

SERVICE AGREEMENT NO. 4163

WAYFINDING GRAPHIC DESIGN SERVICES

THIS **Wayfinding Graphic Design Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and D|G Studios, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Wayfinding Graphic Design Services in response to Request for Bid/Proposal No. N/A ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. Scope. Contractor will provide Wayfinding Graphic Design Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. Term.

(A) The Term of this Agreement is eighteen months beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. Compensation and Payment. This Agreement is for an amount not to exceed \$50,000.00, subject to approved extensions and changes. Payment will be made

for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Amanda Torres
Department: Environmental/Strategic Initiatives - Planning Division
Phone: 361-826-3246
Email: AmandaT@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this

Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**

 - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
 - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
 - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Amanda Torres
Title: Senior City Planner
Address: 1201 Leopard St., Corpus Christi, Texas 78401
Phone: 361-826-3246
Fax: 361-826-3609

IF TO CONTRACTOR:

D | G Studios, Inc.
Attn: Lee Jones
Title: President /CEO
Address: 3040 Post Oak Blvd., Suite 510, Houston, Texas 77056
Phone: 713-961-3311

Fax: 713-961-1256

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:
Lee Jones
Signature: _____
FED00952BB464E9...

Printed Name: Lee Jones

Title: CEO / President

Date: 5/10/2022

CITY OF CORPUS CHRISTI

DocuSigned by:
Josh Chronley

F7B548050E5B4EC...

Josh Chronley
Assistant Director of Finance - Procurement

Date: 5/10/2022

- Attached and Incorporated by Reference:**
- Attachment A: Scope of Work
 - Attachment B: Bid/Pricing Schedule
 - Attachment C: Insurance and Bond Requirements
 - Attachment D: Warranty Requirements

- Incorporated by Reference Only:**
- Exhibit 1: RFB/RFP No. N/A
 - Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A - SCOPE OF WORK



May 9, 2022

Tracy Garza
City of Corpus Christi – Contracts and Procurement
1201 Leopard Street, 1st Floor
Corpus Christi, TX 78401

Dear Tracy:

DIG Studios, Inc. (“DIG”) is pleased to provide the following proposal for professional Environmental Graphic Design services associated with a City-Wide Wayfinding Master Plan for the City of Corpus Christi, Texas (“Project”). This proposal is between the City of Corpus Christi (“Client”) and DIG.

Scope of Work

Our goal is to develop design solutions that do not encroach upon, but rather, build upon the character of a city. From experience with similar large-scale wayfinding, we have developed the following Work Plan that focuses attention on the process we undergo to develop our wayfinding solutions and document a comprehensive Master Wayfinding program for the City of Corpus Christi.

The Project Area is defined as City-wide Wayfinding Program including the Downtown Area as well as traffic corridors from major thoroughfares leading *into* the City. In addition, the Plan addresses the traffic corridors leading *out* of the City to the beach and island amenities and destinations.

The Master Wayfinding program presents a wayfinding signage system based on the needs of all users but focusing on the needs of the first-time or infrequent visitor, balancing the functional issues associated with circulation, traffic control, life safety, etc. with those of providing easily understood navigation information and directions.

The Master Wayfinding program prioritizes destinations and offers visitors a pleasant, but efficient, trip to those destinations and along the way, opportunities to learn more about Corpus and its destinations, history and traditions. It is not enough to simply label a destination with a sign, Wayfinding program facilitate the journey, offering visitors a planned and intentional roadmap.

The Sign Types to be addressed in the Wayfinding Master Plan include:

- **Entry Gateway Identity Signage**, Primary Secondary & Tertiary;
- **Vehicular Directionals** approaching the City’s entrances that focus on directing traffic to destinations typically districts or designated surface parking, as well as other visitor destinations. This sign type also includes “Trailblazing” signage to keep vehicular traffic moving to their destination along preferred pathways. These signs establish primary pathways for visitors to the City for destinations such as Visitor Centers, Museums, Districts, Parks, etc. Coordination with TxDOT for signage within their right-of-way is addressed in this package.
- **Pedestrian Directional/Pathway Signage**, from parking and major destinations, public sites as well as municipal facilities, scaled to a pedestrian level.



- **Destination Identification Signage.** This sign type is a ground mounted monument sign; primary identification signage is developed for critical destinations such as City Hall; secondary signage is also developed for other city buildings or for the identification of the approved districts designated by the City.

Scope of Services

DIG has listed below the activities that are undertaken within each of the proposed project tasks. The following tasks are provided for the project; however, the work is performed concurrently addressing the project as a whole and does not assume an incremental approach to the delivery of services. If Client chooses an incremental approach to the project (by sign type, etc.) that causes a duplication of tasks, Additional Services may be required.

Proposal assumes the Client forms a “Core Project Team” to serve as the key-decision makers for the project. “Stakeholders” make input into the project’s discussions and information gathering process, and can include public input sessions, and serve as an advisory source. The Kick-off Meeting and Project Team Workshop are assumed to be performed in-person in Corpus; however, other meetings are conducted using web-based platforms, such as Teams.

Task 1 – Planning and Project Area Analysis - Master Plan Programming

1. The Master Plan process begins with Information Gathering, Research and Site Evaluation. The DIG Team conducts site surveys to gain a full understanding of the project area. The goal is for our team to study the project area from the eyes of the first-time user. Following the site visit, the DIG Team facilitates a kick-off meeting with the Client’s Core Project Team to review and update the project schedule and identify the project’s key Stakeholder groups, as well as the protocols to bring them into the project. The DIG team also reviews the Core Project Team’s concerns, issues and decision-making process. **(Site Visits and Kick-off Meeting, Meeting #1)**
2. During DIG’s site visit, DIG documents existing conditions by developing a photographic and narrative database of decision points, destination location density (how far apart are key destinations), and sightlines, etc., which serve helpful during the workshop discussions.
3. As a result of the site survey, a code and restrictions study can help alert the team to issues such as:
 - Grandfathering effects on older signage that may be lost;
 - Impact on both the quantity of allowed signage and acceptable locations for signage;
 - New height restrictions may now be in effect;
 - There may be a heightened interest in “green” design issues directly affecting lighting and materials;
 - Impact of The Americans with Disabilities Act on the system, such as contrast and legibility issues may have been revised; and
 - Government jurisdiction over individual streets may vary (TxDOT vs. City streets).



4. Using site plans and maps provided to DIG by the City, DIG develops circulation diagrams based on Project Team input of preferred pathways to develop recommendations as to the placement of required sign types. The relationship between public thoroughfares and parking destinations is studied in detail.
5. DIG facilitates a Workshop with the Project Core Team, as well as Stakeholders, to gain consensus among the group as to the identification of the preferred pathways through the project area and the overall visual character of the signage program from which the “family” of Signage and Wayfinding elements evolve. DIG’s preliminary circulation analysis is used as the starting point for the discussions of preferred and non-preferred pathways.

The Workshop serves to build consensus regarding the development of a Signage and Wayfinding program. DIG reviews the findings of the site surveys and functional analysis within the Project Area including DIG’s understanding of the primary and secondary destinations, a review of the circulation patterns associated with the various Districts and destinations, and the preferred pathways. At this Workshop, criteria for the inclusion of destinations in the Wayfinding program is discussed and confirmed.

The process associated with the Workshop also determines what additional information is required. The Workshop’s information gathering process begins by listening closely to input and encouraging active participation. A free-flowing dialogue between the City’s Project Core Team and Stakeholders, facilitated by the DIG design team, is essential to fully understand their goals and their order of priority.

Present day occurrence, as well as future development plans are studied for their impact on the on-term implementation of the Master Plan. Also important is to gain a full understanding of the budget since a design solution is useless if it exceeds a budget and cannot be properly implemented. **(Workshop – Meeting #2)**

6. As a result of the Workshop, the DIG Team gathers the information, thoughts, data and recommendations and updates the circulation analysis maps drawing conclusions with respect to prioritizing gateways, entries, destinations (primary, secondary, tertiary), any planned changes in traffic and transportation circulation; the identification of the destinations and districts, as well as their preferred pathways, especially with regard to access to parking and entry points.
7. Throughout this phase, consideration is given to human factors including responses to color and light, sight lines and information processing; electronic signs and life safety/codes, as well as ADA requirements and the possible variations in architecture and activities along the pathways.
8. An understanding of the opportunities for branding is also discussed focusing on their impact on the wayfinding system. The current City logo is studied.

