

CONTRACT

THIS CONTRACT, entered into this 29th day of January, 2016, by and between the CITY OF CLEARWATER, a Florida municipal corporation, hereinafter referred to as "City, " P.O. Box 4748, Clearwater, Florida 33758 and Found Design LLC (d.b.a. MERJE), a *Pennsylvania*, corporation, hereinafter referred to as "MERJE," 120 N. Church Street, Suite 208, West Chester, PA 19380.

WHEREAS, the City desires to engage the services of MERJE, a qualified professional firm, to provide environmental graphic and design services for a Wayfinding and Signage Master Plan for the U.S. 19 Corridor (the Corridor) in order to strengthen the brand identity of the Corridor, identify key destinations along the Corridor, help drivers better navigate the controlled access highway and frontage roads and direct pedestrians, bicyclists and transit users in the area; and

WHEREAS, MERJE agrees to prepare a wayfinding analysis and schematic design for the Corridor; NOW THEREFORE, in consideration of the promises stated herein, the City and MERJE mutually agree as follows:

1. **SCOPE OF PROJECT.**

MERJE agrees to provide *planning and design services*, under the terms and conditions set forth in Request for Qualification (RFQ) No.65-15, U.S. 19 Corridor Wayfinding and Signage Master Plan, and MERJE's scope of work dated December 17, 2015, described in attached **Exhibit A – Scope of Work**.

2. TIME OF PERFORMANCE.

The initial Contract Term shall commence on 1/29/16 and end 5/15/16. The City reserves the right to extend the terms of this contract provided; however, the City shall give written notice of its intent to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

3. COMPENSATION.

The City will pay MERJE a sum not to exceed \$64,295.00 as described in attached **Exhibit B – Fee Schedule**, inclusive of all reasonable and necessary direct expenses. The City may, from time to time, require changes in the scope of the project of MERJE to be performed hereunder. Such changes, including any increase or decrease in the amount of MERJE's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and MERJE shall be effective when incorporated in written amendment to this Contract.

4. METHOD OF PAYMENT.

MERJE's invoices shall be submitted to the City for approval for payment with Net 30 terms. The City agrees to pay after approval under the terms of the Florida Prompt Payment Act F.S. 218.70.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. NOTICES AND CHANGES OF ADDRESS.

Any notice required or permitted to be given by the provisions of this

Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

MERJE

City of Clearwater

John Bosio
Name

Gina L. Clayton
Name

Principal

Assistant Director, Planning and
Development

Title

Title

120 N. Church St., Suite 208
West Chester, PA 19380
Address

P.O. Box 4748
Clearwater, Florida 33758
Address

484.266.0648
Telephone #

727.562.4587
Telephone #

jbosio@merjedesign.com
email

gina.clayton@myclearwater.com
email

6. TERMINATION OF CONTRACT.

Termination by the City is pursuant to RFQ No.65-15 Exhibit C, Terms and Conditions.

7. INDEMNIFICATION AND INSURANCE.

MERJE agrees to comply with all terms, provisions, and requirements contained in RFQ No.65-15, U.S. 19 Corridor Wayfinding and Signage Master Plan, made a part hereof as if said document were fully set forth at length herein. Nothing contained herein shall be construed as a waiver of any immunity from or

limitation of liability the City may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

8. PROPRIETARY MATERIALS.

The Parties understand that the City of Clearwater is an agency subject to Florida's expansive public record laws, which are found in chapter 119, Florida Statutes. MERJE, as the City's contractor, will be required to comply with section 119.0701, Florida Statutes, to specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Clearwater in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City of Clearwater would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Clearwater all public records in MERJE's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Clearwater in a format that is compatible with the information technology systems of the City of Clearwater.

Both parties understand that pursuant to Florida Statute section 812.081(1)(c), "trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes any scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty,

invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage , over those who do not know or use it when MERJE, as the Disclosing Party, takes measures to prevent it from becoming available to persons other than those selected by the Disclosing Party to have access thereto for limited purposed.

Documents containing trade secrets as defined herein and as may be amended by Florida Statutes shall be stamped "confidential" so as to let the City, as the Receiving Party know to exempt from public access. The City, as the Receiving Part shall retain all documents as required by chapter 119, Florida Statutes . If trade secret information is provided and scuh documents are Marked "confidential," then the City shall exempt such documents from public access and make such documents confidential.

Upon receipt of payment, all ownership of the design transfers to the City Of Clearwater for use as part of the wayfinding program within the City limits of Clearwater. The designs funded by and created for the City are unique and Cannot be repurposed in another way or location without permission of MERJE. The design shall not be sold or used by a third party without written consent by MERJE.

9. INTERESTS OF PARTIES.

MERJE covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict

in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. CONFORMANCE WITH LAWS.

