

AMENDMENT TO SERVICE AGREEMENT – 4163

November 2, 2022

Revised January 26, 2023

DIG Studios, Inc. ("Contractor") has been requested to provide additional Phase I Implementation services under the Wayfinding Graphic Design Agreement, executed May, 2022.

Scope of Work

Phase I Implementation is defined by a preliminary fabrication and implementation budget of \$400,000. The Contractor works with the City to determine the Sign Types, and Quantities, to be specifically addressed. The Contractor provides Design, Contract Documentation, Bid Assistance, and Contract Administration services only for Phase I Implementation Sign Types and Quantities.

Scope of Services

The following tasks are provided for the project. The work is performed concurrently within Phase I Implementation addressing the Scope of Work as a whole and does not assume an incremental approach to the delivery of services. If the City chooses an incremental approach to the project (by sign type, etc.) that causes a duplication of tasks, Additional Services may be required.

The Contractor provides all Project document as Adobe pdf files for ease of record keeping and printing. The Contractor also provides native Adobe Creative Suite files, InDesign, Illustrator and/or PhotoShop of final Deliverables based on the file format of the deliverable (i.e., .ai files for Illustrator, and .indd for InDesign and .jpg for PhotoShop). Message Schedules are created using FileMaker software package and the Contractor also provides the native FileMaker files of the Message Schedule as well as the reformatted Message Schedule which is used during the Contract Administration phase. The Consultant is not responsible for providing the FileMaker Software application as it is a licensed software program. Design and Contract Documents are formatted as 11"x17" pages.

The following additional Phase I Implementation services are provided by the Contractor:

Task I/Phase I Implementation Programming/Final Design Documents

1. Implementation Programming Documents are prepared focusing on the development of Implementation specific Signage Location Plans and a corresponding Signage Message Schedule. In order to develop these documents, the Contractor conducts a site survey to document sight lines, confirm preferred vehicular circulation patterns and create a photographic database of existing conditions. During this trip, the Contractor also conducts an In-Person meeting with the City providing project updates. **(Phase I Implementation Site Visit – In-person Meeting - Meeting #1)**
2. Using the Signage Master Plan and preliminary Programming information, the Contractor develops quantities for each of the individual sign types. Next, using the details contained in the Master Plan for each sign type, the Contractor develops a final Design package for Phase I sign types. The Contractor also coordinates with a Signage Fabricator to develop a Phase I Implementation Fabrication-specific Budget and Schedule.

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3. The Contractor facilitates a Web-based Meeting with the City to review the Design package, the preliminary Programming documents and the Signage Fabricator's budget for approvals prior to moving into a Contract Documentation process. **(Phase I Implementation Programming, Design and Budget Review Web-based Meeting – Meeting #2)**

Task I/Phase I Implementation Programming/Final Design Documents Deliverables:

- Updated Project Schedule
- Final Design Development Package for Phase I Implementation
- Updated Fabrication Budget for Phase I Implementation
- Phase I Implementation Preliminary Programming Documents - Signage Location Plans and Signage Message Schedules

Task II/Phase I Implementation Contract Documents/Bid Suitable Documents

1. Following the Client's approval of the budget and schedule, the Contractor prepares Contract Documents to include specifications, plans, elevations, details, material and fabrication specifications for Phase I Implementation sign types.
2. The Contractor also updates the Programming documents (Signage Location Plans and Signage Message Schedules) based on Phase I Implementation. Production of map graphics artwork files, if determined to be part of Phase I Implementation, are not in the scope of the project.
3. A final cost estimating occurs including any recommendations on maintenance and the City's in-house capabilities. Design time and fabrication costs for the production of mock-ups and/or prototypes is not in the scope of the project. Services can be provided under a separate agreement.
4. The Contract Documents package also includes a Graphics Bid Manual detailing quantities of sign types, the required minimum material performance specifications, industry standard terms and conditions of work delivery, bid schedule, and other bid submittal requirements. The City is responsible for providing any City of Corpus Christi specific requirements to the Contractor, electronically, for inclusion in the Bid Manual if needed.
5. A final review of the documentation package by the City occurs (65% and 95%) including a final code review and budget update. The Contractor is not responsible for approving messaging copy. Changes incorporated into the copy during subsequent phases is an Additional Service. The purchase of thematic artwork, specialized fonts or stock photography if required, are considered a project reimbursable expense. The Contractor participates in one Web-based meeting for each review to receive the City's comments. **(City Phase I Implementation Web-based Contract Documentation Review Meetings – Meetings #3 and #4)**
6. The final bid package is released to the City electronically using Adobe Acrobat pdf files.

