

• QUOTATION •


& PURCHASE CONTRACT

Date: 10/9/17
 Revised:
 Job#: 92J8657
 Sales Rep: Andrew Chapman - 926

FSG - Signs
 10212 Metric Blvd.
 Austin Texas, 78758
 p. 800-327-1104 / 512-494-0002
 f. 512-494-0003
 www.fsgsigns.com or www.fsgsigns.com

PROJECT LOCATION:	CLIENT BILLING LOCATION:
City of Kyle - Wayfinding Multiple locations throughout city Kyle, TX Scott Sellers p. 512-262-3024 f.	City of Kyle 100 N Front St Kyle, TX 78640 Scott Sellers p. 512-262-3024 f.

PROJECT DESCRIPTION	UNIT PRICE
• Drawing #'s: 92J8657Av2s1	
• Quantity: 1	\$38,760.00
• Sign Dimensions: Height: (inches) 0 Length: (inches) 0 Sq. Feet: 0	
• Brief Description of Project:	
WAYFINDING DIRECTIONAL SIGNS Qty (15) S/F wayfinding signs (2) 1.5" dia aluminum pipes with end caps and vertical supports painted black (3-5) 6" x 30" x .090" thick aluminum removeable directional panels mounted to sign panel Removeable directional panels to have digitally printed reflective vinyl graphics applied first surface 12' x 4" diameter aluminum post painted black (fluted or smooth pending engineering) (1) ball finial with routed aluminum Kyle logo, painted black Aluminum post to be welded to .5" thick aluminum plate for use with DENT breakaway system DENT breakaway anchors, bolts, nuts, & washers - All pending engineered approval. Price includes fabrication and install of all (15x) signs ordered and installed together. Includes Engineering. Permits & procurement on T&M basis if required by the City.	
• Contract Extras: Permits and Procurement on a time and material basis	

CONTRACT CONDITIONS	CONTRACT TOTALS												
<ul style="list-style-type: none"> Please make checks payable to FSG-Signs. Terms are Due Upon Completion, unless otherwise agreed. Sales tax calculated at 8.25%. Subject to change based on jurisdiction and will reflect on invoice. This proposal may be withdrawn if not accepted within 15 days due to fluctuating steel, material and fuel costs. Material pricing is only valid for 60 days from date on estimate. If materials are ordered beyond 60 days from estimate date, customer MAY incur additional charges due to rising material prices at the time of ordering. Customer is to furnish all primary electrical service (120V UNLESS OTHERWISE AGREED) and connection <u>to the sign BASE</u> including: timers, photocells, switches, and/or other controls required by local city ordinances at Customers own expense. Installation portion of this estimate is based on adequate access to front and backside of the install area. Unforeseen obstacles may require additional charges. All private lines must be clearly marked by the customer (such as sprinkler systems and ground lighting). Any damage to private lines not clearly marked is the responsibility of the customer. Projects that are "NEW CONSTRUCTION" are taxed on the cost of materials only taxes are charged and itemized as a pass through item to the customer. The final invoice is the controlling element of this contract (labor and materials separated on invoice). All shipping quotes expire after 60 days. Any price differences billed on final invoice. 	<table> <tr> <td>Sub-Total Cost</td><td>\$38,760.00</td></tr> <tr> <td>Misc Items</td><td></td></tr> <tr> <td>Sales Tax Rate</td><td></td></tr> <tr> <td>Total Contract</td><td>\$38,760.00</td></tr> <tr> <td>Deposit Balance</td><td>\$19,380.00</td></tr> <tr> <td>Final Balance</td><td>\$19,380.00</td></tr> </table>	Sub-Total Cost	\$38,760.00	Misc Items		Sales Tax Rate		Total Contract	\$38,760.00	Deposit Balance	\$19,380.00	Final Balance	\$19,380.00
Sub-Total Cost	\$38,760.00												
Misc Items													
Sales Tax Rate													
Total Contract	\$38,760.00												
Deposit Balance	\$19,380.00												
Final Balance	\$19,380.00												
 TSCL #24950													

THIS AGREEMENT IS ACCEPTED AND APPROVED BY

By signing below, Customer accepts Company's proposal for the Project and agrees to all of the terms and conditions stated on the Contract on Page 2 of this Proposal.

