

**AGREEMENT FOR SERVICES**  
*(National Sign Plazas, Inc. Wayfinding Sign Program)*

This AGREEMENT made this 17th day of January 2017, between:

Client:                      The City of Deer Park, having a principal place of business at: 710 E San Augustine Street Deer Park, TX 77536.

and Consultant:          National Sign Plazas, Inc., a California corporation, having a principal place of business at: 2422 S. Trenton Way Unit H Denver, CO 80231.

**ARTICLE 1. TERM OF AGREEMENT**

This Agreement will become effective on January 17, 2017 ("Effective Date") and will continue in effect through December 31, 2017 unless terminated in accordance with the provisions of Article 7 of this Agreement.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venture or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall not be entitled to any of the rights or benefits afforded to Client's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement benefits or any other employment benefits. Consultant shall retain the right to perform services for others during the term of this Agreement.

**ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT**

**A.      Specific Services**

Consultant agrees to perform the "Services" as outlined in Exhibit A ("Specific Provisions") and Exhibit B ("Scope of Services"), subject to the payment terms and conditions described Exhibit C ("Milestone Schedule").

**B.      Method of Performing Services**

Consultant shall determine the method, details and means of performing the above-described Services. Client shall have no right to, and shall not, control the manner or determine the method of accomplishing Consultant's Services.

**C. Employment of Assistants**

Consultant may, at the Consultant's own expense, employ such assistants as Consultant deems necessary to perform the Services required of Consultant by this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 below. Client may not control, direct, or supervise Consultant's assistants in the performance of those Services. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholding.

**D. Place of Work**

Consultant shall perform the Services required by this Agreement at any place or location and at such times as Consultant shall determine is necessary to properly and timely perform Consultant's Services.

**ARTICLE 4. COMPENSATION**

**A. Invoices**

Consultant shall submit invoices for all Services rendered.

**B. Payment**

Payment of the Fixed Price shall be due according to the payment schedule set forth in Exhibit D. No payment will be made unless Consultant has first provided Client with a written receipt of invoice describing the work performed and any approved direct expenses (as provided for in Exhibit A, Section IV) incurred during the preceding period. If Client objects to all or any portion of any invoice, Client shall notify Consultant of the objection within five (5) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

**C. Expenses**

Consultant shall be responsible for all costs and expenses incident to the performance of Services for Client, including but not limited to, all costs of equipment used or provided by Consultant, all fees, fines, licenses, bonds or taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. Client shall not be responsible for any expenses incurred by Consultant in performing Services for Client, except for those expenses constituting "direct expenses" referenced on Exhibit A.

**ARTICLE 5. OBLIGATIONS OF CONSULTANT**

**A. Tools and Instrumentalities**

Consultant shall supply all tools and instrumentalities required to perform the Services under this Agreement at its sole cost and expense. Consultant is not required to purchase or rent any tools, equipment or Services from Client.

## **B. Workers' Compensation**

Consultant agrees to provide workers' compensation insurance for Consultant's employees and agents and agrees to hold harmless, defend with counsel acceptable to Client and indemnify Client, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys' fees, arising out of any injury, disability, or death of any of Consultant's employees.

## **C. Insurance.**

In addition to any other obligations under this Agreement, Consultant shall, at no cost to Client, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence and aggregate. As a condition precedent to Client's obligations under this Agreement, Consultant shall furnish evidence of such coverage (naming Client, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

## **D. Assignment**

Notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of Consultant under this Agreement may be assigned or subcontracted by Consultant without the prior written consent of Client, which Client may withhold in its sole and absolute discretion.

## **E. State and Federal Taxes**

As Consultant is not Client's employee, Consultant shall be responsible for paying all required state and federal taxes. Without limiting the foregoing, Consultant acknowledges and agrees that:

- Client will not withhold FICA (Social Security) from Consultant's payments;
- Client will not make state or federal unemployment insurance contributions on Consultant's behalf;
- Client will not withhold state or federal income tax from payment to Consultant;
- Client will not make disability insurance contributions on behalf of Consultant;
- Client will not obtain workers' compensation insurance on behalf of Consultant.

## **ARTICLE 6. OBLIGATIONS OF CLIENT**

### **A. Cooperation of Client**

Client agrees to respond to all reasonable requests of Consultant and provide access, at reasonable times following receipt by Client of reasonable notice, to all documents reasonably necessary to the performance of Consultant's duties under this Agreement.

### **B. Assignment**

Client may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of Consultant. Such assignment shall not release Consultant from any of Consultant's duties or obligations under this Agreement.

## **ARTICLE 7. TERMINATION OF AGREEMENT**

### **A. Sale of Consultant's Business/ Death of Consultant.**

Consultant shall notify Client of the proposed sale of Consultant's business no later than thirty (30) days prior to any such sale. Client shall have the option of terminating this Agreement within thirty (30) days after receiving such notice of sale. Any such Client termination pursuant to this Article 7.A shall be in writing and sent to the address for notices to Consultant set forth in Exhibit A, Subsection V.H., no later than thirty (30) days after Client's receipt of such notice of sale.

If Consultant is an individual, this Agreement shall be deemed automatically terminated upon death of Consultant.

### **B. Termination by Client for Default of Consultant**

Should Consultant default in the performance of this Agreement or materially breach any of its provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Consultant. For the purposes of this section, material breach of this Agreement shall mean Consultant's repeated failure to professionally and/or timely perform any of the Services contemplated by this Agreement within a reasonable period of time after receiving a written notice of such breach from Client.

### **C. Termination for Failure to Make Agreed-Upon Payments**

Should Client fail to pay Consultant all or any part of the compensation set forth in Article 4 of this Agreement on the date due, then if and only if such nonpayment constitutes a default under this Agreement, Consultant, at the Consultant's option, may terminate this Agreement if such default is not remedied by Client within thirty (30) days after demand for such payment is given by Consultant to Client.

## **ARTICLE 8. GENERAL PROVISIONS**

### **A. Amendment & Modification**

No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

### **B. Americans with Disabilities Act of 1990**

Throughout the term of this Agreement, the Consultant shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 ("the Act") in its current form and as it may be amended from time to time. Consultant shall also require such compliance of all subcontractors performing work under this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 above.

### **C. Attorneys' Fees**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

### **D. Captions**

The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

### **E. Entire Agreement**

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of Services by Consultant for Client and contains all the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversation with any officer, agent or employee of Client prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon Client.

### **F. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles. Venue for any litigation arising out of conflicts with this Agreement shall be in Harris County, Texas.

#### **G. Notices**

Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in Exhibit A, Section V.H. but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

#### **H. Partial Invalidity**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

#### **I. Time of the Essence**

All dates and times referred to in this Agreement are of the essence.

#### **J. Waiver**

Consultant agrees that waiver by Client of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**Consultant:**

National Sign Plazas, Inc.

**Client:**

City of Deer Park, TX

By: \_\_\_\_\_  
Name: Grant Hayzlett  
Title: President

By: \_\_\_\_\_  
Name: Jerry Mouton, Jr.  
Title: Mayor

Taxpayer  
Identification Number 77-0471997

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A

### **SPECIFIC PROVISIONS**

#### **I. PROJECT MANAGER**

Consultant shall provide the Services indicated on the attached Exhibit B, Scope of Services ("Services"). To accomplish that end, Consultant agrees to assign Grant Hayzlett, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, Consultant shall furnish all technical and professional Services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

#### **II. NOTICE TO PROCEED/COMPLETION OF SERVICE**

##### **A. NOTICE TO PROCEED**

Consultant shall commence the Services upon delivery to Consultant of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated Client contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, Pat Fuller, National Operations Manager shall additionally be designated as Client contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by Consultant or if otherwise delivered as provided in the Section V.H. ("Notices") of this Exhibit A.

##### **B. COMPLETION OF SERVICES**

When Client determines that Consultant has completed all of the Services in accordance with the terms of this Agreement, Client shall give Consultant written Notice of Final Acceptance. Consultant may request this determination of completion when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, Client shall make this determination within two (2) weeks of such request, or if Client determines that Consultant has not completed all of such Services as required by this Agreement, Client shall so inform Consultant within this two (2) week period.

