



Contractor 's License Numbers: CA 740137 - NV 67895

THIS CONTRACT IS BETWEEN WOLFPACK, INC, dba Wolfpack Sign Group (Contractor),  
 1325 GRAND AVE, SUITE 100  
 SAN MARCOS, CA 92078, (760) 736-4500 FAX (760) 471-8596

**A N D**

**CLIENT:** Rotary Club of Camp Pendleton  
 P.O. Box 9000, #216  
 Oceanside ca 92051

**PROJECT:** Memorial Garden - Bronze Plaques

**LOCATION:** Camp Pendleton

<b>Scope of Work</b>
<b>Bronze Plaque</b>

**Date:** February 23, 2013  
 Orig.1/24/11 Rev. Rev.  
**Account Executive :** Ryan Meyer  
**CONTACT :** Linda Sundrum  
 760-415-9990

**CONTRACT # :** RC-MWB-0213

We hereby propose to furnish the materials and perform the necessary labor for the completion of:

**SCOPE OF WORK**

Type	Qty	Y/N ADA Braille	Description	Materials	SIZE	Per Unit	Extended	Tax	Subtotal	
Bronze Plaques	M.5	5	N	Bronze Plaque	Etched Bronze Plaque (Etching required for fine detail in logos)	22" x 28"	\$2,437.00	\$974.80	\$12,185.00	\$13,159.80
Design Labor	DL.1		n/a	Set-Up	- Non-Taxable Labor - Set-up and Design layouts for above Scope of Work. Includes conversion of colored customer supplied logos to artwork for casting	n/a	\$325.00			
Project Management	PM.1		n/a	Management Fees	- Non-Taxable Labor -Non-Prevailing wage	n/a	\$150.00			
Installation	I.1		n/a	Non-Taxable Installation Labor	Non-Taxable Labor associated with the installation of all above line items. <b>Non-Prevailing Wage - 1 Trips - (1x) Installers, (2/3x) Day.</b> Additional trips will be billed at a minimum of \$2,500 per day, or \$250 per trip + at \$100 per hour, per installer.	n/a	\$800.00			

SIGN COSTS	\$12,185.00
City of Vista, County of San Diego TAX RATE 8.00%	\$974.80
NON TAXABLE LABOR	\$1,275.00
<b>TOTAL</b>	<b>\$14,434.80</b>

**TOTAL COST** (Above Scope of Work, Terms below) = **\$14,434.80**

CLIENT INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

The above work to be performed in accordance with typical workmanlike trade standards according to the drawings and any specifications submitted and will be completed in a timely manner as detailed below. Pricing changes based on logo, design, materials, size and final quantities. One Year Warranty applies to all above work upon completion of ALL work or written letter of completion.

**\*All permitting, if applicable, to be handled by client, unless otherwise specified.**

If client should want to contract Wolfpack to handle permitting, cost will be an average of \$2000.00 plus the actual costs of all permits and fees for the normal processing of permits. This fee will be due before Wolfpack begins permitting process, and is non-refundable regardless of outcome. Permitting Fees do NOT include Engineering or Structural drawings unless otherwise specified above.

**\*\* Installation charges are based on direct soil installation. Any additional required concrete coring may incur additional charges.**

**\*\*\* Prices on this contract are valid for 120days. Changes to Scope of Work will result in a Change Order. THIS IS NOT A FIXED PRICE CONTRACT = ONLY the signs listed above, and their associated quantities are part of our Scope of Work. Additional signage requirements or requests will result in a Change Order.**

**\*\*\*\* Illuminated signs are NOT UL listed unless otherwise noted above.**

**SCOPE OF WORK COMPLETION TIME:**

ESTIMATED 8 WEEKS FOLLOWING CITY and/or CLIENT APPROVAL OF ALL ARTWORK, PERMIT ISSUANCE AND RECEIPT OF DEPOSIT. CLIENT MUST SIGN AND DATE THIS CONTRACT IN ORDER TO START WORK REGARDLESS OF ANY CLIENT SUBMITTED DOCUMENTS THAT MAY SUPERSEDE THE TERMS OF THIS CONTRACT. CHANGES TO THE SCOPE OF WORK MAY RESULT IN A CHANGE ORDER. CHANGE ORDERS MAY RESULT IN A TIME DELAY.

**PAYMENT TERMS:**

50% DEPOSIT REQUIRED BEFORE COMMENCEMENT OF DESIGN OR MANUFACTURING LABOR. PROGRESS PAYMENT DUE AT COMPLETION OF MANUFACTURING AND DIRECTLY FOLLOWING FIRST SCHEDULED INSTALLATION TRIP TO JOBSITE OR UPON RECEIPT OF SIGNS, WHICHEVER IS APPLICABLE. BALANCE AND ALL CHANGE ORDERS DUE WITH-IN 10 DAYS AFTER SUBSTANTIAL PROJECT COMPLETION (Punch list items only remaining). ALL CHANGE ORDERS FOR EXPEDITING CONTRACT TIMELINES ARE DUE ON THE DATE OF ISSUANCE. INTEREST OF 1.5% PER MONTH WILL BE CHARGED ON ALL OUTSTANDING BALANCES MORE THAN 45 DAYS PAST DUE.

