

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Public Health (CCPH)

CCPH SR2017-255

**DATE:** February 7, 2016

**REQUESTED ACTION:**

County Manager approval of OMSI HDC.911 with Clark County Public Health. Agreement is for the provision of signage for Heritage Park. Further, authorization for the Public Health Director to sign amendments. Remuneration of \$24,500 is associated with this agreement.

\_\_\_\_\_ Consent \_\_\_\_\_ Hearing   X   County Manager

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**BACKGROUND**

The Master Composter/Recycler Program provides community education about backyard composting and vermicomposting. Demonstration sites have been established at Heritage Farm and the Naturescaping Botanical Gardens (located at CASEE in Brush Prairie) to demonstrate a variety of compost bins and provide information about how to compost at home. These sites are maintained by volunteers. The signage being developed will provide a self-guided opportunity for citizens visiting these sites to understand the difference in compost bins and learn how to compost their own yard debris and grass clippings. These signs have been reviewed and approved by the Historic Preservation Commission and the Heritage Farm Advisory Board, along with the Naturescaping Botanical Gardens oversight committee.

**COUNCIL POLICY IMPLICATIONS**

N/A

**ADMINISTRATIVE POLICY IMPLICATIONS**

N/A

**COMMUNITY OUTREACH**

N/A

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	0
Grant Fund Dollar Amount	\$24,500
Account	4014, State Dept. of Ecology Revenue
Company Name	OMSI

**DISTRIBUTION:**


Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

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Heidi Steen, MBA  
Financial Analyst/Public Health



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Alan Melnick, MD, MPH, CPH  
Health Director/Health Officer

CLARK COUNTY

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Mark McCauley  
County Manager

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Date

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
4014/State Dept. of Ecology Revenue		24,500				
<b>Total</b>		24,500				

II. A – Describe the type of revenue (grant, fees, etc.)

### Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
4014/State Dept. of Ecology Revenue			24,500				
<b>Total</b>			24,500				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		24,500				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>		24,500				



## AGREEMENT FOR THE CONSTRUCTION OF THE EXHIBIT

This Agreement For The Construction Of The Exhibit ("Agreement") is entered into this the 31st day of January 2017 by and between the **Oregon Museum of Science & Industry** ("OMSI" or the "Contractor"), 1945 S.E. Water Avenue, Portland, Oregon, 97214-3354, U.S.A. and **Clark County** (the "Owner"), 1601 East 4th Plain Blvd, Bldg 17, 3rd floor, Vancouver, WA USA 98661

This Agreement must be signed and the deposit received by the Contractor within thirty (30) days from date of issue, or the offer contained in this Agreement is subject to change or may be withdrawn at the sole discretion of the Contractor.

### RECITALS

A. The Owner is a county municipality in Clark County, Washington. For the purposes of this Agreement, the Owner contact listed in Attachment "A," shall be the Contractor's primary contact. All decisions made by this contact shall be considered final and binding.

B. The Contractor owns and operates a museum in Portland, Oregon. As part of its normal operations, the Contractor designs and builds interactive exhibits for use in its facility. It also, among other things, constructs such exhibits for use by other museums and organizations.

C. Owner has asked Contractor to build an Exhibit comprised of nineteen (19) outdoor signs generally described as the "Composting Signage" (hereinafter "Exhibit"), in accordance with the specifications and on the schedule, as set forth in Attachment A.

D. The Contractor is willing to provide the Exhibit on the terms and conditions contained herein. The Contractor acknowledges that completion and timely delivery of the Exhibit is a material consideration for it entering into this Agreement and Owner acknowledges that the timely completion of the Project requires it to make prompt decisions and provide accurate information when required.

Now therefore, for the consideration and the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

### AGREEMENT

#### ARTICLE 1

##### Definitions

1.1. Project. The term "Project" shall mean the construction and delivery of one Exhibit, which is the subject of the Work performed under the Project Documents, as set forth in Attachment "A", and may include the whole or part of such Work in accordance with the Project Documents.

1.2. Work. The term "Work" shall mean all labor, materials, equipment and services provided by the Contractor to complete its obligations under this Agreement for the construction of the Exhibit.

1.3. Project Documents. The Project Documents are the written specifications and schedule, as set forth in Attachment "A", which if properly adhered to, will result in the Final Acceptance of the completed Exhibit by the Owner.