MERJE agrees to comply with all applicable federal, state and local laws during the life of this Contract.

11. ATTORNEY FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

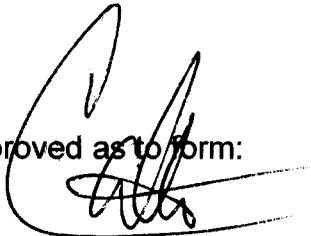
12. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date set forth above.

CITY OF CLEARWATER, FLORIDA

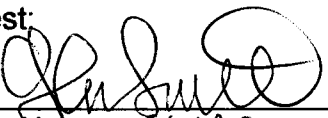
By: William B. Horne II
William B. Horne II
City Manager

Approved as to form:

Camilo Soto
Assistant City Attorney

Attest:
Rosemarie Call
Rosemarie Call
City Clerk



Attest:


Print Name: GLEN SWARTZ
Secretary

MERJE

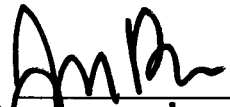
By: 
Print Name: JOHN BOSIO
Title: Principal

EXHIBIT A: SCOPE OF WORK / PHASE 1

CLIENT: CITY OF CLEARWATER
PROJECT: U.S. 19 CORRIDOR WAYFINDING AND SIGNAGE MASTER PLAN
DATE: December 17, 2015

MERJE will utilize a 2- step approach for Phase 1 of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to this project.

Client Responsibilities:

1.1 Appointment of a sole representative with full authority to provide or obtain any necessary information and approvals required by MERJE.

1.2 Coordination of the decision-making process with parties other than with MERJE.

1.3 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.

1.4 Timely provision of accurate and complete information and materials requested by MERJE, such as site plans, building plans and elevations, utility locations, color/material samples and all applicable code information.

1.5 Final proofreading and written approval of all project documents including map artwork, graphic patterns, graphic layouts, message schedules, sign location plans and design drawings before their release for fabrication or installation. In the event that the client has approved work but errors, such as typographic errors or misspellings, remain in the finished product, the client shall incur the cost of correcting such errors.

1.6 Arranging for the documentation and implementation of all electrical, structural or mechanical elements needed to support, house or power signage; coordination of sign installation with other trades.

1.7 Bid solicitation and contract negotiation. Establishment of final pricing and contract terms directly with fabricators or vendors.

1.8 Establishment of specific invoicing procedures for the MERJE, which will ensure timely payments.

MERJE's Responsibilities:**PHASE I: WAYFINDING ANALYSIS & CONCEPTS****Step 1 Discovery**

- Task 1.1 Review existing relevant documents and planning work accomplished to date by City Staff. This may include; City/District Master Plans, Branding Initiative / Graphic Standards, Urban Design Standards, etc.
- Task 1.2 Kick Off meeting with Steering Committee (Trip #1). Meeting topics shall include:
- Project Introduction
 - Scope of Work
 - Approval Processes
 - Project Goals and Issues
 - Destination List
 - Next Steps
- Task 1.3 Develop criteria for destination inclusion, including designations, main attractions, districts, historic sites, parks, government facilities, etc. Develop Destination List and determine terminology (or abbreviations) necessary for each destination/attraction.
- Task 1.4 Tour and photograph project area. (Trip #1)
- Task 1.5 Conduct interviews with select stakeholders to review wayfinding issues. See Attachment #1, Stakeholder Guidelines, describing which representatives should be invited, quantity of meetings and meeting format.
- Task 1.6 Based on interviews and industry standards, MERJE shall provide a Wayfinding Assessment document that outlines issues and recommendations for the following wayfinding tools:
- Digital Opportunities (websites, mobile tools, download info, etc.)
 - Landmark Elements
 - Vehicular: Gateways, Vehicular Directional, Parking, Arrival Signs, etc.)
 - Pedestrian Signage
 - Orientation Map
- Task 1.7 Develop a project budget and identify public and private financial resources for the fabrication, installation and maintenance of the system. Outline Phasing Plan.
- Task 1.8 Present Wayfinding Analysis to Steering Committee (Trip #2)

Step 2: Schematic Design

- Task 2.1** Analyze architectural/historic elements, including, imagery of the city, marketing materials and additional information needed to formulate sign design concepts. Review Branding information and background gathered by NorthStar Destinations (during the recent branding project)
- Task 2.2** Prepare 3 design options for 5 – 7 sign types that represent the general basis of design for each concept.
- Task 2.3** Preliminary budget for fabrication and installation of the signage system. Develop Phasing Plan for priority sign types
- Task 2.4** Present preliminary findings and recommendations to Steering Committee and Stakeholders (Also see Schematic Design Presentation) (Trip #2). The Wayfinding Analysis information and Schematic Design concepts are presented together to the different groups as outlined. (Steering Committee and Stakeholders). This Wayfinding Master Plan Report may include the following:
- Introduction
 - Wayfinding Tools (Pre-Arrival, In-Place, Support Materials and Signage)
 - Wayfinding Analysis (Circulation, Parking, Pedestrian Issues, etc)
 - Strategies (Destination Inclusion, Budgets, Phasing, Funding and Maintenance)
 - Schematic Design Concepts
- Task 2.5** Meet with Stakeholders and city engineers, to receive feedback on proposed design concepts. (Trip #2)
- Task 2.6** Meet with general public and local merchants to receive feedback on proposed design concepts. (Includes Community Review #1) (Trip #2)
- Task 2.7** Meet with FDOT and Pinellas County to review concepts and wayfinding approach on State and Local roadways. (Trip #2)

Step 1 & 2 Deliverable Discovery: Based upon our Wayfinding Analysis, MERJE will provide a outline of existing conditions and make recommendations in the form of a written and graphic Wayfinding Master Plan Report. This report of general maps will establish the criteria upon which the sign system will be based.

Deliverable Schematic Design: A maximum of 4 formal presentations/meetings (Steering Committee, Stakeholders, Public Open House and FDOT) and 10 color copies + 1 original.

Note: Approval meetings shall be coordinated on the same day.

TRAVEL OUTLINE

To be efficient with our time, multiple tasks, meetings and presentations are accomplished during each trip.

TRAVEL	TASKS	DESCRIPTION	DAYS	STAFF
Trip #1	1.2	Kick-Off Meeting	3	2 – 3
	1.5	Tour / Photo		
	1.7	Stakeholder Interviews		
Trip #2	2.3 – 2.8	Presentations	3	1 – 2

PARTICIPANTS

There are 3 groups of participants included throughout the projects process.

Core Client Group = Group #1 (Steering Committee) and Group #2 (Stakeholders)

1. Steering Committee (8 -12 members)

The Steering Committee helps guide the program process, assist with the administrative strategies, outline primary issues, make design and wayfinding decisions and assist with formal approvals. This committee can include key City staff, such as representatives from Planning, Parking, Economic Development, Parks/Recreation, Historic Preservation and Public Works. In addition representatives from Major Destinations, Business Improvement Areas, Public Transit, Tourism Bureau or Visitors Center. You may also choose to have a representative from FDOT on this Committee.

This group meets 4 – 6 times through the project process

2. Stakeholders

This is a much larger group that can be identified in the following categories

A. Destinations: These are representatives from the destinations and attractions included in the system think of this is primarily the organizations that will actually be listed on the signs.

B. Approving Agencies: Any Department, Commission or government entity that will have to provide a certain level of approval to the project, (including Phase IV implementation). This may include FDOT, County Engineers, City Engineers, Historic Commission (State and Local)

C. Interested parties: this includes representatives of groups or individuals who can offer valuable information or insight into specific issues associated with the project. Examples include: local business groups, neighborhood groups, Advocates for accessibility, bicyclist or the environment, Developers, Hotel Associations or the Police Department.

Stakeholders are included in the process as a group 3 – 4 times. Individual destinations may be involved a few times more depending on individual wayfinding issues that need to be solved.

3. Community

This is the public in general, residents, downtown business leaders, neighborhood groups, etc.

The community is invited to 2-3 public presentation during the process and are also invited to City Council presentations and/or other official public hearings.

POTENTIAL ADDITIONAL SERVICES / ITEMS NOT IN CONTRACT

The following items are potential additional services, and if authorized by City of Clearwater, a separate proposal can be developed to address a specific project requirement.

Phase 2 Tasks: Including Programming (Sign Location Plans / Message Schedule), Design Development, Documentation and Construction Administration.

Time and Fees associated with the design and documentation of gateways for Downtown and individual Districts is based on a reasonable sign structure or simple architectural element. If it is determined that a complex gateway structure is required, additional fees may be required.

Structural, Electrical and/or Civil Engineering is not included.

Landscape Design, Site Planning, Lighting design and/or Public Art design is not included.

Additional Destinations / Sign Quantity: This proposal is based on 25 – 35 destinations and 180 total signs. Wayfinding is considered to the “front door” of the destination’s building or campus.

Additional Presentations and Travel: Meetings/Presentations to parties outside the core client group (as outlined in the Scope of Work Meeting Outline) such as Art Commission, Historic Commission, Planning Board, etc. Preparation of additional presentation materials for such meetings. These presentations will be billed on an hourly basis as requested. In addition the following is not included;

Meetings beyond those outlined in this Scope of Work

Travel to Clearwater, beyond the 2 trips outlined in this Scope of Work for Phase 1

Additional Consultation and Design, as described below;

- Design of a unique logo or identity for the City of Clearwater.
- Individual Interpretive Signage for historic sites, buildings or district
- