



104 Broadway Street
Carnegie, PA 15106
V. 412-429-4071
F. 412-429-4074

thekmagroup.com

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

Project Data	Roadway and Pedestrian Wayfinding System
Date	January 26, 2018
Design Consultant ["Designer"]	Kerestes-Martin Associates, Inc. (dba KMA Design) 104 Broadway Street Carnegie, PA 15106 Contact: Barbara J. Martin- <i>Chief Executive Officer</i> Tel: 412-429-4071 Fax: 412-200-2275
Client	Village of Tinley Park
Owner	Village of Tinley Park 16250 S Oak Park Avenue Tinley Park, IL 60477
Project	Signage design through construction documents; including message schedule, location plans and specifications.



Designer
Responsibilities

Scope of Services

Refer to Attachment A

Project Completion

The project shall be 100% completed estimated 6 months.

Optional Services

The services listed below are optional and are available at the hourly rates listed plus related reimbursable expenses. The designer shall receive 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 main agreement. For an explanation of these items, see the Menu of Possible Additional Consultation & Design Services in Appendix A.

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 an all-inclusive fee of the amount listed below.

\$61,985.00 (See Attachment A)

Hourly Rates

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

Principal-In-Charge	\$175.00
Project Director	\$150.00
Senior Project Manager	\$110.00
Project Manager	\$85.00
Project Coordinator	\$75.00
Senior Graphic Designer	\$85.00
Graphic Designer	\$65.00
Administrative	\$65.00

Reimbursable Expenses

Reimbursable expenses include both in-house charges and outside expenditures made in the interest of the project, only upon prior written approval from the Client, and beyond the project's completion.

Examples of reimbursable expenses include digital photos, materials, reproductions, photocopies, laser prints, disks, scans, computer output, long-distance telephone charges, faxes, expressage, mileage at 0.50¢/mile, parking, travel, out-of-town meals and lodging.

Costs of services such as fabrication of models or mock-ups, renderings, printing, conventional or digital artwork/photography/illustration or retouching, whether performed in or out of house, shall also be considered reimbursable expenses.

Reimbursable and Implementation Estimates

Estimates provided at any time during the project for reimbursable expenses or implementation charges such as fabrication or installation are for planning purposes only. They represent the best judgment of the design consultants, but shall not be considered a guarantee that project bids or costs will not vary or increase.

Payment Schedule

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

Billing shall occur more frequently than every thirty (30) days. 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 ninety (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 4 weeks or more, not attributable to any action or inaction of the designer, 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. The restart fee shall only be applicable to a suspension beyond the contemplated project completion date. In the case of project suspension, the designer shall be paid for all services performed and reimbursables expended to that date.

The designer will use his best efforts during design activities to meet the client's target dates. However, if there are delays in the project, whether caused by the client, fabricator, or others, the designer shall not be liable to the client for any expenses, lost profits or damages sustained as a result of these delays.

Terms and Conditions

Governing Law and Choice of Forum

The validity and interpretation of this Agreement shall be construed in accordance with, and governed by the internal laws of the Commonwealth of Pennsylvania. All claims, disputes or causes of action relating to or arising out of this Agreement shall be brought, heard and resolved solely and exclusively by and in a federal or state court situated in Allegheny County, PA. Each of the parties hereto agrees to submit to the jurisdiction of such courts and that the same shall be proper for all purposes of this Agreement. The substantially prevailing party in such matter shall be entitled to its reasonable attorney's fees and costs.

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.

Ownership/Identity

All work performed shall be deemed work for hire.

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 is exempt from paying sales tax.



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 January 26, 2018 shall remain valid until December 31, 2018 and will become a binding contract when signed below by the client and design firm.

Optional Terms & Conditions

ADA Compliance

All signs shall be designed to comply with the current understanding of the Americans with Disabilities Act. However, as this act is a Civil Rights act and not a specific code, there is no definitive way to guarantee that a specific design will be judged acceptable.

Indemnification

Each party shall defend, indemnify and hold the other harmless from all suits, claims, judgments and liabilities of any kind whatsoever, including, without limitation, property damage and bodily injury or death, arising of this agreement or project due to any intentional or negligent acts, errors or omissions by itself or its agents, contractors or employees, including costs of litigation and attorney's fees.

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 designer shall name the client as an additional insured/certificate holder, as the case may be, and ensure 30 days advance written notice is given before termination, modification or expiration of the above coverages. The client may request certificates of insurance as evidence of coverage.

Project schedule

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

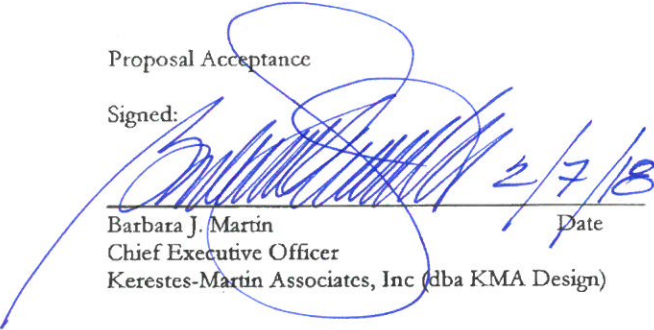
Records

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



Proposal Acceptance

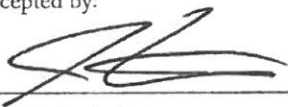
Signed:


Barbara J. Martin
Chief Executive Officer
Kerestes-Martin Associates, Inc (dba KMA Design)

Date

2/7/18

Accepted by:


Jacob C. Vandenberg
Village President
Village of Tinley Park, IL

Date

2/6/2018



APPENDIX A

Menu of Possible Additional Consultation & Design Services:

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.

