

PROPOSAL AND CONTRACT

6 July 2018

City of Merced
678 West 18th Street
Merced, CA 95340

Attention: Mr. Steve Carrigan, City Manager

RE: MERCED ENTRY SIGNS

SCOPE OF WORK

Working in close coordination with the CITY STAFF, Graphic Solutions will provide the following services:

Phase I. Planning and Research

Part One. Planning

- A. Review results of recent “Welcome Sign Contest.”
- B. Meet with the City and perform site study and photo documentation of existing site conditions of up to six different welcome sign locations.
(Site Visit #1)

Phase II. Concept Design

- A. Interpreting results of recent “Welcome Sign Contest,” create preliminary concept designs (up to three different) considering applicability to up to six City entry/identification sign locations:
 - 1. Highway 99 Northbound at Campus Parkway
 - 2. Highway 99 Southbound at 16th Street exit
 - 3. Gateway sign for downtown
 - 4. Highway 140 at Bradley overpass
 - 5. Highway 59 at Mission
 - 6. Highway 140 at Massasso St.

Preliminary concepts to include indications for sizes, materials, colors, lighting and sign locations.





- B. Forward preliminary concepts to City staff for review and comment.
- C. Adjust concept designs per City comments (one round of adjustments).
- D. Forward adjusted concepts to City staff for review and approval.
- E. Consult with City as City circulates concepts for community and stakeholder input—to select preferred design for City Welcome Signs.
- F. Prepare preliminary budgetary estimates for subsequent design phases, fabrication and installation of preferred option.
- G. Prepare presentation of preferred option.
- H. Attend one meeting to present preferred option and budgetary estimates.

TOTAL ESTIMATED FEES for Phases I and II are \$14,900 plus expenses

NOTE: Up to (2) meetings and (1) concurrent site visit are included in the fee estimate. Additional meetings, site visits and/or services will be at the client's request and will be billed on a time and materials basis as an addition to the fee estimate shown above.

SUBSEQUENT PHASES

Subsequent Phases can be provided by addendum or separate contract in addition to the scope of work outlined above and may include:

Phase III. Design Development / Construction Documents

- A. Based on approved concept design and existing improvement plans, prepare design intent drawings (11" x 17") and construction specifications sufficient for fabrication and installation by qualified local sign fabricator, including:
 - Schematic Sign Location Plan
 - Control dimensions
 - Call-outs for materials, finishes, typestyles, and lighting effects
 - Color specifications
 - Elevations, side and top views where appropriate



- Structural Engineering

(Does not include camera-ready artwork/patterns, sections, construction details or civil engineering, which are to be provided by sign fabricator or others as part of the shop drawing submittal.)

- B. Perform site study to verify details of design intent drawings and to investigate/document site conditions at proposed sign locations (Site Visit #2)
- C. Adjust design intent drawings and location plan per results of site study.
- D. Prepare updated budgetary estimates for treated elements
- E. Forward Design Intent Drawings, Construction Specifications, and budgetary estimates to City staff for review and comment.
- F. Adjustments to Design Intent Drawings and Construction Specifications per client comments (one round of adjustments).
- G. Forward final package to City staff for distribution to bidders.

Phase IV. Permit Application Assistance

- A. Assist City staff in the preparation of Caltrans permit applications for City entry signs.
- B. Prepare graphics and schematic location maps as deemed appropriate for review by Caltrans.

Note: Caltrans meetings and application fees are the City's responsibility and are to be paid directly to the agency.

Phase V. Construction Administration

Provide the following services related to implementation of signage:

Note: Submittals to be delivered to Graphic Solutions' offices.

- A. Review, adjust, and approve submittals from sign contractor:
 - Shop drawings



- Patterns and photo ready art
- Materials and color samples

*Assumes one comprehensive shop drawing review, one samples review, and one comprehensive pattern review. Requests for additional comprehensive reviews or for subsequent partial reviews will require an adjustment to the contract amount.

- B. Provide responses to Requests for Information (RFI's).
- C. Perform final inspection, create punch list of required corrections and verify compliance with same (**2 site visits**).
- D. Coordination and communications with contractors and/or City staff as identified above.



ADDITIONAL SERVICES

At the client's request, the following services will be provided in addition to the scope outlined above. Services will be provided on a time and materials basis, plus expenses and may include:

- original logo/identity and camera-ready art
- specifications for use of logo in signage and print applications
- original photography and/or illustration
- additional concept designs for listed sign types or for additional sign types
- additional rounds of adjustments to design concepts
- site visits and/or meetings in addition to those specifically noted in the scope of work
- color renderings/comps other than those specifically noted
- mock-ups, prototypes/scaled models
- additional rounds of budgetary cost estimates for sign fabrication
- construction administration including checking shop drawings and patterns in addition to those specifically noted in the scope of work
- fabrication and installation of signage
- civil, electrical engineering
- landscape architecture



BILLING RATES

Current Hourly Rates	Billing Classification*
\$160	Principal
\$120	Design Director; Senior Designer; Planning Specialist; Estimator
\$110	Project Manager; Designer; Technical Writer/Copywriter
\$75	Jr Designer
\$60	Production Assistant; Production Coordinator; Clerical/Word Processing

* Project assignments are made based on employee skill levels and the type of work being performed.