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Task II/Phase I Implementation Contract Documents/Bid Suitable Documents Deliverables:

- Phase I Implementation Contract Documents Package for Review (65% and 90%)
- Phase I Implementation Final Programming Documents - Signage Location Plans and Signage Message Schedules
- Final Contract Documents (100%)
- Bid Manual with listing of DIG Recommended Signage Fabrication Bidders to receive Bid Package
- Bid Tabulation Form

Task III/Implementation Bid Assistance

1. The Contractor reviews with the City a list of the Contractor's pre-qualified Signage Fabricators. It is the responsibility of the City to ensure that the Bid package and the procurement process are compliant with the City's requirements. If Bid Package needs to be modified to meet the requirements for the City's procurement process, additional services may be needed to comply.
2. Proposal assumes the City releases and manages the procurement of Signage Fabrication Contractor services, with assistance from the Contractor. Such as, during the bidding process, the Contractor provides clarification to bidders and responds to questions, as well as assists in the evaluation and assessment of the bids.
4. The Contractor prepares a written analysis of the bid submittals for the City and makes recommendations as appropriate.
4. The Contractor assists the City in the agreement negotiations with the selected Signage Fabrication Contractor ("Signage Fabricator") consistent with the Contractor's professional experience in the purchase of comprehensive Wayfinding Graphic programs. Fee Proposal assumes the selection of a single Signage Fabricator.

Task III/Implementation Bid Assistance Deliverables:

- Bid Analysis in the Form of a Bid Tabulation Chart

Task IV/Implementation Contract Administration

1. Throughout this phase, the Contractor works closely with the City in the implementation of the approved program by reviewing and approving shop drawings, material samples and other required submittals. The Contractor also reviews the Signage Fabricator's copy layouts prior to forwarding them on to the City for review and approval.
2. Prior to installation, the Contractor conducts an on-site review of the Phase I Implementation project area with the Signage Fabricator to further coordinate installation activities, provide any clarifications as required and to confirm existing conditions. **(Site Visit #2 – Walk-thru with Signage Fabricator)**

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3. The Contractor assists in the review of Change Orders and the Signage Fabricator’s schedule reports related to the Contractor’s services verifying accuracy. The Contractor coordinates all work through the City and Signage Fabricator, as required. The Contractor reviews the work of the Signage Fabricator for quality control issues and issues clarifications, as well as responds to RFIs, as required.
4. The Contractor also conducts two (2) additional on-site observations of the installed signage to review of installed signage and to coordinate punch list activities. The first visit serves to document a punch list of corrective actions and the second site visit serves to complete the punch activities and also serves as a follow-up. **(Punch List Site Visits #3 and #4)**
5. The Contractor prepares and maintains punch lists as the installation progresses to verify acceptance of the corrected work. During the punch list process, the Contractor coordinates with the City on the status of corrective work items.
6. Prior to the Contractor’s approval of Signage Fabricator’s final invoice, the Contractor requires that the Signage Fabricator provide photographic evidence that all remaining punch list items have been corrected. A final sign-off of the project culminates the Contractor’s services under this Contract and Amendment.

Task IV/Implementation Contract Administration Deliverables:

- Record Set of Shop Drawing Packages as Reviewed and Approved by DIG
- Record Set of Punch List Items, from both On-Site Observation Site Visits, in the form of a Reformatted Message Schedule to include notes and photographic evidence, when available
- Record Set of DIG Approved Photographic Evidence of Punch List Items final Corrections.

Compensation

Based on the Contractor’s projections of personnel and skills required for the above referenced Scope of Work, the Contractor proposes the following fees, to be billed monthly on a percent complete basis. Although the Contractor cannot guarantee Reimbursable Expenses, an estimate for them has been provided. This proposal contains compensation for the Contractor’s services only. Unplanned project down time in excess of 12 calendar weeks may result in professional fee increases to compensate for unplanned project restart activities. Terms and Conditions are as outlined in the base Contract.

Task	Manhours	Fee	Estimated Reimbursable Expense
Task I/Implementation Programming/Design	146	\$18,980	
Task II/ Contract Documents	88	11,440	
Task III/Bid Assistance	24	3,120	
Task IV/ Contract Administration	96	12,480	
Project Total	354	\$46,020	\$10,000

This Agreement as amended is for an amount not to exceed \$106,020.00, including fees already paid for service provided. The contractual not to exceed amount includes reimbursable expenses.

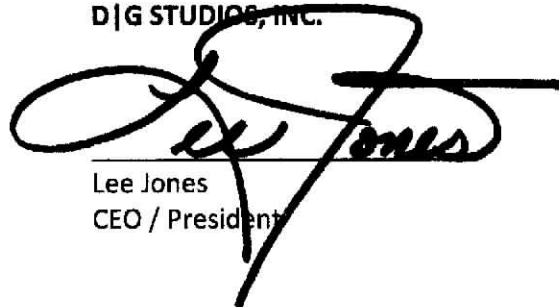
AMENDMENT EXECUTED by the PARTIES, both of which hereby represent that the signatures to this AGREEMENT, below, are of those persons with the capacity and authority to legally bind the PARTIES.

CUSTOMER
CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance

Date

CONTRACTOR
D|G STUDIOS, INC.



Lee Jones
CEO / President

09 FEB 2023

Date

APPROVED AS TO LEGAL FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney