California. The parties further agree that for all purposes including establishing venue in the event of a dispute concerning the contract between Weidner and Customer, said parties acknowledge and stipulate that their contract was entered into and is to be performed and was in fact performed in Sacramento, California.

Attorneys' Fees and Costs:

In the event of a dispute or where any action is made necessary to enforce and/or interpret the contract between Weidner and Customer, or which arises out of that agreement in any way, the prevailing party in such a dispute or action shall be entitled to his reasonable attorneys' fees and costs.

Warranty:

Weidner warrants and represents that all work shall be performed in a good and workmanlike manner, free from defects in workmanship and materials for a period of one year. Electronic Components are warranted by the component manufacturer. Weidner's sole obligation under this warranty is limited to either, at Weidner's option, repairing or furnishing a replacement for the parts thereof which Weidner determines do not conform to this warranty. Customer's exclusive remedy for breach of any such warranty will be enforcement of such obligation of Weidner. Weidner's obligations hereunder shall extend only to defects for which Customer shall have given written notice thereof and shall in no event extend to consequential damages or damages for loss of use of the signage.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. WEIDNER DISCLAIMS ANY WARRANTY OF ANY OTHER KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Miscellaneous Provisions:

In compliance with Section 7030 of the Business and Professional Code of the State of California, the following statement is hereby set forth: "Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 2000, Sacramento, CA 95826."

Last updated March 2018