#### **III. PROGRESS SCHEDULE**

The extent of the work of Consultant included within the Fixed Price will be as set forth in the attached Exhibit C, Exhibit C-1 or created as an Amendment after execution.

#### **IV. PAYMENT OF FEES AND DIRECT EXPENSES**

Payments shall be made to Consultant as provided for in Article 4 of this Agreement.



Direct expenses are charges and fees not included in Exhibit B. Client shall be obligated to pay only for those direct expenses which have been previously approved in writing by Client. Consultant shall obtain written approval from Client prior to incurring or billing of direct expenses.

Copies of pertinent financial records, including invoices, will be included with the submission of billing(s) for all direct expenses.

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

Consultant represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and Client expressly relies upon Consultant's representations and warranties regarding its skills, qualifications and licenses. Consultant shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline as Consultant.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality reasonably acceptable to Client. The minimum standard of appearance, organization and content of the drawings shall be that used by Client for similar purposes.

B. RESPONSIBILITY OF CONSULTANT

Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. Consultant shall not be responsible for the accuracy of any project or technical information provided by the Client. The Client's review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Client in accordance with applicable law for all damages to Client caused by Consultant's negligent performance of any of the Services furnished under this Agreement.

C. RIGHT OF CLIENT TO INSPECT RECORDS OF CONSULTANT

Client, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of Consultant for the purpose of verifying any and all charges made by Consultant in connection with this Agreement. Consultant shall maintain for a minimum period of one (1) years (from the date of final payment to Consultant), or for any longer period required by law, sufficient books and records in accordance with standard accounting practices to establish the correctness of all charges submitted to Client by Consultant, all of which shall be made available to Client at the Client's offices within five (5) business days after Client's request.

D. NO PLEDGING OF CLIENT'S CREDIT.

Under no circumstances shall Consultant have the authority or power to pledge the credit of Client or incur any obligation in the name of Client.

E. OWNERSHIP OF MATERIAL.

Work Product. All drawings, specifications and other documents and electronic data furnished by Consultant to Client under the Contract Documents ("Work Product") are deemed to be "Instruments of Service" and Consultant shall retain the ownership and property interests therein, including the copyrights thereto.

Client's Limited License After Completion. Client shall have a license to use the Work Product in connection with Client's ownership, use, and occupancy of the land and the improvements comprising the project contemplated by the Services following the completion of the project, conditioned on Client's express understanding that such use of the Work Product is, except to the extent Consultant is involved in such use, at Client's sole risk and without liability or legal exposure to Consultant or anyone working by or through Consultant, including design consultants of any tier. In its understood and agreed in this respect that the Client may use the Work Product (including without limitation Work Product prepared by Consultant, or Consultant's subcontracted architects and consultants), for construction, reconstruction, or renovations of and additions to said buildings and improvements (including tenant improvements), and the Client may permit qualified professionals to reproduce all or portions of the Work Product (including the design embodied in that Work Product) for incorporating into renovations of or additions to the buildings and property if those professionals assume all responsibility for the resulting instruments of service and all references to the Consultant and the Consultant's consultants are removed from the resulting instruments of service.

F. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

G. NOTICES.

Notices are to be sent as follows:

Client:	The City of Deer Park, TX
	710 E San Augustine Street
	Deer Park, TX 77536
	<b>T:</b> (281) 478-7201
	<b>F:</b> (281) 478-7219

Consultant:

**NSP HOUSTON**

National Sign Plazas, Inc.

Attn: Steve Startzell

20302 Park Row #900

Katy, TX 77449

**T:** (713) 673-2590

**F:** (832) 321-5937

**NSP CORPORATE OFFICES**

National Sign Plazas, Inc.

Attn: Grant Hayzlett

2422 S. Trenton Way Unit H

Denver, CO 80231

**T:** (720) 482-9293

**O:** (303) 790-0924

## EXHIBIT B

### **SCOPE OF SERVICES**

The following categories have been presented as an overview of the actions that will be performed by Consultant and governed by this Agreement. The following are presented as guidelines of the general services to be performed and are not meant to be construed as comprehensive to Consultant's duties under this Agreement.