9. As the DIG Team refines the circulation maps, conference calls and email transmissions occur with the Project Core Team to keep the project moving forward and to ask for clarifications from the Project Core Team.
10. At this point, DIG also needs to further address the issue of off-site interface with the TxDOT where signage locations are critical to the directions and traffic to the proper entry points. DIG's input on TxDOT issues is based on DIG's professional experience; no separate meetings with TxDOT representatives are assumed.
11. As a result of the information gathered and the meetings/workshop, a list of recommended sign types is confirmed and noted in a Signage Location Outline. The Signage Location Outlines are, at this point, presented as a color-coded overview of placement of key signage along the identified preferred routes using City provided street maps.
12. The DIG team participates in a Web-based meeting with the Project Core Team to review the preliminary Programming documents in order to summarize the information gathered with regard to boundaries, entries, destination hierarchies, key decision nodes and messaging requirements. **(Project Core Team Web-based Meeting – Meeting #3)**

Task 1 – Deliverables – Electronic pdf file(s)

- Preliminary Project Schedule
- Recommendation Reports
- Results of Site Surveys
- Circulation Analysis in the form of Site Plans/Maps provided before and after the Workshop
- Results of Code Research
- Memorandum of Meetings/Workshop

Task 2 – Preliminary Programming and Schematic Design

1. As a result of Task 1, the family of sign types, noted above, is conceptualized and designed appropriate to the character of the project. Schematic Design concepts illustrate the recommended typeface, color family, the use of the appropriate identity elements, message layout and the general overall appearance of the sign types. Three (3) distinct design schemes are developed for presentation to the Project Core Team. A preliminary budget is also developed based on DIG's professional experience in the signage design industry.
2. The DIG team collaborates to study the impact that today's technology, such as phone wayfinding apps that may have the impact of reducing the number of wayfinding signs that are necessary. Our goal is to never clutter the environment but enhance it. Maybe less is more, and the impact of the wayfinding program is more focused on education and enhancement and not static signs. This activity is to study the availability of such systems. Implementation of app-based wayfinding is not assumed.



3. During the Schematic Design phase, the DIG team facilitates two (2) additional Web-based meetings with the Project Core Team to discuss findings and design options. Discussions also focus on priorities of implementation of sign types balanced against the pricing information. A variety of sign type combinations based on quantities and locations re studied to reach a conclusion on which combinations are best suited for your needs. **(Project Core Team Web-based Meeting – Meetings #4 and #5)**
4. The DIG Team prepares a preliminary Master Wayfinding Plan to include recommendations on sign type quantities, location and preliminary pricing listed by the Client’s pre-approved priorities.

Task 2 – Deliverables - Electronic pdf file(s)

- Schematic Design Presentation
- Preliminary Signage Location Outlines for Sign Type Quantities and Uses/Messages
- Memorandum of Meetings
- Preliminary Budgets based on the Schematic Design options

Step 3 – Design Development

1. The DIG team refines the drawing package to Design Development level continuing to refine the design concepts and incorporating the use of signage ordinances and restrictions, identity and logo applications and typical messages. Tasks also include further documentation addressing size, material, mounting, lighting, finishes, etc. The budget is also refined based on the progression of the design drawings.
2. Provisions of 2012 Texas Accessibility Standards/2010 ADA Standards for Accessible Design affecting graphics are incorporated per DIG’s best professional judgment, and per clarifications from (Texas Department of Licensing and Regulation (TDLR). Parts of the Act are subject to interpretation and DIG assumes no liability for future interpretations.
3. DIG can obtain material samples from a Signage Contractor for review by the Project Core Team. Costs associated with the design time, or the fabrication of extensive mock-ups or prototypes, are not included in this Proposal.
4. Working with Signage Fabrication firms, the DIG team secures budgets for fabrication and installation based on the Design Development package.
5. During this Design Development phase, the DIG team participates and facilitates two (2) additional Web-based meetings to present the Design Development Package and offer recommendations for the Phase I Implementation Budget and Schedule. The DIG team works with the Project Core Team offering assistance in the determination of priorities of the phased implementation. During this meeting, the project schedule is updated to set the date for an additional Design presentation to the Stakeholders. **(Project Core Team Web-based Meeting – Meetings #6 and #7)**



6. Using a date established with the Project Core Team, an additional Stakeholder meeting occurs to review the Design package as it has been approved by the Project Core Team. Attendance by the Project Core Team is suggested. This meeting allows the Stakeholder to view the project's design options and while their input is always important, changes to the design character of the project remains with the Project Core Team. At this time, a public review of the design package can be conducted by the Project Core Team with support from the DIG team. **(Project Core Team/Stakeholder/Public Meeting – Meeting #8)**
7. During this time, the DIG team remains in contact with the Client and Project Core Team, releasing updates to the schedule and documents, via email transmission and conference calls, as appropriate. DIG updates the Master Wayfinding Plan and releases it as an Adobe pdf file to the Project Core Team, electronically, for review. DIG participates in a conference call to offer clarifications and receive final approvals. **(Conference Calls and E-mail Transmissions)**
8. The refinement and updating of the project schedule, including long lead items and their impact, and client review and approval culminate this phase. Client requested design changes to the project's documents after approval of any phase of work, are considered Additional Services.
9. The Master Wayfinding Plan is updated to address the Project Area and outline recommendations for a phased implementation process based on priorities established by the Project Core Team. The Signage Location Outlines are refined and finalized.
10. The DIG team facilitates a final Web-based Design Development meeting with the Project Core Team to review the Design Development/Master Plan and to resolve any further issues related to the Phase I Implementation Budget and Schedule in order to develop a final plan for Phase I Implementation which will include design and implementation fees from DIG. **(Project Core Team Web-based Meeting – Meeting #9)**

Task 3 – Deliverables - Electronic pdf file(s)

- Updated Project Schedule
- Preliminary Design Development Documents
- Fabrication Budget
- Final Signage Location Outlines for Sign Type Counts
- Phased Implementation Recommendations including Schedule
- Final Design Development Documents
- Final Wayfinding Master Plan

Master Wayfinding Project
Agreement
Page 7



Compensation

Based on DIG’s projections of personnel and skills required for the above referenced Scope of Work, DIG proposes a lump sum fees of \$50,000, billed on a percent complete basis. All other Terms and Conditions are also outlined in Attachment A and are part of the final proposal. This proposal contains compensation for DIG services only. Unplanned project down time in excess of 8 calendar weeks may result in professional fee increases to compensate for unplanned project restart activities.

Should the Client find this proposal acceptable, a signature below provides DIG authorization to proceed with the Scope of Work and Services and serves as the Client’s acceptance of this proposal.

Agreed and Accepted

Agreed and Accepted

This ____ day of _____, 2022

This ____ day of _____, 2022

CITY OF CORPUS CHRISTI

DIG STUDIOS, INC.

By: _____

By: _____

Lee Jones, SEGD, IDSA
President/CEO

Name: _____

Title: _____



Attachment A Terms & Conditions

Additional Services other than those described above shall be performed by us when requested by the Owner, and agreed to by DIG in writing, and shall be compensated for as Additional Services according to the following hourly rates:

Principal-in-Charge	\$180.00 per hour
Sr. Project Designer/Manager	\$135.00 per hour
Project Designer	\$115.00 per hour
Designer/Production	\$105.00 per hour
Jr. Designer/Production	\$ 95.00 per hour

Revit Deliverable - The only documents that DIG can produce in Revit are the project's Signage Location Plans. No additional fees will be required if the Signage Location Plans are developed using Revit 2015 or CADD 2015. DIG is capable of accepting and modifying either platform. No other project deliverables lend themselves to the Revit system as the Signage Message Schedule is a database program (FileMaker); the Design Documents are created on Mac-based Adobe software as are the Contract Documents. These documents can all be provided to the Project Team as Adobe pdf files for their record copy.

Indemnification and Liability for Loss or Damages- The Owner and DIG ("Party/Parties") acknowledges and agrees, during and after the term of this Proposal, to each be solely responsible for and to bind and obligate each Party to release, acquit, forever discharge and hold harmless, save and indemnify the other Party as well as its successors and assigns, shareholders, employees, agents, representatives, officers, directors, legal representatives, attorneys, and all other persons in privity with them, from and against any and all contract obligations, debts, liabilities, losses, damages, claims, costs, lawsuits, and/or judgments, including any reasonable attorneys' and/or accounting fees, and costs of Court, directly or indirectly incurred by each Party as a result of or in connection with the Party's respective business activities as set forth under this Proposal and for all claims for direct or indirect damages to property or for injury to any person or persons caused solely by the Party's own willful misconduct, negligence (either simple or gross), or fault. Nothing in this section shall be deemed a waiver of the right to either party to pursue any legal remedies against the other for a breach of this Proposal.

DIG shall prepare all documents and things required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated and adequate for bidding and shall be in conformity and comply with all applicable law, codes and regulations. The standard of care for all professional services performed or furnished by DIG under this Proposal will be the skill and care used by members of DIG's profession practicing under similar circumstances at the same time and in the same locality. DIG makes no warranties, express or implied, under this Proposal or otherwise, in connection with DIG's services.

Payment of compensation for Basic and Additional Services and Reimbursable Expenses shall be made monthly upon receipt of correct invoices for services performed and expenses incurred. Should invoices remain unpaid for a period of thirty (30) days, DIG shall have the right to refuse to render further service and such act shall not be deemed a breach of the final Proposal. Payments to DIG under the final Proposal are due upon receipt.

Ownership of Electronic Media- The Parties hereto understand and agree that misuse (including reuse by anyone other than the Owner or Client, for whom the design documents were prepared), misinterpretation, or modifications to DIG design documents by anyone other than DIG may result in adverse consequences that DIG can neither predict nor control.



Attachment A
Page 2

Therefore, if Owner requests of DIG to deliver Design Documents in machine readable format to Owner, the Owner acknowledges and agrees to bind and obligate itself to release, acquit, forever discharge, hold harmless, save and indemnify DIG, its shareholders, officers, directors, and employees from all suits, claims, damages or liability, including, but not limited to, all expenses of litigation, court costs, and attorneys' fees arising out of, or related, to any claims in any way connected with the use, misuse, modification, misinterpretation, alteration, or reuse by others of the machine readable materials provided by DIG to Owner.

Owner further acknowledges and agrees that the foregoing indemnification applies, without limitation, to any use of the machine-readable materials on other projects, excepting only such use as may be authorized, in writing by DIG. Owner understands and expressly represents to DIG that this proposal is intended to fully indemnify DIG except in cases of DIG's sole negligence.

Termination- This Proposal may be terminated by either party upon seven days' written notice. In the event of termination, DIG shall be paid by Owner for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

Termination of this Proposal under any circumstances shall not abrogate, impair, release or extinguish any debt, obligation or liability of either of the Parties to the other which may have accrued or been incurred hereunder. All covenants and proposals of the Parties, which by their terms or by reasonable implication are to be performed hereunder, in whole or in part, after the termination of this Proposal, shall survive such termination.

Controlling Law- This Proposal, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the State of Texas, without regard to conflict of laws.

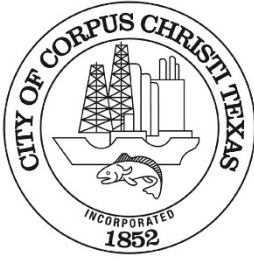
Venue for Legal Actions- For purposes of determining venue in the event that legal action is brought by either party under this Proposal, this Proposal shall be deemed performable in Houston, Harris County, Texas, in all respects, and the parties specifically agree to bring any and all legal action(s) regarding interpretation, enforcement, and/or any other aspect of this Proposal in the courts of Houston, Harris County, Texas. This Proposal, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of the United States of America and the State of Texas, without reference to the conflict of law principles of either body of law.

Complete Understanding- This Proposal constitutes the complete and entire proposal between the Parties hereto and no statement, representation, warranty or covenant has been made by either of the Parties with respect to this proposal except as expressly set forth herein.

Modification- This Proposal shall not be altered, modified, amended or terminated (other than in accordance with the provisions hereof) except by a written instrument signed by the authorized representatives of each Party.

Non-Waiver- No failure by DIG to take action on account of any breach or default by the other party of any terms and provisions of this Proposal shall operate as a waiver of such default or breach nor constitute a waiver of any other breach or the performance required by the other party hereunder.

ATTACHMENT B - PRICING SCHEDULE



CITY OF CORPUS CHRISTI Pricing Form CONTRACTS AND PROCUREMENT

WAYFINDING GRAPHIC DESIGN SERVICES

DATE: 5/10/2022

D|G Studios

PROPOSER

DocuSigned by:

Lee Jones

AUTHORIZED SIGNATURE

ITEM	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1.0	Wayfinding Graphic Design Services associated with a City-Wide Master Wayfinding Plan	18 Months	Lump Sum	\$50,000.00***

ATTACHMENT C – INSURANCE AND BONDS REQUIREMENTS

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

BOND REQUIREMENTS:

No bonds are required for this Service Agreement.

2021 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

ATTACHMENT D - WARRANTY

No warranty is required for this agreement.