

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO BUSINESS AGREEMENT BETWEEN
NATIONAL SIGNS, LLC AND FORT BEND COUNTY**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and National Signs LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Business Agreement for an Illuminated Monument, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.

6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
7. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does waive right to trial or any other legal remedy allowed by law.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

FORT BEND COUNTY

NATIONAL SIGNS LLC

Robert E. Hebert, County Judge

Authorized Agent- Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

BUSINESS AGREEMENT FOR AN ILLUMINATED MONUMENT



BUSINESS AGREEMENT

AN AGREEMENT BETWEEN NATIONAL SIGNS, LLC (SELLER) AND: FORT BEND COUNTY			(BUYER)
PROJECT NAME: FORT BEND COUNTY FAIRGROUNDS / HWY 36 S. / EMC MON			
AUTHORIZED REPRESENTATIVE: MARY STAFF	PHONE: 832-471-2590	EMAIL: MARY.STAFF@FORTBENDCOUNTYTX.GOV	
BILLING ADDRESS: 4310 HWY 36 S. ROSENBERG, TX 77471		FAX:	
JOB LOCATION: 4310 HWY 36 S. ROSENBERG, TX 77471			
NSL ACCOUNT EXECUTIVE: MATTHEW NICOLAY			

WE HEREBY SUBMIT SPECIFICATIONS AND INVESTMENT AMOUNT FOR:	INVESTMENT:
<p>Illuminated Monument</p> <p>Remove and dispose of existing monument sign. Manufacture and install (1) one 14'-0" X 26' 1 1/2" double faced internally illuminated monument sign and round logo cabinet.</p> <ol style="list-style-type: none"> 1. Cabinet to be all aluminum construction- .125 aluminum over 2" aluminum angle framing with acrylic polyurethane painted finish. 2. Faces to be .125 aluminum with reverse channel letters mounted to face with 2" standoffs. 3. Internally illuminated with white LEDs. 4. Letters to be aluminum construction- .063 mill finish aluminum 4" returns on .125 letter faces with acrylic polyurethane paint. 5. (2) two sets of LED illuminated, reverse channel letters reading "FORT BEND COUNTY" at 11" and "FAIRGROUNDS" at 1'- 0 1/2". 6. Letter backs are .150 polycarbonate with second surface applied diffuser vinyl. 7. White LED illumination with remote power supplies. 8. Logo to be all aluminum construction- .125 aluminum over 2" aluminum angle framing with acrylic polyurethane paint. 9. Faces to be .125 aluminum routed and backed with 3/4" clear acrylic with vinyl overlay, outer ring and dotted ring are backed with 3/16" white acrylic. 10. Sign mounted to (2) two 8" X 8" X 3/8" wall square tube and set in 3'-0" X 10'-0" deep footing. Concrete pedestal to be 3" above and below grade, with 3" outlay from sign. 	\$ 65,272.00
<p>Electronic Message Center</p> <p>Provide and install (1) one 4'-8" X 10'-8" full color double face LED message center with 15.85mm 80 X 200 matrix and 4'-2" X 10'-5" viewable area.</p> <p><i>Note: Pricing does not include running of primary power or required electrical infrastructure (sub panel).</i></p>	\$ 51,571.00
<p><i>Buy Board Discount - Contract # 512-16</i></p>	(\$ 5,843.00)
<p>Permits, Engineering, Lane Closures and related fees, if any, are additional, and billed at cost plus a \$495 procurement fee.</p>	<div style="border: 1px solid black; width: 100px; height: 20px; margin-left: auto; margin-right: auto; display: flex; align-items: center; justify-content: center;"> Client Initials </div>

ALL WORK TO COMPLY WITH NSL DRAWING #: NS 18 29369 REV: DATED: 02.14.18

We propose hereby to furnish material and labor in accordance with above Specifications for:

INVESTMENT:	\$ 111,000.00	SALES TAX:	\$ 0.00	TOTAL:	\$ 111,000.00	DEPOSIT:	\$ 0.00
--------------------	----------------------	-------------------	----------------	---------------	----------------------	-----------------	----------------

Investment amount to remain in effect for 30 days from the date this agreement was issued. After 30 days, the Investment amount is subject to change based on market conditions.

Deposit due upon acceptance of this agreement with balance due upon completion in accordance with the General Terms and Conditions hereof.