- Construction and Installation: Fabrication/Installation and Related Services
- Build and/or deliver each program element according to the construction documents and the wayfinding manual.
- Inspect each location for appropriate installation including construction materials, underground utilities, grading, existing elements, retrofitting, and the like.
- Develop and deliver progress reports and/or problem statements that can be used by the Client to evaluate progress and overcome obstacles with the development of the wayfinding system.
- Work with outside vendors (if necessary).
- Regulate the construction and installation and contract with sub-Consultants (if necessary).
- Identify and verify all of the materials that will be used in the construction and installation or application of the Client's wayfinding program.
- Inspect all materials, prior to and after construction and installation, for warranty failures and quality craftsmanship.
- Install each program element with consideration of the surrounding environment, line-of-sight, MUTCD standards and TXDOT regulations.
- Work with TXDOT and develop all necessary forms, obtain necessary permits, and pay necessary fees to allow for the successful use of TXDOT right-of-way.

## EXHIBIT C

### *Developing Your Wayfinding Program - Programmatic Information*

#### I. PROJECT SCHEDULE

Consultant hereby agrees that the work outlined in this Agreement and the attached Exhibits B, C & E shall be completed, inspected and accepted (Exhibit F) not later than December 31, 2017. Consultant agrees to submit a request for inspection prior to December 31, 2017 and Client agrees to respond to Consultant regarding said request within fourteen (14) business days.

##### A. FINAL ACCEPTANCE

Client and Consultant shall schedule a final inspection of the inventory outlined in Exhibit E in order to determine the completion of the first phase of the wayfinding project. In the event that the parties agree that the project has been completed and meets the requirements of this Agreement, Client shall process Exhibit F and the final payment outlined in Exhibit D. In the event that Client is not satisfied with the completeness of the wayfinding project or Consultant has failed to meet the requirements of this Agreement at the time of final inspection then Client shall inform Consultant of the items that are not in compliance with this Agreement, subject to terms outlined in Exhibit D.

##### B. TIME TO CURE

In the event that Consultant fails to meet the requirements of the Project Schedule Client shall notify Consultant that they are in breach of the Agreement and provide them two (2) weeks to cure said breach. Client and Consultant agree that Consultant will not be held liable for delays due to weather. Consultant shall document in writing with appropriate evidence all days delayed due to weather. Client and Consultant will only be held liable for breach of the duties and obligations hereunder to the extent such duties and obligations are within the control of the party required to perform such work.

#### II. SERVICE & MAINTENANCE

Upon the delivery of Final Acceptance and final payment Consultant agrees to provide intermittent inspection(s) and maintenance for the items listed in Exhibit E. Inspections will be done not less than every ninety (90) days during the term of this Agreement and shall be used to determine labor repair(s), warranty repair(s), product failures and the like, and a written report will be generated after each Inspection to be delivered to Client.

##### A. WARRANTY

Consultant agrees to warrant their labor relative to product assembly, site delivery and proprietary skill(s) for a period of one (1) year from the date of installation and Consultant agrees to warrant their labor relative to foundation installation for a

period one (1) year from the date of installation. Further, Consultant agrees to execute manufacturer warranty repair/replacement on behalf of the Client.

**B. MAINTENANCE**

Consultant agrees to notify Client in writing of the need for maintenance and repairs based on the quarterly inspections Consultant will perform. If the cost of replacement/repair has not already been determined by this Agreement, Consultant and Client shall agree to said cost prior to Consultant's execution of repair(s).

**III. ADDITIONAL PURCHASE/PHASES**

Through the development of this Agreement Client and Consultant have addressed the possible development of future phases and/or purchases targeted at expanding the scope and influence of the wayfinding program within the Client area. While said phases have not yet been determined Client agrees that Consultant shall retain the rights to future phases and developments within this wayfinding program for so long as this Agreement is in full force and effect. In the event that Consultant decides not to pursue future phases within the wayfinding program the Client shall be under no further obligation to utilize Consultant for sign replacement, repair, maintenance or the like.