Electronic Signs

Planning, design or documentation of electronic signs or components, computer-driven, video or interactive devices and their accompanying software and hardware.

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.

Tenant Criteria

Sign guidelines for tenants or other third parties.

Utility Coordination

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

Village of Tinley Park

I. Develop a Wayfinding Plan/Conceptual Design for the Village of Tinley Park

Item	Description	\$150.00 PIC	\$120.00 PD	\$110.00 SPM	\$85.00 PC	\$85.00 SGD	\$75.00 GD	Subtotal Hours	Subtotal Costs
1	Review History of the community	3		2	4	2	3	14	\$ 1,405.00
2	Kick off meeting to define wayfinding system goals, budget and schedule	4		4	4	4	4	20	\$ 2,020.00
3	Complete photographic inventory of existing signage		4	5	5		5	19	\$ 1,830.00
4	Document existing conditions of signage		4	4	4		4	16	\$ 1,560.00
5	Distribute surveys to all stakeholders	0.5	0.5	0.5	1			2.5	\$ 275.00
6	Assess feedback from surveys	1	1	1	18	2		23	\$ 2,080.00
7	Recommend existing signage that should be removed, replaced, relocated and/or consolidated	1		3	5	6		15	\$ 1,415.00
8	Review existing infrastructure studies and other relevant documents		4		5		5	14	\$ 1,280.00
9	Review and organize guidelines from local ordinances, zoning codes, etc.	1	1	4	8	4		18	\$ 1,730.00
10	Identify routes that will be effected by changes to future construction and circulation plans				4			4	\$ 340.00
11	Define nomenclature, terminology and hierarchy to describe districts, destinations, and directional wording	1		4	6	4	8	23	\$ 2,040.00
12	Create preliminary location plan and message schedule as part of recommendations		1	1	6	3	8	19	\$ 1,595.00
13	Prepare project area analysis document		1	4	4		10	19	\$ 1,650.00
14	Present project area analysis to Village of Tinley Park	3	3	3	3	3		15	\$ 1,650.00
15	Village of Tinley Park approval to proceed				4			4	\$ 340.00
16	Assess architectural elements, materials and themes to develop design aesthetics for the signage	1		2	6	4	5	18	\$ 1,595.00
17	Review Village of Tinley Park seal/branding standards	1		4	4	4	6	19	\$ 1,720.00
18	Further prepare preliminary location plans with proper GPS coordinates for proposed signage locations. Site checks will occur to note any problems with conditions of sign locations.		1	2	8	1	8	20	\$ 1,705.00
19	Further prepare preliminary message schedule			2	8	2	2	14	\$ 1,220.00
20	Create list of sign types	1	1	2	1	4	6	15	\$ 1,365.00
21	Create up to three (3) design concepts	2	2	2	5	8	26	45	\$ 3,815.00
22	Prepare design package	1	1	4	4	4	10	24	\$ 2,140.00
23	Present design package to the Village of Tinley Park	2	2	2	2	2		10	\$ 1,100.00
24	Village of Tinley Park approval of a single design concept	3	3	3	3			12	\$ 1,395.00
25	Modify and develop the chosen design scheme for all sign types	1		2	4	3	12	22	\$ 1,865.00
26	Begin coordination with local regulatory agencies and IDOT	1	1	3	6	1	4	16	\$ 1,495.00
27	Prepare full-scale mock-ups, samples and prototypes for scale, visibility and materials	1		3	4	5	12		\$ 2,145.00
28	Update location plans and message schedules accordingly	1			6	2	10	19	\$ 1,580.00
29	Village of Tinley Park approval	3		3	3			9	\$ 1,035.00
Totals:		32.5	30.5	69.5	145	68	148	468.5	\$ 45,385.00
Totals:		32.5	30.5	69.5	145	68	148	468.5	\$ 45,385.00
									Estimated Expenses: \$ 16,600.00
									Not To Exceed Total: \$ 61,985.00



ATTACHMENT A

Estimated Expenses	
Site Visit #1	
	Subtotal
Travel	\$ 2,600.00
Prints and Miscellaneous	\$ 500.00
	\$ 3,100.00
Site Visit #2	
Travel	\$ 2,100.00
Prints and Miscellaneous	\$ 500.00
	\$ 2,600.00
Site Visit #3	
Travel	\$ 2,100.00
Prints and Miscellaneous	\$ 500.00
	\$ 2,600.00
Site Visit #4	
Travel	\$ 2,600.00
Prints and Miscellaneous	\$ 500.00
	\$ 3,100.00
Site Visit #5	
Travel	\$ 2,100.00
Prints and Miscellaneous	\$ 500.00
	\$ 2,600.00
Site Visit #6	
Travel	\$ 2,100.00
Prints and Miscellaneous	\$ 500.00
	\$ 2,600.00
Estimated Expenses	
	\$ 16,600.00