National Signs

Client agrees that the entire investment amount and remaining balance is due and payable upon completion of project. If National Signs does not receive full payment within 30 days from invoice, National Signs has the authority to deem the Warranty NULL & VOID and forfeited by the client. FURTHER, NATIONAL SIGNS RESERVES THE RIGHT TO INVOICE AND COLLECT FOR COMPLETED MANUFACTURING PRIOR TO INSTALLATION. Investment amount in this agreement includes a discount for payment (in full or in part) by cash, check or electronic funds transfer. Discounted pricing does not apply for credit card payments.

General Terms and Conditions

1. **ELECTRICAL CONNECTIONS.** Post-installation visit(s) related to electrical connectivity will be at the Buyer's specific request and will be conducted at the Buyer's expense. Moreover, it is understood and agreed that Buyer is to furnish all primary electrical service required, connection thereof, and / or switches or other controls at Buyer's own expense. It is understood that final hookup will be completed at the time of installation provided that the circuit(s) is ready. In the event that the connection is not yet available, additional charges related to a return visit for the purpose of completing the hookup will ensue. Buyer further acknowledges that Seller is entitled to payment as per this agreement upon completion of services and/or installation regardless of electrification or connection status and such payment will in no way be withheld or otherwise detained due to a lack of power or other connection.
2. **TAXES.** Unless otherwise noted, prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.
3. **DELIVERY.** Unless otherwise noted, Buyer shall pay freight charges by Seller's regular method of shipment, i.e., via rail, freight forwarders, or motor carrier to any one destination in the United States, Seller reserving the right to control the routing. When any other than Seller's regular method of shipment is used, terms shall be F.O.B. Seller's premises. Special handling charges by carrier shall be paid by Buyer. All shipments are insured at the Buyer's expense and made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.
4. **DELAYS.** Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay.
5. **CONDITIONS.** All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Seller's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.
6. **ENGINEERING AND PERMITTING.** Specifications and Investment amount are based on the most current engineering and permitting information available at the time of this Agreement. Should modifications be necessary due to updated engineering or permitting studies or requirements, Seller shall have the right pass on any additional costs within the scope of this Agreement.
7. **NONCONFORMITY.** All materials made by Seller are to be inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Seller, Buyer shall not return the goods, but shall notify Seller immediately, stating full particulars in support of his claim, and Seller will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
8. **CANCELLATION.** An order once placed with and accepted by Seller can be canceled only with Seller's consent and upon terms that will indemnify against loss by Seller.
9. **INDEMNITY BY BUYER.** Buyer shall hold Seller harmless from, and release and not make claim or suit against Seller because of, any suits, claims, losses, or other liability made against, or suffered by, Seller arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the merchandise sold to Buyer by Seller. Buyer will further indemnify, hold harmless, and defend Seller from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of this Agreement. Without limitation of the foregoing, Buyer agrees to indemnify and hold the Seller harmless from and against any liability for loss, damage, or injury to person or property in any manner arising out of the electrical connections and / or switches supplied by Buyer hereunder and from drilling for piers and / or foundations, including but not limited to damages to landscaping, sewer lines, gas lines or any other underground obstacle. The indemnity of Buyer herein shall apply regardless of any cause or any fault or negligence of Seller, Seller's agents, successors, assigns, employees, or otherwise.
10. **CLAIMS.** Claims for defective merchandise, shortages, delays, or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Buyer, unless made in writing within one year after installation.
11. **SELLER'S RIGHT OF POSSESSION.** Until full and final payment is received by Seller, all merchandise delivered by Seller to Buyer shall be the sole property of the Seller and shall not, by reason of any connection to realty, be deemed to be any fixture or appurtenance to realty and shall be severable therefrom. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments, in whole or in part, to recall goods in transit and retake same, and to repossess and remove all merchandise delivered to Buyer, with out the necessity of taking any other proceedings. Buyer consents that all such merchandise may be so recalled, retaken, or repossessed. Buyer specifically acknowledges and agrees that all such merchandise is and shall remain the Seller's absolute property until full and final payment is received by Seller. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller because of any default of Buyer under the Uniform Commercial Code as in force and effect in the State of Texas or any other applicable jurisdiction on the date of the signing of this Agreement.
12. **WARRANTY.** Subject to and contingent upon the full and timely performance by Buyer of all terms and conditions hereof, including full and timely payment of all invoices, Seller guarantees all original work performed under this Agreement against defective materials, parts and workmanship for a period of **five (5) years** from the date of installation. Seller's obligation with respect to such products or parts shall be limited to replacement or repair F.O.B. Houston, Texas, and in no event shall Seller be liable for consequential or special damages, or for transportation, installation, adjustment, or other expenses which may arise in connection with such products or parts. **NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE), OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY SELLER, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SELLER. SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE OR FOR CONSEQUENTIAL DAMAGES.**
13. **TERMINATION UPON DEFAULT.** Upon the happening of any one or more of the following events, Seller shall forthwith have the unrestricted right to cancel and terminate this Agreement without cost or liability to the Seller: (1) Buyer's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Buyer; (3) institution of legal proceedings against Buyer by creditors or stockholders; (4) appointment of a receiver for Buyer by any court of competent jurisdiction; or (5) the breach by Buyer or any of the terms of this Agreement.
14. **ACCEPTANCE.** This is not a firm offer and may be changed or revoked at any time before execution. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms shall be deemed a rejection and a counteroffer. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this Agreement may not be changed or modified orally.

Drawing #: NS 18 29369

Rev:

CLIENT INITIALS:

Job Name: FORT BEND COUNTY FAIRGROUNDS / HWY 36 S. / EMC MON

Date Created: 03/05/2018

Pg 2 of 3



National Signs

- 15. **SETOFF.** Any claims of Buyer against Seller relating to this Agreement shall be subject to setoff or counterclaim of Seller arising out of this or any other agreement with Buyer.
- 16. **MARKETING APPROVAL.** Buyer agrees to allow Seller to produce and use photographs, drawings, descriptions or likenesses of product and their location in any marketing, advertising or promotional materials in all media.
- 17. **LIMITATION OF REMEDY.** Seller shall not be liable in any case for incidental or consequential damages of any nature. It is acknowledged that the items sold are not so unique or the circumstances such that either party shall be entitled to the remedy of specific performance.
- 18. **GOVERNING LAW.** This Agreement is made in Houston, Harris County, Texas, and shall be governed by the laws of the State of Texas. Buyer consents to the jurisdiction of any state or federal court sitting in Houston, Harris County, Texas, and the parties agree that Houston, Harris County, Texas shall be the sole and exclusive venue for any litigation brought with respect to matters arising under or relating to this Agreement and that venue shall be proper in any such court to the exclusion of the court in any other county or state. The Buyer further agrees that such designated forum is proper and convenient. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.**
- 19. **ENTIRE AGREEMENT.** This Agreement and related attachments and drawings constitute the sole and entire agreement between the parties hereto with regard to the subject matter hereof. No course of prior dealings between the parties and no usage of the trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No other representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only by an instrument signed by the parties or their duly authorized agents.
- 20. **SUPPLEMENTARY INFORMATION.** Any specifications, drawings, notes, instructions, engineering notices, or technical data specifically referred to in this Agreement shall be deemed to be incorporated herein by reference as if fully set forth.
- 21. **LATE PAYMENT.** Any balances not paid within 30 days from invoice are subject to a 1% monthly finance charge until paid.
- 22. **ATTORNEY'S FEES.** Should the services of an attorney become necessary in connection with enforcing the provisions of this Agreement, the Buyer agrees to pay a reasonable attorney's fee together with all costs and expenses incident to the enforcement of its provisions.
- 23. **FURTHER ASSURANCES.** Each party to this Agreement agrees to perform all further acts and to execute and deliver all further documents, which may be reasonably necessary to carry out the provisions of this Agreement.
- 24. **SEVERABILITY.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected, and in lieu of such unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms as may be valid and enforceable.
- 25. **COUNTERPARTS; FACSIMILE SIGNATURE.** This Agreement may be executed in any number of counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes. Each party agrees to accept the facsimile signature of the other party to this Agreement as evidence of the execution and delivery of this Agreement. Such facsimile signature will be deemed to be binding upon the party sending such facsimile signature.

ACCEPTANCE OF PROPOSAL: The above investment amount, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

NOTE: AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL SUCH TIME AS IT IS AUTHORIZED BY SELLER BELOW. AUTHORIZATION WILL NOT OCCUR UNTIL PRODUCTION REQUIREMENTS ARE MET. ANY PRODUCTION LEADTIMES WILL NOT BEGIN UNTIL DATE OF AUTHORIZATION BY SELLER.

MARY STAFF

Date

Gregg Hollenberg, President & CEO
National Signs, LLC Authorized Signature

Date

National Signs, LLC License #18011

Regulated by the Texas Department of Licensing and Regulation P.O. Box 12151 Austin, Texas 78711

Telephone: (512) 463-6599 Toll-Free (In Texas): (800) 803-9202 Online-<http://www.license.state.tx.us/Complaints>

Drawing #: NS 18 29369

Rev:

CLIENT INITIALS:

Job Name: FORT BEND COUNTY FAIRGROUNDS / HWY 36 S. / EMC MON

Date Created: 03/05/2018

Pg 3 of 3