REIMBURSABLES

Outside Services/Expenses: In addition to fees, Graphic Solutions shall be reimbursed at cost plus 18% for outside services requiring creative/art direction (e.g., professional photography, renderings, copywriting), and for all other outside services or expenses related to the execution of the work, including, but not limited to: blueprints, vellums, photocopies; photographic supplies and processing; photostats, printing, typesetting, word processing; transportation and accommodations; delivery and shipping. Client may elect to be billed directly by suppliers for project-related expenses. If this election is made, Client shall identify, upon execution of this contract, those expenses for which the Client will make payment directly. Client shall provide to Graphic Solutions its account numbers for suppliers identified for direct billing and payment of expenses.

In-House Expenses: Graphic Solutions shall be reimbursed at a flat rate for certain in-house expenses in accordance with the following schedule:

• Large format digital output	\$ 4.00 per sq. ft.
• Digital color proofs up to 8-1/2" x 14"	\$ 5.00 each
• Matte board	\$ 5.00 per board
• PMS paper	\$ 5.00 per sheet
• Photocopies for copy counts exceeding 50 pages	\$ 0.15 per page
• Compact Disk	\$ 10.00
• Thumb/Zip/Jump Drive	\$ 5.00 each
• Comb Binding	\$ 5.00 per set



ADA COMPLIANCE

Graphic Solutions has researched the requirements of the Americans with Disabilities Act (ADA) as it affects signage, and every effort has been made to ensure that your signage meets those requirements. However, ADA compliance is the responsibility of the facility owner and/or owner's representative. Graphic Solutions, its officers and employees assume no legal responsibility for compliance with ADA and no warranty is either expressed or implied by presentation of bid documents, proposals, contracts, designs or signage. No liability is assumed for the outcome of decisions made on the basis of information provided by Graphic Solutions. Consultation with legal counsel is recommended for those affected by ADA.

CONTRACT TERMS AND CONDITIONS

The client shall provide Graphic Solutions all necessary drawings and information regarding site or building conditions which affect the signing. The client and Graphic Solutions shall mutually participate in development of all sign wording, with final approval by the client. This proposal does not include the cost of models, color renderings, or slide presentations, which will be provided only at the request and approval of the client.

Graphic Solutions provides electronic files in Illustrator for the Macintosh as a standard format. Preparation of files for other formats or platforms may affect schedule and/or incur additional fees. Graphic Solutions is not responsible for fonts needed for accurate reproduction.

This is a limited contract. This proposal covers only the services outlined in the scope of work. If the scope of work changes, approved revisions or additions will be charged for on a time and materials basis (current hourly rates plus reimbursable expenses) and as an addition to the original contract. Conference reports, letters, memoranda, and other written notification of additions or revisions are considered extensions to this contract.

The billing rates outlined in this proposal represent the current hourly rates in force at the time the proposal is presented. Billing rates are updated periodically and may change during the course of the proposal or contract period, in which case the most current adjusted rates shall apply. Estimated fees are to cover services outlined in the scope of work and may be billed in their entirety as a fixed fee upon satisfactory completion of the scope.

Any retainer paid to Graphic Solutions upon execution of the contract shall be deposited and held until work is deemed complete or substantially complete, at which time the retainer amount shall be credited on the final invoice and/or refunded by check to the client.



Graphic Solutions carries Workman's Compensation in the amount of one million dollars (\$1,000,000.00) and General Liability Insurance in the amount of two million dollars (\$2,000,000.00) general aggregate with one million dollars (\$1,000,000.00) per occurrence. Unless otherwise specified herein, premiums for any additional types of coverage that may be required or for limits in excess of standard coverage for Workman's Compensation and General Liability Insurance shall be paid by the Client as an addition to the contract amount stated herein.

The client agrees to include the name of Graphic Solutions in all client press releases associated with image development, graphic design, sign planning, and other work performed by Graphic Solutions for the client or project. When the project development team is listed in press releases, the client agrees to include Graphic Solutions' name as part of the team.

Graphic Solutions has permission to utilize prepared designs, images of the final product, and the client's name for marketing purposes.

Termination of contract: Assuming just cause, either party reserves the right to terminate this agreement after giving ten (10) days written notice to the other. Graphic Solutions shall be paid for services and reimbursables incurred under this contract up to the date that such written notice is received, but not to exceed the agreed upon design fee.

Title to all work provided by us shall remain in the Seller until all payments are made as stipulated. All payments are payable at the office of Graphic Solutions, Ltd., 2952 Main Street, San Diego, CA 92113, within thirty days of client's receipt of invoice. Should default be made in payment of any installment, the whole sum shall become due at option of Seller. In the event Seller shall employ an attorney to recover work provided, or collect on sums due under this agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee. All overdue payments under this agreement shall be subject to a service charge at the rate of one and one-half percent (1-1/2%) per month.

For:		For:	GRAPHIC SOLUTIONS, LTD
By:		By:	
			Simon Andrews
Date:		Date:	