

Proposal#: 34450

Date: 4/25/2025

<b>Quote For:</b>		<b>Project Name:</b> City of Seguin Wayfinding	
City of Seguin 205 N River Seguin, TX-Texas 78155		<b>Site Address:</b> City of Seguin 205 N River Seguin, TX US 78155	
<b>ACCOUNT REP</b>	<b>PROJECT #</b>	<b>TERMS</b>	<b>QUOTE VALID FOR:</b>
Zane Smith	001175	Due upon receipt	15 Days

Type	DESCRIPTION	Qty	Unit Price	Extended Price
1	Freestanding two post Vehicular Directional sign - 24"x 72"City Name ID panel & 42" x 72" directional info panel	29.00	\$3,955.77	\$114,717.33
1	Removal of any existing signage	10.00	\$1,379.50	\$13,795.00
Brandbook	Brandbook	1.00	\$1,045.00	\$1,045.00
1	Engineering of all installation bases and calcs for install. and wind load	1.00	\$1,326.00	\$1,326.00
1	Delivery of product	1.00	\$2,257.53	\$2,257.53
1	Mobilization	1.00	\$2,340.00	\$2,340.00
Two Pole Traffic Info Signs	Installation with break away slip bases	29.00	\$2,925.01	\$84,825.29
1	Freestanding single post Pedestrian Directional sign- 15"x36" City Name ID panel & 30" x36" directional info panel	7.00	\$2,089.83	\$14,628.81
Single Pole Pedestrian Directional Sign	Installation with slip base break away	7.00	\$2,047.98	\$14,335.86
1	Add alternate for fluted post added to base scope for single post pedestrian directional sign Add Alternate for fluted post added to base scope	7.00	\$516.30	\$3,614.10

\*This is an estimation for the goods and/or services named, and subject to change if criteria and/or conditions change provided in connection with this proposal.

\*Proposal includes 3 drawing revisions, additional revisions billed @ \$155.00 hourly

\*Purchaser is responsible for all applicable taxes if not collected

\*This proposal is subject to Terms and Conditions provided in connection with this proposal.

\*Primary Electrical provided by others, Permits, & Engineering will be additional cost if applicable

To Accept this proposal sign here and return: Signature \_\_\_\_\_ Date \_\_\_\_\_

*Thank you for your Business*

TDLR# 18782

SSCSIGNS.COM

# PROPOSAL

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Zane Smith	001175	Due upon reciept	15 Days

Type	DESCRIPTION	Qty	Unit Price	Extended Price
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AMOUNT
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**Total: \$ 252,884.92**  
 Applicable Sales Tax Not Included

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## TERMS AND CONDITIONS

(the "Proposal"), provided by SSC Signs & Lighting, LLC, a Texas limited liability company ("SSC") to the customer named in the Proposal (the "Customer"), is subject to the following terms and conditions hereof (the "Terms and Conditions"):

1. Work to be Performed. Customer hereby agrees to retain SSC to perform the work described in the Quote and made a part hereof (the "Work") in accordance with the terms and conditions set forth herein. SSC shall furnish and install all materials and labor necessary to complete the Work. All workmanship is guaranteed in accordance with the terms of this Quote and the Terms and Conditions (collectively, the "Proposal"). Any alterations or deviations from the Quote involving additional costs shall be agreed upon by Written Orders and may result in additional charges over and above the amounts set forth in the Quote.

2. Terms of Payment. In consideration of SSC performing the Work, the Customer agrees to make payments to SSC in accordance with the payment terms set forth in the Proposal. Customer agrees to pay a fifty percent (50%) deposit upon execution of the proposal and the remaining fifty percent (50%) will be due on completion of the work. Payments are due thirty (30) days after actual or constructive receipt by Customer of an invoice from SSC unless otherwise specified in the Quote. Customer agrees to pay a finance charge in the amount of one and one-half percent (1.5%) per month for any and all past due amounts. Such interest amount shall not exceed the maximum interest allowed by applicable law.

3. Force Majeure. If performance by either party of any provision of the Proposal is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of the party obligated to perform, the period for performance of the term, condition or covenant will be extended for a period equal to the period the party is so delayed or prevented.

4. Warranty. Upon completion of and **FULL PAYMENT** for the Work, SSC shall warrant the Work as follows: (i) for all Work that involved the construction of a new sign, SSC shall provide a one-year limited warranty on the parts and labor connected with the Work; or (ii) for all Work that involved the service or maintenance of a pre-existing sign, SSC shall provide a ninety-(90) day limited warranty on the parts and labor connected with the Work. ALL WARRANTIES ARE NULL AND VOID IF PAYMENT IS NOT MADE PURSUANT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL.

5. Warranty Disputes. In the event of a dispute between SSC and Customer concerning the Work warranted by SSC, Customer agrees to obtain the opinion of a neutral, qualified, third-party engineer (the "Expert"), at Customer's sole expense, prior to instituting any claim, cause of action, or proceeding against SSC. The Expert shall provide his written opinion to both Customer and SSC. In the event that the Expert determines that SSC is solely at fault for the disputed issue, SSC shall reimburse Customer for the cost of retaining the Expert and make the necessary repairs and/or payments required herein.

6. Limitation of Liability. SSC's liability in connection with this Proposal and the Work shall be limited to the cost of the Work quoted to the Customer. In no event shall SSC be liable for any incidental, special, consequential, punitive, or any other damages of any kind in excess of the cost of the Work.

7. Mechanic's Lien. The Customer and the Customer's contractor, if applicable, are responsible for meeting the terms and conditions of this Proposal. In the event that Customer breaches one or more terms of this Proposal, SSC reserves the right to pursue any legal remedies available to it, including but not limited to the filing and perfecting of a mechanic's lien against the property. If Customer fails to meet the terms and conditions of this proposal, SSC may enforce any and all rights available to it pursuant to the laws of the State of Texas.

8. Indemnification. Each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") harmless from all claims, losses, expenses, fees (including attorneys' fees), costs, and judgments that may be asserted against the Indemnified Party that result from the acts or omissions of the Indemnifying Party.

9. Final Agreement. This Proposal represents the final agreement and understanding between the parties. All prior oral or written agreements not memorialized in this Proposal shall be void and of no force or effect.

10. Assignment. Neither party may assign or transfer this Proposal without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

12. Waiver of Jury Trial. CUSTOMER WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS PROPOSAL OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS PROPOSAL OR RELATED TRANSACTIONS IN EACH CASE WHETHER NOW EXISTING OR LATER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. CUSTOMER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT SSC MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS PROPOSAL WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE CUSTOMER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

13. Counterparts. This Agreement may be executed in multiple counterpart copies, each of which will be deemed an original document, but all of which will constitute a single document. Any counterpart transmitted by facsimile or electronic mail shall have the same force and effect as an original.

**By signing this Proposal, you, the Customer, agree to and accept the above terms. By signing this Proposal, you acknowledge that you have read all the notices, terms, and conditions of the Quote and these Terms and Conditions, and you hereby agree to and accept all such terms.**

IN WITNESS WHEREOF, the parties have executed these Terms and Conditions to be effective as of the date below.

SSC Signs & Lighting, LLC,  
a Texas limited liability company

CUSTOMER:

\_\_\_\_\_  
*Company Name*

By: \_\_\_\_\_  
*Signature and Title of Authorized Representative*

\_\_\_\_\_  
*Signature and Title of Authorized Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name of Signor*

\_\_\_\_\_  
*Date*