**IV. FIXED PRICING**

Consultant and Client agree that in order for Consultant to deliver the products outlined in Exhibit E Consultant may need to provide additional services. Included in the purchase of this wayfinding program Consultant agrees to provide to Client supporting documentation for the appropriate development of the wayfinding program. Items shall include, but not be limited to site plans, maps, construction documents, shop drawings, message schedules and product samples. Client and Consultant further agree that needs may arise for the development of items that are necessary, but not covered within the scope of this Agreement. Items not covered by this Agreement shall include, but not be limited to design of new program elements, engineering of existing or new designs and landscape design. Client and Consultant agree that pricing shall be determined and approved prior to Consultant engaging in activities not covered by this Agreement.

**EXHIBIT C**  
**CONSULTANT'S WORK**

**I. FABRICATION AND INSTALLATION**

The fabrication will begin once Client has approved the site plan. Depending on the nature of the fabrication and the status of the comprehensive plan, fabrication of certain elements or products may begin prior to the completion of aforementioned actions. Installations, however, are conditional upon successful approval of a finished plan and acquisition of all necessary rights-of-way. If a phasing schedule has been completed then the fabrication and installation process will reflect the conditions of that schedule. The duration for fabrication and installation will be entirely dependent on the nature of the approved design. The more complex each component and the greater the quantity the longer this process will take. Generally, fabrication and installation will take ten to sixteen weeks.

**II. SUMMARY**

The comprehensive development of the wayfinding program will take five to six months. Many factors in this development are conditional upon the successful completion of others and this projection can vary depending on efficiencies.

EXHIBIT D

PAYMENT SCHEDULE – DESIGN PHASE

**PAYMENT SCHEDULE – IMPLEMENTATION PHASE**

<b><u>Payment Date</u></b>	<b><u>Payment Amount</u></b>
Invoices will be issued by Consultant to Client throughout the Implementation Phase. All invoices will reflect work completed and are due within 30 days of receipt. Consultant has sole discretion to coordinate the frequency of invoicing based on the progress of the Implementation Phase.	Based on implementation schedule
Client will be invoiced for the Final Payment after the Implementation Phase has been completed by Consultant. The Final Payment will be less than ten percent (10%) of the complete Phase billing and shall be paid by Client along with the execution of Exhibit F.	
<b>Total:</b>	\$200,000.00



## EXHIBIT E

### ITEMIZED SUMMARY/REPLACEMENT COSTS

The following table illustrates the individual units and unit prices for the items that Client intends to purchase for the wayfinding program described herein. For a period of not less than one (1) year from the effective date of this Agreement Consultant agrees to honor the pricing outlined in this Exhibit E for the purpose of additional purchases or replacement of prior purchases.

Item	Sign Type	Unit Price	Units	Total
1	PRIMARY	\$6,600.00	17	\$112,400.00
2	SECONDARY	\$3,600.00	8	\$28,800.00
3	ENTRY	\$14,750.00	4	\$59,000.00
4				
5				
6				
Sub-Total				\$200,000.00
Sign Total				\$200,000.00

EXHIBIT F-1

**NOTICE OF FINAL ACCEPTANCE – IMPLEMENTATION PHASE**

In consideration of this Agreement and the scope of services provided for under this Agreement Client and Consultant do hereby agree that Consultant has met all of Client's needs pertaining to the requirements necessary for issuance of the final payment of the *Implementation Phase*. For the purpose of calculating the final payment Client shall determine Consultant's adherence to the Project Schedule and additional expenses, if necessary. Further, in executing this Final Acceptance the parties agree that Consultant has provided the services and products outlined herein.

Item	Sign Type	Unit Price	Units	Delivered (Yes/No)
1	PRIMARY	\$6,600.00	17	
2	SECONDARY	\$3,600.00	8	
3	ENTRY	\$14,750.00	4	
4				
5				
6				
Payments to Date				\$
Additional Expenses				\$
Final Payment				\$

**Consultant:**  
National Sign Plazas, Inc.

**Client:**  
City of Deer Park, TX

By: \_\_\_\_\_

Name: Grant Hayzlett

Title: President

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_