•by:	•by:
Scott Sellers / For: City of Kyle	David Jacobs or Chris Walters / For: FSG - Signs
Date:	Date:

• QUOTATION •


& PURCHASE CONTRACT

Date: 10/9/17
 Revised:
 Job#: 92J8657
 Sales Rep: Andrew Chapman - 926

FSG - Signs
 10212 Metric Blvd.
 Austin Texas, 78758
 p. 800-327-1104 / 512-494-0002
 f. 512-494-0003
 www.fsgsigns.com

PROJECT LOCATION:	CLIENT BILLING LOCATION:
City of Kyle - Wayfinding Multiple locations throughout city Kyle, TX Scott Sellers p. 512-262-3024 f.	City of Kyle 100 N Front St Kyle, TX 78640 Scott Sellers p. 512-262-3024 f.

PROJECT DESCRIPTION	UNIT PRICE
• Drawing #'s: 92J8657Bv2s3	
• Quantity: 5	\$34,447.20
• Sign Dimensions: Height: (inches) 165.5 Length: (inches) 163 Sq. Feet: 187.34	
• Brief Description of Project:	
GATEWAY SIGNS - LED LIT Qty (5) S/F illuminated monument signs - 13'-9.5" x 13'-7" overall 13'-0" x 8'-7.5" x 7'-8" Monument base Mix of Austin white limestone veneer and brick over steel tube frame Planter area to be filled in and landscaped by City of Kyle (not included in quote) 8'-2" Texas outline to be face-lit channel letter 6" deep logo with aluminum back, sidewalls and fabricated retainers, paint (1) solid color Acrylic face with (1) solid color vinyl overlay, white LEDs to illuminate the face 2'-10" channel letters to read, "KYLE" 5" deep, aluminum sidewalls, and fabricated retainers, paint (1) solid color Acrylic faces with (1) solid color vinyl overlay, white LEDs to illuminate the faces Lexan backs with diffuser, RGB LEDs (MaxBrite) to halo illuminate letters, included remote controller Letters to stand off from background cabinet 3'-10" x 9'-7" x 6" deep background cabinet Fabricated from aluminum with retainers, painted (1) solid color Flush mount Texas logo and background cabinet to masonry base. Masonry base to have (2) structural steel supports pipe direct buried into ground. Includes Engineering. Permits & procurement on T&M basis if required by the City. NOTE: Sign cabinet and faces quoted as solid paint and vinyl colors. Final price may vary depending on colors or finishes chosen. NOTE: Ground lighting is not included in this option as channel letters and Texas logo illuminate internally. NOTE: Electrical (or solar power) to sign BY OTHERS. Final hook up to be done by electrician. NOTE: (2x) signs to have sloped bases (IH-35) and (3x) signs to have flat bases.	
• Contract Extras: Permits and Procurement on a time and material basis	

CONTRACT CONDITIONS	CONTRACT TOTALS												
<ul style="list-style-type: none"> Please make checks payable to FSG-Signs. Terms are Due Upon Completion, unless otherwise agreed. Sales tax calculated at 8.25%. Subject to change based on jurisdiction and will reflect on invoice. This proposal may be withdrawn if not accepted within 15 days due to fluctuating steel, material and fuel costs. Material pricing is only valid for 60 days from date on estimate. If materials are ordered beyond 60 days from estimate date, customer MAY incur additional charges due to rising material prices at the time of ordering. Customer is to furnish all primary electrical service (120V UNLESS OTHERWISE AGREED) and connection to the sign BASE including: timers, photocells, switches, and/or other controls required by local city ordinances at Customers own expense. Installation portion of this estimate is based on adequate access to front and backside of the install area. Unforeseen obstacles may require additional charges. All private lines must be clearly marked by the customer (such as sprinkler systems and ground lighting). Any damage to private lines not clearly marked is the responsibility of the customer. Projects that are "NEW CONSTRUCTION" are taxed on the cost of materials only taxes are charged and itemized as a pass through item to the customer. The final invoice is the controlling element of this contract (labor and materials separated on invoice). All shipping quotes expire after 60 days. Any price differences billed on final invoice. 	<table> <tr> <td>Sub-Total Cost</td><td>\$172,236.00</td></tr> <tr> <td>Misc Items</td><td></td></tr> <tr> <td>Sales Tax Rate</td><td></td></tr> <tr> <td>Total Contract</td><td>\$172,236.00</td></tr> <tr> <td>Deposit Balance</td><td>\$86,118.00</td></tr> <tr> <td>Final Balance</td><td>\$86,118.00</td></tr> </table>	Sub-Total Cost	\$172,236.00	Misc Items		Sales Tax Rate		Total Contract	\$172,236.00	Deposit Balance	\$86,118.00	Final Balance	\$86,118.00
Sub-Total Cost	\$172,236.00												
Misc Items													
Sales Tax Rate													
Total Contract	\$172,236.00												
Deposit Balance	\$86,118.00												
Final Balance	\$86,118.00												
 <p>TSCL #24950</p>													

