



Society for Experiential Graphic Design
Standard Form of Agreement for Professional Services

Project Data	City of New Port Richey wayfinding signage
Date	September 23, 2015
Design Consultant [“Designer”]	Kerestes-Martin Associates, Inc. (dba KMA Design) 301 East Main Street Carnegie, PA 15106 Contact: Barbara J. Martin- <i>Chief Executive Officer</i> Tel: 412-429-4071 Fax: 412-429-4074 E-mail: bjm@thekmagroup.com
Client	City of New Port Richey
Owner	City of New Port Richey 5919 Main Street New Port Richey, FL 34652
Project	Professional Planning, Design, and Construction Administration Services for City Signage and Wayfinding System.



Designer Responsibilities

Scope of Services

Phase 1: Analysis

- Kick-off meeting to define project goals, schedule, and budget
- Research history of the community
- Review of relevant documents including infrastructure studies, utility plans, master plans, proposed developments, and other planning work accomplished to date
- Organize code and zoning restrictions for local, state, and federal regulations, including TOD's, defined by existing City policies, FDOT, and MUTCD guidelines
- Review branding standards for signage, City, and local culture, sites, and organizations
- Conduct a complete photographic inventory of all existing signage
- Create locations plans coinciding with photographic inventory for existing signage
- Issue surveys to public and stakeholders for feedback on primary destinations, strengths, and weaknesses of existing system
- Hold working group session with City staff to establish preferred routes, connections, and parking locations
- Conduct multi-modal study of transportation signage systems
- Designate potential wayfinding sub-areas or districts
- Identify points of egress
- Identify key decision nodes
- Identify routes effected by circulation change
- Identify primary destinations
- Identify local attractions
- Identify gateways
- Identify parking facilities
- Document existing conditions for areas of conflict, sign clutter, possible regulatory violations, and damaged or missing signage
- Recommend existing signage for removal, relocation, replacement, or consolidation
- Evaluate feasibility of hardware/foundation reuse
- Prepare analysis document
- Present analysis document
- City of New Port Richey approval to proceed to next phase

Phase 2: Programming

- Coordinate with City's emergency management officials to understand regional emergency management routing requirements and policies for temporary construction signs
- Define wayfinding classification types and alternatives to signs
- Make recommendations for sign types and hierarchy of wayfinding classes
- Estimate potential sign quantities
- Prepare preliminary location plans for potential signage
- Recommend based on survey feedback, City and staff input, and analysis findings for hierarchy of destinations and attractions per sign type
- Verify proper nomenclature for consistency in denoting destinations and attractions
- Recommend hierarchy for messaging and verbiage layout
- Determine verbiage capacity for potential sign types
- Prepare preliminary message schedule for potential signage
- Recommend solutions/alternative for sites not identified by wayfinding signage
- Develop phasing plan for recommendation of an implementation process



- Review preliminary location plans, message schedule, and hierarchy recommendations with City staff and stake holders
- Incorporate City comments, revise, and resubmit
- City of New Port Richey approval to proceed to next phase

Phase 3: Design Development

- Assess architectural setting and local vernacular for design aesthetics
- Create three (3) original design options for attractive, readable, and easily understood design
- Create artwork for kiosk and handout maps
- Prepare schematic design package
- Present schematic design package to City of New Port Richey
- Incorporate comments, revise, and resubmit
- City of New Port Richey selection of single design concept
- Modify and develop selected design concept
- Establish basic standard for sign family
- Where appropriate, coordinate/integrate existing wayfinding
- Where appropriate, provide guidance on integrating existing or future City branding
- Update location plans accordingly
- Update message schedule accordingly
- Update map artwork
- Develop a comprehensive wayfinding master plan to provide easily understood, consistent, and standardized direction to visitors and residents
- Prepare design development package
- Present design development package
- Incorporate comments, revise, and resubmit
- Provide additional presentation material as needed
- City of New Port Richey approval to proceed to next phase

Phase 4: Construction Documents

- Obtain final approval from regulatory agencies
- Recommend possible funding sources for program implementation
- Create up to three (3) value engineered options of final design option with statements of probable costs in order from least to most expensive
- Finalize construction specifications and details for all sign types
- Finalize location plans
- Finalize message schedule
- Finalize map artwork
- Develop demolition plan
- Provide final quantities and update statement of probable cost per sign type
- Secure permits as required by Pasco County and City of New Port Richey Public Works Departments
- Create maintenance, management, and re-ordering manual
- Prepare 100% construction document package
- Prepare written specifications
- Present 100% construction document and written specification package
- Incorporate comments, revise, and resubmit
- City of New Port Richey approval to proceed to next phase

Phase 5: Bidding/Negotiation

- Assist City of New Port Richey with preparing bid documents and general conditions for solicitation
- Identify qualified bidders for fabrication and installation
- Answer requests for information (RFI's)



- Issue addenda
- Assist City of New Port Richey with analyzing bids and substitutions
- Value engineer as needed
- Negotiate terms of contract and issue intent to award

Phase 6: Construction Administration

- Kick-off meeting with awarded fabricator
- Review shop drawings
- Observe fabrication for adherence to bid documents and schedule
- Field verify locations with installers
- Request samples for review and field testing
- Inspect condition of signage prior to installation
- Observe installation for adherence to bid documents and schedule
- Punch list
- Assist City of New Port Richey in resolution of punch list issues
- Final walk through
- Project close-out

Project Completion

Services shall be considered 100% complete *upon final walk through and project close-out*. Any services required after this will be billed at the standard hourly rates.