1.4 Final Acceptance. "Final Acceptance" by the Owner shall be defined as the point in time when the Owner takes possession of the Exhibit and approves, in writing, the Work performed for the Exhibit. Owner shall provide a written notice of Final Acceptance no later than three (3) days after receipt of the Exhibit. If Owner fails to provide the written Final Acceptance and fails to object in writing to the condition of the Exhibit upon receipt, within three (3) days thereof, the Exhibit shall be deemed accepted in its then existing condition, as delivered to Owner.

1.5 Work Days. Unless specifically stated to the contrary, reference to the word "day" or "days" shall mean work days. Work days will be Monday through Friday unless specifically stated to the contrary.

1.6 Business Days. Business days shall mean Monday through Friday.

1.7 Price. The contract price ("Price") shall be the total amount payable by the Owner to the Contractor, including any adjustments, for performing the Work for the Project. All prices and payments are to be made in U.S. dollars.

1.8 Common Meaning. Unless otherwise stated in this Agreement, the words and phrases contained herein shall have the meanings common within the industry.

1.9 Executed Agreement. This agreement will be executed once signed by both parties and when the Contractor has received the payment outlined in Article 5, Item 5.2.1.

## ARTICLE 2

### Execution and Intent of Agreement

2.1 Complementary Interpretation. By executing this Agreement, it is the intent of the parties that it includes all of the things necessary for the completion of the Exhibit. The Project Documents are intended to be complementary in form and substance and what is required in one such document shall be interpreted to be required in all such documents. The Contractor shall only be responsible for providing services which are reasonably inferable from the Project Documents and necessary to provide the intended result.

2.2 Intellectual Property Rights. The Exhibit and all Project Documents, as constructed and prepared by the Contractor, including any design or materials related thereto, shall be deemed to have originated from and been authored by the Contractor and the Contractor shall retain all common law, statutory and other reserved rights to patents, trade or copy and service rights or other such intellectual property rights. Neither the Exhibit nor copies of the Project Documents retained by the Owner shall be used outside the scope of this Agreement. The purchase and sale of the Exhibit is expressly conditioned on the use of the Exhibit for its intended purpose. The Exhibit may not be sold or reproduced without the written consent of the Contractor and such consent shall be at Contractor's sole discretion. The Owner retains property rights to raw material provided by the Owner that is incorporated into the Exhibit.

2.3 Financial Responsibility and Authority. By executing this Agreement, the parties' representatives are representing one to the other, that their respective organizations have the financial capability to timely perform their obligations hereunder and the representatives have been duly authorized by their governing entities or officials to bind their respective organizations, to the terms and conditions of this Agreement.

## ARTICLE 3

## Contractor's Services, Responsibilities and Warranties

### 3.1 Contractor's Services.

3.1.1 Contractor shall perform all of the Work for the Project in the manner and on the schedule, as specified in the Project Documents, however, Contractor shall be entitled to an extension of time to perform the Work and complete the delivery of the Exhibit to Owner for reasons beyond the control of the Contractor, as set forth in subsection 5.6. Contractor shall have no duty or obligation to provide any services or incur any expenses for the installation of the Exhibit at Owner's location(s).

3.1.2 Provided there are no changes to the Project Documents resulting in increased expenses or costs from what was priced, or authorized extensions of the time to perform the Agreement, Contractor agrees to provide the Exhibit in the manner specified, and at the price set forth in this Agreement.

### 3.2 Contractor's Responsibilities.

3.2.1 Unless otherwise stated in Attachment "A", the Contractor shall provide and pay for all of the Work on the Project, including all sales taxes, use taxes and similar taxes and all permits, fees and licenses arising from the performance of the Work in Oregon. Contractor shall not be responsible for any other taxes, fees, permits or licenses.

3.2.2 The Contractor shall comply with all laws and ordinances enacted as of the date of the execution of this Agreement, relating to the performance of the Work. Contractor shall not be responsible for complying with any laws, ordinances or codes relating to the installation or operation of the Exhibit, other than any installation on the Contractor's premises, it being the duty and responsibility of the Owner to notify Contractor of any such additional requirements.

### 3.3 Warranties.

3.3.1 The Contractor warrants to the Owner that all material and equipment provided under this Agreement will be new, unless otherwise specified, and all of the work will be of quality, free of improper workmanship and defective materials, all in compliance with the Project Documents. Further, Contractor agrees to repair or replace, at no charge to Owner, all Work performed by it under this Agreement that proves to be defective in material or workmanship, within a period of one year from the date of delivery to the Owner. The repairs and replacement offered hereto, shall be the Owner's sole remedy in the event of a defect in materials or workmanship in the Exhibit. In no event shall Contractor be liable for any damages, losses, costs or expenses, for any reason, whether by Owner or any third party, in excess of the amount of the price specified in this Agreement.

This warranty does not cover defects or damage resulting from improper installation, modifications made without written consent of the Contractor, normal wear and tear, improper care and maintenance, carelessness, misuse, abuse, accident, disaster, negligence, acts of god or by other cause unrelated to defective materials or workmanship. OMSI shall, to the extent reasonably possible and permissible, pass-through all manufactures warranties for items purchased as part of the exhibit.

This warranty does not cover routine maintenance, testing or troubleshooting.

This warranty may be voided in the event material changes, including but not limited to repairs and/or modifications to Exhibit design or construction, are made to the Exhibit by persons not employed or directed by the Contractor or by actions not specified by the Contractor during the warranty period. The warranty may be voided in the event that scheduled maintenance and Maintenance Activity Log

documentation as outlined in the Instruction/Technical Manual is not followed. Owner must provide Contractor with copies of Maintenance Activity Log documentation upon request.

3.3.2 Contractor shall bear the risk of casualty, loss or damage to the Exhibit, until it leaves Contractor's dock. In the event Contractor arranges shipping of the Exhibit, Contractor will bear the risk until Exhibit is delivered to the Owner.

3.3.3 Owner acknowledges that Contractor has experience and expertise in the development and fabrication of exhibits. Contractor reserves the right to alter designs, interactive elements, and other aspects of the exhibit to ensure durability, fit-to-purpose, and contracted price. Owner will be informed of major alterations. In the event the Owner refuses the alteration, the exhibit price may be revised and/or the Exhibit warranty may be made void by the Contractor, such decision to be at the sole discretion of the Contractor.

## ARTICLE 4

### Owner's Responsibilities

4.1 Review of Project Documents. By executing this Agreement, Owner represents and warrants that it has carefully examined the Project Documents and that if Contractor follows the specifications and other provisions in those documents, an acceptable Exhibit may be fabricated.

4.1.2 Nature of Concept Drawings. Concept drawings are provided as a general supplement to the Scope of Work and provide a general overview of the completed Exhibit. The Contractor uses a number of methods to inform exhibit development and fabrication, including, but not limited to: research, development, testing, informal prototyping, formal prototyping, visitor/user interviews, visitor/user feedback and/or previous experience with similar or related exhibitry. This information may be used to inform changes to the Exhibit, with the intent that these changes may improve any of a number of factors, including, but not limited to, interactive performance, usability, durability, educational message, maintenance and/or functionality. Contractor reserves the right to make such changes to the Exhibit at its sole discretion, provided that the changes do not result in an increase in the Price to the Owner. The Owner will be notified of any modifications that will result in a change in Price (see Section 3.3.4).

4.2 Errors, Defects and Changes. Owner agrees to promptly notify Contractor if it becomes aware of any errors or defects in the Project, which may cause a change in the Work.

4.3 Changes in Work. If Owner makes changes in the Work, by altering the Project Documents or increasing the scope of the Work or if a delay in the Work (beyond the control of the Contractor) results in additional services and materials being expended by Contractor, Owner agrees to make an equitable adjustment in the Price and contract time, to compensate Contractor for such additional work, expense or delay incurred by Contractor for such changes. All changes must be in writing and agreed upon by the Owner and Contractor. Written change orders must reflect the value of the change in the scope of the Work in either time or money, if applicable, and be specified by the Contractor, and agreed to by the Owner and the Contractor.

4.4 Nature of Interactive Exhibits. Owner hereby understands and acknowledges that all exhibits, and particularly interactive exhibits, require maintenance and care. The Exhibit may require daily inspection, start-up and shut-down procedures, routine maintenance, cleaning and/or adjusting daily to remain in proper working order (see Section 3.3). Occasional maintenance of a more major nature is normal and to be expected.

## ARTICLE 5



## Terms and Payments

5.1 Term. Subject to earlier termination as provided in this Article 5, this Agreement shall be deemed to commence as of the date the Agreement is fully executed and will continue until the Exhibit is completed. Subject to any extensions or delays provided in Section 4.3, the Exhibit shall be completed according to the schedule outlined in Attachment "A."

5.2 Except as provided herein, Owner shall pay Contractor the fixed contract price and payment schedule as identified in Attachment "A" of this Agreement. All payments will be made in US dollars. The Contract will commence upon receipt of the deposit and fully executed Agreement and the Start Date as identified in Attachment "A".

5.2.1 Unless otherwise stated in Attachment "A", all shipping and transit insurance costs, and any costs related to those activities will be the responsibility of the Owner. The Owner shall make all shipping arrangements. The Contractor and Owner shall work together on the date and time the Exhibit ships from the Contractor's premises with the final decision being made by the Contractor at its sole discretion.

5.2.2 All payments will be due upon receipt of invoice.

5.2.3 Owner shall provide a written notice of Final Acceptance no later than three (3) days after receipt of the Exhibit. If Owner fails to provide the written Final Acceptance and fails to object in writing to the condition of the Exhibit upon receipt, within three (3) days thereof, the Exhibit shall be deemed accepted in its then existing condition, as delivered to Owner.

5.2.4 Final payment by Owner shall serve as a complete waiver and release of all claims arising from this Agreement, except as provided in Section 3.3.

5.3 If Owner makes changes in the Work as set forth in Section 4.3, resulting in additional services and materials expended by Contractor, Owner agrees to immediately pay an estimate of the additional costs associated with such change request. Contractor is under no obligation to make the requested changes until it receives such payment from Owner.

5.4 In the event the Owner fails to make payment when due, Owner agrees to pay Contractor simple interest in the amount of one and one-half percent (1½%) per month on the unpaid balance due. In the event that the interest stated herein exceeds the amount permitted by law, then Owner shall pay the highest interest permitted by law.

5.5 If the Contractor is unable to complete the Project for any reason beyond its control, Contractor will notify Owner within ten (10) days of reaching such a conclusion. Contractor shall provide Owner with reasonable documentation supporting its decision and will reimburse Owner for all sums paid, less the costs and expenses for the time and materials expended on the Project, as of the date of such notice to Owner. For the purpose of determining such costs and expenses, Contractor's labor costs will be calculated at a rate of \$100.00 per hour and shall be tabulated from the time sheets submitted by Contractor's employees. The stated labor rate is effective through May 31, 2017, after which, the rate is subject to change.

If the Owner cancels the Project prior to completion of the Work, for reasons beyond the control of the Contractor, Contractor shall be entitled to the deposit, plus any costs and expenses for the time and materials expended on the Project over and above the deposit amount, as of the date it received a written notice canceling the Project from the Owner.



5.6 For the purposes of this Agreement, the phrase “reasons beyond the control” of a party shall mean, without limitation, such reasons as fire, flood, earthquake, terrorism, labor disputes or shortages, transportation failures and delays, the inability to secure materials or equipment, acts of God, all lawful governmental or judicial regulations or orders and not receiving pertinent information, materials, and decisions from the Owner in a timely manner. If the reasons for excusing performance hereunder cease, this Agreement shall remain in full force and effect, in accordance with its provisions.

5.7 All warranties, representations and indemnities provided by either party under this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

5.8 Until such time as the Owner pays Contractor the Price in full, Contractor shall have a security interest in the Exhibit. Contractor shall have the right to do everything reasonably necessary to perfect its security interest and realize against the secured property, including filing the appropriate documents to record its interest. Owner shall have a duty to cooperate with Contractor with respect to the provisions of this subsection.

5.9 The Contractor’s compliance with the estimated Exhibit completion date may be dependent on receiving pertinent information and decisions from the Owner in a timely manner (see Sections 3.1.1 and 4.3).

## ARTICLE 6

### Indemnity and Insurance

6.1 Contractor’s Indemnity. The Contractor agrees to defend, indemnify and hold Owner and Owner’s sub-consultants and subcontractors harmless from and against all damages, claims, suits or other legal proceedings arising from or attributed to the negligent or otherwise improper design or construction of the Exhibit by the Contractor or the Contractor’s sub-consultants or sub-contractors.

6.2 Owner’s Indemnity. The Owner agrees to defend, indemnify and hold Contractor and Contractor’s sub-consultants and sub-contractors harmless from and against all damages, claims, suits or other legal proceedings arising from or attributed to the negligent or improper display or operation of the Exhibit by the Owner and Owner’s sub-consultants or subcontractors.

6.3 Duty to Insure. Each party agrees to obtain and provide proof of insurance in an amount not less than one million dollars (\$1,000,000) to insure for the indemnity obligations set forth in sections 6.1 and 6.2. The insurance shall name the other party as an additional insured and shall provide that the coverage shall be primary insurance and not merely excess coverage.

6.4 Consequential Damages. In no event shall either party be liable to the other for consequential damages related to the performance of this Agreement.

## ARTICLE 7

### Termination and Suspending Performance

7.1 Insolvency and Bankruptcy. Either party may terminate this Agreement if the other party admits or is deemed to be insolvent or adjudged bankrupt by a court of competent jurisdiction.

7.2 Late or Non-payment. Without limiting any of its remedies at law or equity, Contractor shall have the right to terminate this Agreement or suspend performance hereunder, for non-payment or late payment of the Price or any portion thereof.

## ARTICLE 8

### Arbitration

8.1 Mandatory Arbitration. In the event a dispute arises between the parties relating to this Agreement, the parties agree to submit their dispute to binding arbitration. The rules governing such arbitration shall be those set forth by the local rules of the Circuit Court, County of Multnomah, State of Oregon as of the date the arbitration is demanded by one or both parties. The arbitration shall be held in Portland, Oregon.

8.2 Attorneys' Fees. In the event of any dispute arising out of or relating to this Agreement, whether suit or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case), the prevailing party shall be entitled to recover from the other party its costs and expenses incurred, including attorneys' fees.

## ARTICLE 9

### Assignment, Governing Law and Entirety of Agreement

9.1 No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, this Agreement may not be assigned by either party without the written consent of the other party. Such consent may be withheld at the party's sole discretion.

9.2 Governing Law. This Agreement shall be governed by the laws of the State of Oregon. In the event any action is commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees at trial, arbitration or on appeal.

9.3 Notices and Approvals. Any notice, order, request, approval or other communication under this Agreement will be effective only if in writing in the English language, signed by an officer of the party giving such notice, approval or communication, and delivered in person, by overnight courier service, by facsimile or email transmission with all costs prepaid to the addressee's address set forth in this Agreement. All notices approvals and communications will be deemed given, made and received: (a) upon delivery, if personally delivered to a party; (b) one (1) business day after transmission when sent by facsimile or email transmission if confirmation is received; or (c) five (5) business days after the deposit, if delivered by a internationally recognized courier service offering guaranteed delivery. Notwithstanding the foregoing, upon establishing a means of electronic data interchange acceptable to the parties, notices approvals and other communications may be given in electronic form.

9.4 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all prior agreements and understandings, either written or oral, with respect to the Project.

9.5 Waiver. No failure of either party to take any action or assert any right under this Agreement shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 9.6 Severability. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement and the parties agree to negotiate in good faith to replace the invalid or unenforceable provision with a mutually acceptable, enforceable provision. Such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions does substantial violence to, or where the invalid or unenforceable provisions constitute, an integral part of, or are otherwise inseparably from, the remainder of this Agreement and the parties are unable to agree upon replacement provisions, in which event either party may terminate this Agreement by written notice to the other.

In Witness hereof, the parties have set their hand to this Agreement on the date indicated below.

**Oregon Museum of Science and Industry**

**Clark County**

By \_\_\_\_\_  
Deb-Mumm Hill Date  
V.P. Exhibit Experiences

By \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

approved cs to form  
Jane E. Vetto  
Clark County DPA



**ATTACHMENT "A"**  
**to**  
**AGREEMENT for the construction of the EXHIBIT between the**  
**OREGON MUSEUM OF SCIENCE AND INDUSTRY and**  
**Clark County**

**DATE:** January 31, 2017

Oregon Museum of Science and Industry (OMSI)/Contractor agrees to provide the Exhibit as described below and as referenced in the attached concept drawing(s):

**Design Detailing**

Dimensioned layout for production for the 78"x36" phenolic graphic panels, and shovel signs based on original concept sketches.

**Angled Large Sign- Qty:1**

Includes (1) iZone print on 3/4" material with helicoils on back side  
(3) Upright 4"x4" posts to support steel plate that receives iZone panel  
iZone is prox 78"x 36"x 3/4"  
Includes security bolts  
Corten steel equivalent typical  
Includes transportation to Clark County- installation by others

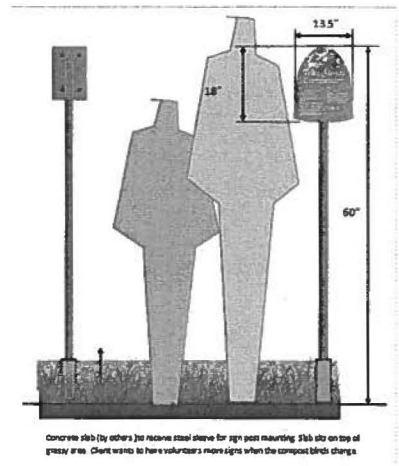
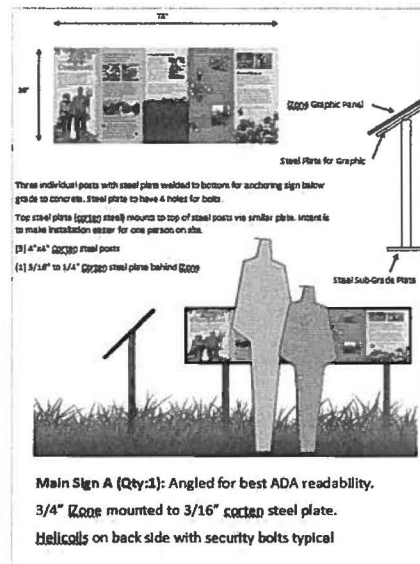
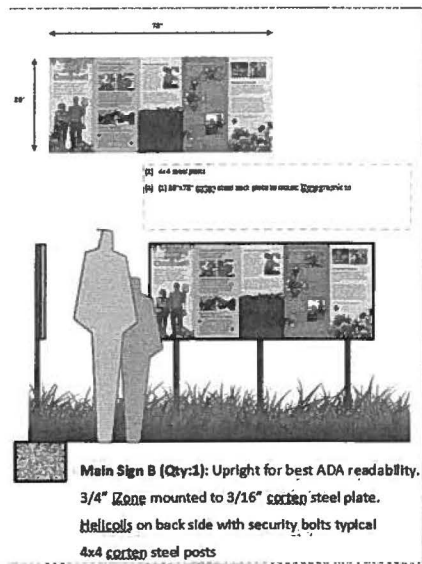
**Upright Large Sign- Qty:1**

Includes (1) iZone print on 3/4" material with helicoils on back side  
(3) Upright 4"x4" posts to support steel plate that receives iZone panel  
iZone is prox 78"x36"x3/4"  
Includes security bolts  
Corten steel equivalent typical  
Includes transportation to Clark County- installation by others

**Shovel Signs- Qty:17**

Includes (17) 2" diameter pipe to replicate shovel handles with mounting plate to receive iZone graphic.  
Shovel Graphic is prox 13.5"x18"x 3/4" with custom contour cuts and helicoils  
Includes security bolts  
Includes stainless steel pipe (12" section) to receive shovels with hole for locking by others  
Corten steel equivalent typical  
Includes transportation to Clark County- installation by others  
Includes (1) 90 degree mounting plate for entry sign

Please note Corten steel and its equivalent does not come with the rust patina. It must be weathered and dampened over time to develop the rust.



Contractor will notify the Owner of any price or date changes resulting from changes in the project scope or timeline as outlined in this Agreement.

#### Owner

Owner will provide Contractor any and all assets to be incorporated into the Exhibit, including but not

The Owner certifies that it owns the intellectual and property rights for any and all materials and/or assets provided to the Contractor for incorporation into the Exhibit.

Owner will respond to Contractor inquiries, material needs, and other requests by specified dates, or within 2 business days in cases where a date has not been previously specified, to prevent timeline extensions. Any timeline extensions or cost increases that occur due to Owner's failure to respond in a timely manner will be the responsibility of the Owner.

Any changes in project scope as outlined in this Agreement, or any changes in materials beyond what is priced in this Agreement, will be the responsibility of the Owner.

Delivery by May 31, 2017 predicated upon the fully executed contract and deposit being received in order to begin the project. Delivery is predicated upon subcontractors work schedule at time of order. All effort will be made to deliver by May 31, 2017.

## **Contract Price and Terms**

**Contract Price:** \$ 23,044.00

**Transportation:** Shipping to Clark County by OMSI.

### **Payment Terms:**

50%	<u>\$11,522.00</u>	due upon execution of contract
45%	<u>\$10,369.80</u>	due 30 days prior to Exhibit completion
5%	<u>\$ 1,152.20</u>	due upon final acceptance by Owner

## **Schedule**

Upon receipt of the deposit and fully executed contract, Contractor will inform Owner of project start date. Provided no actions or Exhibit changes are made that would extend the project timeline, the projected completion of the Exhibit will require approximately fourteen (14) weeks from project start date. All dates are dependent on vendor schedules at time of subcontractor order, and subsequent alterations requested by client.

## **Contacts**

### Oregon Museum of Science and Industry

Rick Gales, Sr. Business Development Manager  
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Portland, OR 97214 USA  
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Email: rgales@omsi.edu  
Website: www.omsi.edu

### Clark County

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Email: sally.fisher@clark.wa.gov