THIS AGREEMENT IS ACCEPTED AND APPROVED BY	
By signing below, Customer accepts Company's proposal for the Project and agrees to all of the terms and conditions stated on the Contract on Page 2 of this Proposal.	
•by: Scott Sellers / For: City of Kyle	•by: David Jacobs or Chris Walters / For: FSG - Signs
Date:	Date:

• QUOTATION AND PURCHASE CONTRACT TERMS (PAGE 2) •

Job#: 92J8657 Job Name: City of Kyle - Wayfinding

Company and Customer enter into the following customer contract ("Contract") regarding services provided for the Job Number identified above and more specifically described on the reverse side of this Contract (the "Project") and agree to the following terms and conditions regarding such Project:

STANDARD SPECIFICATIONS: The Project shall be completed in accordance with the sign drawing and elevation specifications corresponding to the Job Number listed above which are approved by Customer ("Standard Specifications"), unless changes to the Standard Specifications are approved by the parties in writing in accordance with the Change Order process described below.

CONTRACT AMOUNT: Customer shall pay Company for the Project as invoiced by Company in the amount and in increments listed on the reverse side of this Contract ("Contract Amount"). Time is of the essence with regard to Customer's payment obligation.

ADDITIONAL WORK: Unless stated as part of the Contract Amount on the reverse side of this Contract, Customer shall pay an additional amount for the Project in the event that: (i) abnormal soil conditions or underground obstructions exist, including, without limitation, existence of solid rock, pipes, underground wires, etc.; (ii) Company must perform services related to obtaining a variance; (iii) Company is required to provide documentation to obtain permits and approvals for the Project other than the Standard Specifications described above, including, without limitation, shop drawings, samples, design layouts and modifications to architectural site plans; (iv) Company is required to remove free-standing signs or prior signs on a structure located on or near the installation site; (v) Company must obtain permits or approvals; or (vi) Company is requested or required to do any other additional work related to the Project that is not described in the Services section on the reverse side of this Contract.

TAXES: Customer agrees to pay all taxes that are due or may become due by Customer or that may be levied upon Company in connection with the Project, including without limitation, all sales, use, and rental taxes levied by any federal, state, county or municipal authority or political subdivision thereof.

LATE FEES: Customer agrees that all amounts not paid by due date stated on invoice sent by Company are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee.

OWNERSHIP OF SIGNAGE PROPERTY: Company shall contribute parts and materials to manufacture the signage related to the Project ("Signage Property"). Customer acknowledges and agrees that all Signage Property is owned by the Company until receipt of final payment for the Project. Customer expressly agrees that title to the Signage Property is retained by Company and in Company's name until Customer's full payment for the Project is received. Customer further agrees that if Customer fails to make payment in full for the Project within 90 days of completion of the Project, then Company, or Company's representative, in its sole discretion, shall have the right, and is hereby authorized and empowered to take and remove the Signage Property from the installation site, and resume possession of the Signage Property, wherever found, without any liability for damages or other claim whatsoever, with or without process of law, and without prejudice to further enforcement of any balance of such obligation or expenses remaining due.

OWNERSHIP OF COMPANY DESIGNS: Company may provide Customer with designs and artwork created by the Company in connection with the Project ("Company Designs"). All right, title and interest in and to the Company Designs is owned exclusively, throughout the world, and in perpetuity by the Company (including all copyrights and patents, derivatives, renewals and extensions thereof). Any and all use of the Company Designs by Customer, its employees or agents is expressly prohibited without the written consent of the Company; and such written consent is subject to payment in full for the Project and the Company's design service. Until payment in full is received, the Company shall have the sole and exclusive right to use the Company Designs, in whole or in part, in whatever manner the Company may desire, including without limitation, the right to cut, edit, revise, alter and/or otherwise modify the Company Designs and to freely use, perform, distribute, exhibit and exploit such materials and license others to do so in any and all media now known or hereafter devised and shall have the sole and exclusive right to copyright or patent the Company Designs in the Company's name, as the owner and author thereof.

PERMITS AND LICENSES: Unless otherwise stated on the reverse side of this Contract, the Company shall obtain all necessary installation permits related to the Project. Customer shall be responsible for maintaining all necessary permits or variances from public authorities.

CHANGE ORDERS: Any changes to the Standard Specifications that are requested by Customer shall be agreed to by the parties in a Client Change Order Contract, which, upon signature by all parties shall be made part of this Contract. Company may, in its sole discretion, stop all work in connection with the Project until the Client Change Order Contract is signed by Customer.

CUSTOMER DELAY: Company shall not be liable for any delay in the performance of this Contract caused by or resulting from Customer's acts, omissions, or delays in its obligations under this Contract.

TERMINATION: In the event that this Contract is terminated, Customer shall pay Company for all work in progress related to the Project up to date of termination plus a cancellation fee of 25% of the total Contract Amount.

LIMITED WARRANTY: ALL SIGNAGE PROPERTY AND SERVICES PROVIDED BY COMPANY IS GUARANTEED FOR A PERIOD OF ONE YEAR AGAINST ELECTRICAL AND MECHANICAL DEFECTS (THREE YEARS FOR NEON GLASS FADING OR BURNOUT). Expressly excluded from this warranty are acts of God, vandalism, customer modification or defects due to Customer negligence and any other causes beyond the control of the Company. All warranties are void with respect to portions of Project not manufactured, performed or serviced by Company, its employees or agents.

DISCLAIMER OF WARRANTIES: This contract is made with the understanding that there are no expressed or implied warranties other than those contained in this contract and that there are no warranties of any kind, expressed or implied, that the goods shall be merchantable or fit for any particular use or purpose other than those specifically mentioned herein.

FORCE MAJEURE: Company shall not be liable for failure of or delays in the performance of the terms of this Contract resulting from strikes, breakage, fire, labor disputes, unforeseen commercial delays, war, acts of God, or other causes beyond the control of the Company. In addition, the Customer shall not hold the Company responsible, and Company shall not be liable for any damage to landscaping that occurs during installation. Company shall not be liable for roof warranty work if roof membrane is penetrated as part of the normal installation process. The Customer agrees to pay original roof contractor for any needed repairs or patching in order to keep original roof warranty in tact.

MECHANICS LIEN: Customer acknowledges and agrees that the Company shall provide services and furnish materials and labor to manufacture signage related to the Project and further agrees that such materials or labor is for improvement of real property. Therefore, unless otherwise prohibited by state law, Customer authorizes Company to file a Mechanic's Lien for any amounts due under this Contract after (30) days. The Customer further agrees to pay Company an administration fee for all costs incurred in filing of a Mechanic's Lien, and further agrees to pay all legal fees and court costs in connection with the enforcement of a Mechanic's Lien.

INDEMNIFICATION: The Customer shall indemnify and hold Company, and its employees and agents harmless from and against any and all claims, damages, losses and expenses, including, without limitation, attorneys' fees and court costs arising out of or resulting from the performance of the services, if any such claims, damage, loss or expense is caused in whole or in any part by any act or omission of the Customer, or Customer's employees or agents.

INDEPENDENT CONTRACTOR STATUS: In this Contract, Company shall be deemed an independent contractor. It is the intention of the parties that: (i) the Company shall specifically not occupy the status of an agent, servant, or employee of the Customer; and (ii) the relationship between the Company and the Customer shall specifically not be that of a partnership, joint venture, or other similar association. During the progress of performance of the Project, Customer will not, without Company's prior written consent, direct or attempt to direct the employees, agents, or subcontractors involved in performance of services related to the Project or the installation of the Signage Property.

MISCELLANEOUS: The parties hereby agree that: (i) This Contract shall be governed by and construed in accordance with the laws of the State of the Company's principal office without regard to choice of law principles, and Customer hereby irrevocably submits to the jurisdiction of the state and federal courts in such state for all disputes or legal claims arising from this Contract; (ii) In any legal action brought by or against the Company in relation to this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees in addition to any other relief that may be awarded; (iii) If a court should find one or more of the terms of this Contract unenforceable, the remaining terms will nonetheless remain binding on the parties; (iv) This Contract is the complete agreement between the parties regarding the subject matter set forth herein, and this Contract supercedes all previous oral or written agreements regarding this subject matter; (v) This Contract cannot be voided or amended without the written agreement by an officer of the Company; and (vi) Customer shall not make any assignment of this Contract, but the Company may assign this Contract in its sole discretion.