



Date 22 March 2021

To Dennis Carson, Director
Economic Development Department
City of Lafayette, IN

From Rodney Reid, President – RLR

Re **Lafayette Public Safety Facility – Signage & Wayfinding**

DESIGN SERVICES AGREEMENT

SCOPE OF WORK

RLR will provide professional design services for the new Lafayette Public Safety Facility (LPSF) and parking garage in Lafayette, Indiana. The work consists of the planning and design of a system of signage devices for identity and wayfinding to inform, direct, and offer a sense of comfort for visitors, police, and City staff throughout the facility and parking garage. RLR will develop a wayfinding strategy that considers access points, key destinations, and vehicular/pedestrian traffic control. We will also establish a visual vocabulary with typography, color, finish materials, and branding graphics, that embodies the LPSF image and culture. Our scope includes creating a family of site, garage, exterior, and interior elements that may include: garage/parking markers, building entrance identification, interior building directories, directional panels, space/room identity, regulatory signs, etiquette signs, authorized access, and incidental messages.

The Scope of Work will be performed in the following design phases. Each phase will proceed based on City of Lafayette input and approval.

Phase 1 - Design & Design Development

- 1.1 Meet with LPSF stakeholder, architect, and other design consultants and/or user groups to review objectives and discuss required signage for site and buildings.
- 1.2 Review architectural plans to determine specific destinations, routes of circulation, and user decision nodes. Determine any applicable sign ordinances and ADA requirements for all signs.
- 1.3 Establish the design aesthetic, standard typefaces, and branding for the overall signage system.
- 1.4 Create a list of terminology and abbreviations for use on signage that is preferred by LPSF.
- 1.5 Develop detailed location plans with sign tags for all signage devices using architect's Revit or AutoCAD base plans provided.
- 1.6 Generate sign design sketches including: general size hierarchies, colors, type font, materials, and graphic images. Present color drawings of selected signage items for approval.
- 1.7 Prepare a set of *Design Intent Documents* at 50% complete.

Phase 2 - Documentation

- 2.1 Generate drawings and illustrations of the sign system with elevations and sections for sign all types. Specify shape, size, method of attachment, typography, finishes, and construction materials.
- 2.2 Finalize sign device copy/text with LPSF stakeholders and submit sign message schedule for review and approval.
- 2.3 Submit completed location plans for final review and approval.
- 2.4 Formulate Division 101400 signage specification document in an 8.5" x 11" format.
- 2.5 Prepare *Design Intent Documents* and submit at 95% and 100% complete (suitable for bidding).



Phase 3 - Artwork Production

- 3.1 Art Creation/Manipulation – Create illustrations and detailed artwork for graphics and make alterations to photograph materials for use on theming elements.
- 3.2 Image Scans – Prepare and scan illustrations and photographs in a high-resolution digital format.
- 3.3 Acquisition of Copyrights and Licenses – This activity includes electing and purchasing Use licenses for art, photography, and illustrations.

Phase 4 - Construction Administration

- 4.1 Prepare bid documents in conjunction with project architect and/or general contractor.
- 4.2 Provide Owner with a list of qualified signage contractors for use in pricing or bidding.
- 4.3 Interpret *Design Intent Documents* (at pre-bid meeting) and prepare addendums as necessary.
- 4.4 Assist in evaluating bids, selecting a sign contractor, and conducting value engineering sessions.
- 4.5 Review selected sign contractor’s shop drawings, patterns, product data, and sample submittals for visual conformance to design intent. Make 3 site visits for installation review and observation.

Deliverables

Design Presentation – Provide visual graphics, renderings and drawings for presentation. Show alternative aesthetic signage approaches for selection.

Design Intent Documents (DID) – A set of documents including design drawings, details, specifications, and message schedule for signage devices suitable for bidding. Prepare DID as an Adobe Illustrator (AI) file in an 11" x 17" format, uploaded and suitable for integration into contractor’s bid documents.

Bid Form – Provide sign list form for use in bid process.

Punch List – Provide an active question/comment document in a spreadsheet format listing issues and resolutions during CA phase.

OPTIONAL SERVICES

A. Develop *Design Intent Documents*, suitable for bidding, for law enforcement interpretive exhibit.

SCHEDULE / MEETINGS

RLR will develop a project schedule that is in line with the LPSF construction schedule for completion of the project. During the course of this engagement, RLR expects to have monthly meetings for presentation, progress, and review.

COMPENSATION

RLR proposes the following fees plus reimbursable expenses for the above Scope of Work. Ownership of final design and artwork will be released to the City of Lafayette after receipt of final payment.

<i>Phase 1 – Design & Design Development</i>	\$27,000.00
<i>Phase 2 – Documentation</i>	\$21,000.00
<i>Phase 3 – Artwork Production</i>	\$16,000.00*
<i>Phase 4 – Construction Administration</i>	\$12,000.00
Design Fees	\$76,000.00

*Based on areas identified in the currently proposed branding floorplans.

Expenses attributable to the execution of services may include the following items. These expenses will be invoiced at 1.10 times our direct cost. Estimates based on our current understanding of the project.



A. Reproductions and copies	\$200.00
B. Material prototypes and samples	\$100.00
C. Font libraries and proprietary software licenses	\$300.00
D. Travel (3 trips x 124.60 miles round-trip)	\$220.00

Reimbursable Expense Estimate \$620.00
TOTAL FEES & EXPENSE ESTIMATE \$76,620.00

ACCEPTANCE

Authorized for
RLR Associates, Inc.:

03/22/2021

Signature

Date

Rodney Reid

President

Name (Printed)

Title

Authorized for
Lafayette Redevelopment Commission:

Signature

Date

Name (Printed)

CITY OF LAFAYETTE, INDIANA

**STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS**

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.
2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.
3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.
4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
 - A. General Liability (including automobile) – combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant’s insurance shall be written on a “primary” basis and the City’s insurance program shall be in excess of all of Consultant’s available coverage.
 - B. Worker’s Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.
 - C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
 - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.
5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.
6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 25th day of March, 2021.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Shelly Henriott, Vice President

T.J. Thieme, Secretary

Jim Terry

ATTEST:

Dave Moulton

Josh Loggins