Optional Services

The services listed below are optional and are available at the hourly rates listed plus related reimbursable expenses. The designer shall request written authorization from the client before performing any of these services.

Optional services include, but are not limited to, the following:

Variance Pursuits

Any presentation materials, meeting, calculations or other variance related time and materials necessary to secure jurisdictional approvals.

Electrical or Structural Engineering

Engineer fees are not a part of this agreement.

Revisions or Changes

Revisions include changes to previously approved work, changes in the extent of work or project parameters, changes in the complexity of any elements of the project, activities performed out of sequence, changes necessitated by strikes, code revisions, schedule changes, client personnel changes, field changes, structural/electrical conflicts, fabricator price increases or other causes not within the designer's control.

Additional Consultation

Services not listed in scope of service

Client Responsibilities

- Appointment of a sole representative with full authority to provide or obtain any necessary information and approvals required by the designer.
- Coordination of the decision-making process with parties other than the designer.



- Timely communication of administrative or operational decisions if they affect the design or production of signage or graphic items; coordination of required public approvals and meetings.
- Timely provision of accurate and complete information and materials requested by designers such as site plans, building plans and elevations, utility locations, color/material samples and all applicable code information.

Compensation

Fees

This project will be completed for the all-inclusive fee of the amount listed below based on the fee proposal submitted as part of RFP 15-023

\$39,942.50

Hourly Rates

Standard hourly rates are listed below and shall apply for twelve (12) months from the date of this contract, and for the duration of this contract.

Principal-In-Charge \$150.00
Project Manager \$85.00
Project Coordinator \$70.00
Senior Graphic Designer \$75.00
Graphic Designer \$70.00
Administrative \$65.00

Payment Schedule

Fees and reimbursable expenses will be billed by percentage of completion.

Payment is due within thirty (30) days. Payments not received within thirty (30) days will bear interest at prime rate plus two percent (2%). The designer reserves the right to temporarily suspend services when an invoice is not paid within 90 days. The designer shall be entitled to reimbursement of all costs incurred in collecting overdue accounts including, but not limited to legal fees.

Project Delays

If this project is suspended in whole or in part or delayed for 8 weeks or more, the designer reserves the right to charge a restart fee of \$500.00 to accommodate the additional start/stop time or re-negotiate the fee to reflect any changes in hourly rates, expenses or project scope. In the case of project suspension, the designer shall be paid for all services performed and reimbursable expended to that date.

Terms and Conditions

Arbitration

Project disputes in excess of \$5,000.00 arising out of this contract shall be submitted to binding arbitration in the state of conducted in accordance with the rules of the American Arbitration Association. The prevailing party shall be entitled to all arbitration and court costs and reasonable attorney's fees. Any and all arbitration or litigation shall be subject to Florida law, and venue shall be in Pasco County, or the US Middle District of Florida, Tampa.



Assignment

Neither the client nor the designer may assign or transfer their interest in this agreement without the written consent of the other party.

This Agreement constitutes the entire Agreement between the parties and supersedes any prior or concurrent agreements, understandings, arrangements and negotiations. No amendment or modification of this agreement shall be valid or enforceable unless in writing and signed by the parties affected.

Implementation

The client shall contract and pay directly for services such as printing.

Liability

Liability of the designer shall be limited to the total fee for the project.

Ownership

All artistic expression, design concepts, sketches, notes, photographs, drawings, specifications, computer files and the right to create copies or derivative works therefrom shall remain the property of the designer whether the project for which they are made is executed or not..

Use of project documents or derivative works by the client on other projects shall entitle the designer to further compensation equal to the original project fee unless otherwise agreed to in writing by both parties.

If the client reuses designs or specifications at any other time or in another location, the client shall hold the designers harmless against claims for loss or damage resulting from the failure of these designs encountered with such reuse.

The designer shall retain all artwork, drawings, and specifications for this project for a period of forty-eight (48) months from the date of the final invoice. Upon expiration of this period, all such materials will be discarded unless the client requests their continued storage.

Ownership/Identity

Upon payment of all fees and expenses related to the new identity/logo, the designer transfers ownership of the final logo, logotype and/or typography developed to the client.

Representations

The client represents that it has full power and authority to enter into this Agreement and that it is binding and enforceable in accordance with its terms.

The design firm represents that it has full power and authority to enter into this agreement and that it is binding and enforceable in accordance with its terms.

Sales Tax

The client shall pay any sales, use or other taxes that may be applicable to the services provided under this agreement, including any tax that may be assessed on a subsequent



audit of the designer's tax returns.

Severability

All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

Termination

Either party may terminate this agreement after giving 10 days written notice. In event of the termination of this contract, the designer shall be paid in full for all services performed up to the termination date, based on standard hourly rates, along with associated reimbursable expenses.

This proposal, made on *September 23, 2015* shall remain valid for ninety (90) days and will become a binding contract when signed below by the client and design firm.

Optional Terms & Conditions

Credits

Credit to the design firm is required whenever the project is publicized or exhibited. Credit should read: KMA Design, Project Design Firm

Insurance

The designer shall maintain in force, during the duration of this agreement, the following insurance coverage:

Automobile Liability - \$1,000,000 per occurrence
General Liability - \$1,000,000 per occurrence
Workers' Compensation - \$1,000,000 per occurrence

The client may request certificates of insurance as evidence of coverage. The policy limits for errors and omissions shall include costs of defense including reasonable attorneys' fees.

Project schedule

Upon acceptance of this proposal, the designer and client shall formulate a schedule that is acceptable to both.

Photography

The designer shall have the right to photograph all completed designs or installations and shall have the right to use such photographs or other visual materials from the project for publication, exhibition, or other promotional purposes.

Records

The designer shall maintain records of hours and reimbursable expenses. These records shall be available to the client at mutually convenient times.

Third Party Agreements

The client grants to the designer the right to act on the client's behalf to contract with or give instructions to any person involved in the project, such as photographers, illustrators or writers. The designer agrees to review with the client for approval any terms and conditions, including required credits that may be imposed on the client or designer by such third parties.



APPENDIX A

Menu of Possible Additional Consultation & Design Services, which would be invoiced on an hourly basis:

ADA Audit

Evaluation of a facility's compliance with the Americans with Disabilities Act.

Architectural, Interiors or Site Documentation

Preparation of accurate base plans or elevations.

Additional Meetings

Meetings or site visits in addition to those listed due to phased installation, contractor error or client request.

As-Builts

Preparation of “as built” design drawings, message schedules or sign location plans that document the final installation and include field changes; review of “as built” documents prepared by contractor.

Architectural Items

Consultation, design, specification or shop drawing review of architectural items such as illuminated exit signs, elevator control panels, fire extinguisher/hose cabinets, clocks, bulletin boards, building color palettes, flooring/paving/textile patterns, lighting, millwork or trash receptacles.

Commemorative Signs

Planning, design or documentation of donor recognition or commemorative signs.

Copy Development

Writing or editing sign messages; development of a room numbering plan; nomenclature/naming; Braille or foreign language translations; research or copywriting for informational/interpretive signs.

Custom Artwork

Design, artwork or retouching of letterforms, imagery, maps, diagrams [such as fire evacuation diagrams], symbols, pictograms, patterns, etc.; preparation of scans, separations or traps required.

Document Translation

Development or translation of drawings, plans or sign formats into client's computer format.

Engineering Services

Contracting with engineering professionals for electrical/structural design, documentation or drawing seals. Traffic or parking studies.

Environmental Enhancements

Planning, design or documentation of ornamental or decorative elements.

Exhibit Design

Planning, design or documentation of exhibits, displays, or interpretive graphics.

Fabricator Coordination

Additional coordination time required if fabricator or supplier selected is not prequalified, defaults or is unqualified in any aspect of work, if the project necessitates more than one (1) fabricator[s], more than one (1) bid package[s], more than three (3) shop drawing review[s], more than two (2) punch list[s], or if all shop drawings/samples are not submitted for review simultaneously.



Follow-up Evaluation

Follow-up evaluation of finished product, survey of end users; recommendation of design or operational adjustments to be made.

Identity Design

Design, revision or redrawing of logos, logotypes or typographic identities; design of print applications. Assistance with obtaining trademarks, copyrights; name/symbol/nomenclature searches.

Miscellaneous Items

Design, specification or documentation of uniforms, vehicle graphics, construction signs, murals, billboards, temporary signs, etc.

Mock-ups, Models

Manufacture or procurement of models, mock-ups or prototypes for evaluation of design concept, legibility, color, size and/or typography.

Phasing Plan

Preparation of plan for phased manufacture or installation of elements based on specific client parameters.

Public Review

Assistance in obtaining sign permits or variances; assistance with sign reviews, presentation of designs to parties outside the project team such as government officials, historical commissions, end users, neighborhood organizations, employee groups, ADA user groups, etc.; preparation of renderings or additional presentation materials for such meetings.

Schedule Alterations

Additional time required if the project schedule is extended four (4) weeks or more, or if all items in the project scope cannot be designed, documented, fabricated or installed together.

Sign Maintenance Assistance

Formulation of guidelines manual to facilitate future extension of program; formulation of ordering procedures for ongoing replacements and reorders; recommendations for in-house sign making or maintenance equipment.

Utility Coordination

Determining locations of building or underground utilities; obtaining permission for sign installation at specific locations.