PROFESSIONAL SERVICES AGREEMENT WITH CONTENT DESIGN, LLC TO PLAN, DESIGN AND FABRICATE INTERPRETIVE EXHBITS

THIS AGREEMENT is made and entered into on this 5th day of June, 2012, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **CONTENT DESIGN,** a limited liability corporation with a principal address located at 433 Country Way, Scituate, Massachusetts, 02066 (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County Open Space and Trails Program received a FHWA National Byways Program grant to develop and fabricate wayside exhibits to interpret El Camino Real de Tierra Adentro National Historic Trail along the Santa Fe River between La Cienega and the Santa Fe Plaza;

WHEREAS, this project addresses the section of the Scenic Byway along the Santa Fe River between NM 599 and downtown Santa Fe which has been designated a National Scenic Byway and National Historic Trail;

WHEREAS, the Santa Fe County Open Space and Trails Program requires the services of a contractor to provide the wayside exhibits planning and design, including writing, editing, graphic layout and artwork; graphic research and acquisition; and fabrication and shipment of panels and bases for five (5) low profile wayside exhibits and four (4) upright orientation exhibits to interpret El Camino Real along the Santa Fe River between La Cienega and the Santa Fe Plaza;

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request of Proposal (RFP) No. 2012-0215-OS/PL for these services and the Contractor was chosen by the evaluation committee to be the most qualified;

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

The scope of work will include, but not limited to, the following:

A. Site Visit

Meet with Santa Fe County Open Space and Trails Program staff and local stakeholders in Santa Fe for two (2) working days to review potential wayside exhibit locations; develop detailed thumbnails of each exhibit; meet with local community stakeholders; review and gather photos; and identify additional graphic needs.

a) Prepare for site visit
   i. Plan the site visit and develop the agenda in conjunction with County staff.
   ii. Review project structure and goals with County staff.
   iii. Provide County staff with a full project schedule.
   iv. Identify stakeholders.
   v. Review foundation documents provided by County staff (historic research, oral histories, planning documents, etc).
   vi. Identify additional resource materials and bibliographies. Review materials from previous meetings and projects.
   vii. Review the graphics notebook, prepared by County staff, containing potential graphics for use when evaluating exhibit sites during site visit.
   viii. Gather any additional potential site-specific graphic resources.

b) Initial Team Meeting
   i. Hold initial team meeting with County staff.
   ii. Discuss project goals.
   iii. Review project schedule.
   iv. Review wayside exhibit medium.
   v. Define expectations.
   vi. Tour project area with County staff.

c) Attend a public meeting with community residents to gather input regarding important content and potential site locations. Plan meeting structure and desired outcomes in conjunction with County staff. County staff will plan and organize logistics and notification for public meeting. County staff will provide meeting facilitation as necessary.

d) Visit potential exhibit sites with County staff and key stakeholders
   i. Site-by-site analysis of potential exhibit sites.
   ii. Identify site-specific meaning and relevant graphic materials.
   iii. Determine each exhibit's purpose, orientation, panel size and site conditions.
   iv. Prepare thumbnail sketches to facilitate discussions and agreement.
   v. Photograph exhibit sites and site-specific features.
   vi. Document discussions.

e) Based on site discussion, determine exhibit locations and purposes, panel and base selections and map and graphic needs.

f) Graphics Acquisition
   i. Based on site discussion, gather additional graphic source materials relevant to wayside content. County staff is available to assist in gathering additional needed graphics.

g) Conduct site visit close-out meeting
   i. Review thumbnails and graphic direction for the wayside exhibits.
   ii. Review schedule and next steps.
   iii. Summarize decisions made and any outstanding issues.

h) Prepare Site Visit report including hand-drawn thumbnail sketches of each wayside exhibit.

B. Develop Wayside Exhibit Proposal

a) Guide staff through the interpretive planning process to include crafting a theme, assessing both audience and program needs, and making connections between visitors and the historic route.
b) Prepare wayside exhibit proposal documenting exhibit locations and purposes, panel and base selections, and map and graphic needs.
c) Prepare detailed cost estimate for fabrication.
d) Create site map of wayside locations.
e) Refine thumbnail sketches.
f) Submit proposal to Open Space and Trails Program for review. The Program will provide the document to the National Park Service and Bureau of Land Management, co-administrators of the National Historic Trail.
g) Based on approved wayside proposal, identify, gather, and organize reference and graphic materials.

C. Develop Wayside Exhibit Plan

a) Read and review references and graphics.
b) Organize content and establish hierarchy.
c) Use National Park Service standards for size and style of exhibits. Standards are available online at: http://www.nps.gov/hfc/products/waysides/index.htm
d) Prepare draft interpretive exhibit text for each wayside exhibit, including graphics, illustrations, or photographs needed.
e) Develop draft graphic layout file of each wayside exhibit.
f) Specify illustrations needed.
g) Illustration acquisition by contractor.
h) Manage graphic resources.
   i. Procure approved graphics and use-rights for the life of the wayside exhibits.
   ii. Document use-rights agreements.
   iii. Acquire high resolution graphics.
i) Prepare Wayside Exhibit Plan for County staff and community review.

D. Final Wayside Exhibit Plan

a) Complete editorial review and make all text changes to exhibit graphic layouts, including text.
b) Place all final graphics in layouts.
c) Final wayside exhibit plan review and approval.

E. Wayside Exhibit Production-Ready Package and Fabrication

a) Prepare production ready files.
b) Prepare production notes.
c) Prepare production proofs.
d) Edit digital images.
e) Provide file corrections during fabrication.
   i. Provide final PDFs for each of the unique exhibits, this shall include any changes made during fabrication.
f) Fabricate five (5) low profile wayside exhibit panels and cantilevered bases according to National Park Service standards, available online at: http://www.nps.gov/hfc/products/waysides/index.htm.
g) Fabricate four (4) upright orientation exhibit panels and upright bases according to National Park Service standards, available online at: http://www.nps.gov/hfc/products/waysides/index.htm.
h) Manage all aspects of fabrication for the five (5) low profile wayside exhibits and four (4) upright exhibits panels and bases.
i) Provide final graphic files to Santa Fe County Open Space and Trails Program.

F. Coordinate shipping and delivery of five (5) fabricated low profile wayside exhibits and bases and four (4) fabricated upright orientation exhibits and bases to Santa Fe County Public Works Department.

a) Thirty (30) calendar days prior to delivery of panels and bases, the contractor shall contact the County Open Space & Trails Project Manager and advise of exact dates and arrangements made for delivery.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1) County shall pay to the Contractor in full payment for services satisfactorily performed in accordance with Exhibit A and all costs and expenses shall be in accordance with Exhibit B.

2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed fifty-seven thousand two hundred dollars ($57,200) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. County will notify the contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation absent an amendment.

B. The Contractor shall submit a written request for payment to the County when payment is due with the completion of each item in accordance with Exhibit B and in accordance with the stated timeframe in Exhibit A. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on October 1, 2013 unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth

in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for not other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not

accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such

consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Content Design
433 Country Way
Scituate, MA 02066

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

29. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

30. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, Rebecca Schreiber Shreckengast, a New Mexico resident company located at, 94 County Road 84, Santa Fe, NM 87506, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Katherine Miller 6.25.12
Katherine Miller — Date
Santa Fe County Manager

Approved as to Form:

Stephen C. Ross — June 14, 2012 Date
Santa Fe County Attorney

Finance Approval:

Teresa Martinez — 6/25/12 Date
Santa Fe County Finance Director

CONTRACTOR:

Edward Malouf
(Signature)

15 June 2012
Date

By: Edward Malouf
(Print Name)

Its: Principal
(Print Title)

FEDERAL TAX I.D. NUMBER:

27-2218689

EXHIBIT A
PROJECT TIMELINE

All work including review, approval, fabrication, and delivery shall be completed on or before July 15, 2013.

	No Later Than
1. Site Visit Report	
a. Report with hand drawn thumbnails for each of the wayside exhibits.	a. Aug. 1, 2012
2. Wayside Exhibit Proposal	
a. Submission of draft wayside exhibit proposal and draft graphic reference list	a. Aug. 21, 2012
b. *Review of draft by SFC, return comments to Content Design*	b. Sept. 12. 2012
c. Submission of final wayside exhibit proposal and final graphic reference list.	c. Sept. 21, 2012
2. Wayside Exhibit Plan	
a. Submission of draft InDesign files and optimal methods of providing site orientation.	a. Oct. 23, 2012
b. *Review of plan by SFC, return comments to Content Design*	b. Nov. 9, 2012
c. Travel to Santa Fe for a one day meeting with County staff and community stakeholders to discuss direction and concept design plan and submit revised PDFs.	c. Nov. 15, 2012
d. Submission of 11"x17" color copies of final concept design plan.	d. Dec. 4, 2012
e. *Review of plan by SFC, return comments to Content Design*	e. Dec. 21, 2012
3. Final Production Files	
a. Submission of graphics use-rights agreements and license information.	a. Jan. 16, 2013
b. *Review by SFC, return comments to Content Design*	b. Jan. 30, 2013
c. Submission of full-size color printouts for each exhibit	c. Feb. 21, 2013
d. *Review of plan by SFC, return comments to Content Design*	d. Mar. 14, 2013
e. Submission of 11"x 17" color copies of the final digital production files, two sets of CD/DVDs with all layouts, graphics, production notes, and final graphics resource package.	e. Mar. 28, 2013
f. Submission of final PDFs.	f. Mar. 28, 2013
4. Wayside Exhibits (Delivery)	
a. Delivery of wayside exhibit panels and upright orientation panels.	a. July 15, 2013
b. Delivery of wayside exhibit bases and upright orientation bases.	b. July 15, 2013

EXHIBIT B

COST PROPOSAL

Plan, Design & Fabricate Interpretive Exhibits

The lump sum cost for each item listed below must be fully loaded and include pricing for materials, equipment, labor, travel, insurance, overhead, profit, incidentals and fees for any required permitting.

All items are exclusive of GRT.

1. ***SITE VISIT REPORT***:

   LUMP SUM: $ 7,000

   LUMP SUM: $ Seven thousand dollars
   (WRITTEN IN WORDS)

2. ***WAYSIDE EXHIBIT PROPOSAL***

   LUMP SUM: $ 8,000

   LUMP SUM: $ Eight thousand dollars
   (WRITTEN IN WORDS)

3. ***WAYSIDE EXHIBIT PLAN***

   LUMP SUM: $ 12,000

   LUMP SUM: $ Twelve thousand dollars
   (WRITTEN IN WORDS)

4. ***FINAL PRODUCTION FILES***

   LUMP SUM: $ 10,000

   LUMP SUM: $ Ten thousand dollars
   (WRITTEN IN WORDS)

5. ***EXHIBIT PANELS AND BASES***

   LUMP SUM: $ 17,000

   LUMP SUM: $ Seventeen thousand dollars
   (WRITTEN IN WORDS)

6. ***CLOSE-OUT PACKAGE***

LUMP SUM: $ 3,200

LUMP SUM: $ Three thousand two hundred dollars
(WRITTEN IN WORDS)

TOTAL ITEMS #1 thru #6:

$ 57,200, exclusive of GRT

WRITTEN IN WORDS:

$ FIFTY-SEVEN THOUSAND AND TWO HUNDRED DOLLARS, exclusive of GRT