ALL SIGNS AND MATERIALS MANUFACTURED BY WOLFPACK SIGN GROUP SHALL REMAIN THE PROPERTY OF WOLFPACK SIGN GROUP UNTIL SUCH TIME THAT THEY ARE PAID FOR IN FULL PER THE CONTRACT PAYMENT TERMS BELOW. WOLFPACK SIGN GROUP RESERVES THE RIGHT TO REMOVE SIGNS AND MATERIALS THAT HAVE BEEN INSTALLED BUT HAVE NOT BEEN PAID FOR ACCORDING TO THE TERMS OF THIS CONTRACT.

BY SIGNING BELOW, YOU ADDITIONALLY AGREE TO THE TERMS AND CONDITIONS AS SET FORTH IN APPENDIX A WHICH IS EITHER BELOW OR ATTACHED.

**Wolfpack Sign Group approval of all work as specified in above Scope of Work. >**

**CLIENT or Authorized Agent approval and authorization of all work as specified in above Scope of Work. >**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (PRINTED)                              DATE

\_\_\_\_\_  
NAME (PRINTED)                              DATE

\_\_\_\_\_  
POSITION HELD

\_\_\_\_\_  
POSITION HELD

## Contract Terms and Conditions - Appendix A

1. **Plans, Specification, and Permits.** The project will be manufactured according to plans and specifications in the Scope of Work.
2. **Labor and Material.** Contractor shall pay all valid charges for labor and material incurred by contractor and used in the manufacturing of the project, but is excused by owner from this obligation for bills received in any period during which owner is in arrears in making progress payments to contractor. Should contractor fail to make any payments required under this paragraph, owner may make such payments on behalf of contractor; and contractor shall reimburse owner for the amount actually paid on demand; but owner shall not, by means of assignment or otherwise, be entitled to collect any greater amount from contractor than the amount actually paid for labor or materials under this paragraph.
3. **Contract, Plans and Specifications.** The contract, plans and specifications are intended to supplement each other. In case of conflict, however, the plans shall control over the specifications, and the provisions of this Scope of Work contract shall control both.
4. **Extra Work.** Should owner, construction lender or any public body or inspector direct any modification or addition to the work covered by this contract, the cost shall be added to the contract price. Owner will be advised of the costs and a "Change Order" will be submitted to owner. Changes in the contract shall be evidenced by a writing signed by both parties. Expense incurred because of unusual or unanticipated conditions (such as fill hard soil, rock or ground water, wall paint failure, moisture seepage) shall be paid for by owner as extra work.
5. **Delay.** Contractor shall be excused for any delay in completion of the contract caused by acts of owner or owner's agent, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, jobsite readiness, failure of owner to make progress payments promptly, or other contingencies unforeseen by contractor and beyond the reasonable control of contractor.
6. **Damage to Project and Insurance.** If the project is destroyed or damaged by an accident, disaster or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, or by theft or vandalism, any work done by contractor in restoring the project shall be paid for by owner as extra work.
7. **Right to Stop Work.** Contractor shall have the right to stop work if any payment shall not be made to contractor under this agreement, contractor may keep the job idle until all payments due are received.
8. **Limitations.** No action arising from or related to the contract, or the performance thereof, shall be commenced by either party against the other more than two years after the completion or cessation of the work under this contract. This limitation applies to all actions of any character, whether at law or in equity, and whether sounding in contract, tort or otherwise. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for willful fraud, concealment or misrepresentation.
9. **Attorney Fees.** If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation, or in a separate suit shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorney fees paid or incurred in good faith.
10. **Clean-Up.** Upon completion of the work, contractor will remove debris and surplus material from owner's property and leave it in a neat and broom-clean condition.
11. **Taxes and Assessments.** Taxes and special assessments of all descriptions will be paid by owner.
12. **Notice.** Any notice required or permitted under this contract may be given by ordinary mail at the address contained in this contract; but such address may be changed by written notice given by one party to the other from time to time. After a notice is deposited in the mail, postage prepaid, it shall be deemed received in the ordinary course of the mails.
13. **Prohibition of Assignments.** Contractor may not assign this contract or payment due under this contract to any other party without the written consent of owner.
14. **Bankruptcy.** If either party becomes bankrupt, or makes an assignment for the benefit of creditors, the other party has the right to cancel this contract.
15. **NOTICES:**
  - Contractor will maintain in full force and effect a workers' compensation insurance policy and a commercial general liability insurance policy in amounts not less than required by the specifications.
  - 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, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.
  - STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING – IF THE TOTAL PRICE OF THE JOB IS \$600 OR MORE (INCLUDING LABOR AND MATERIALS).
  - LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF THE CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.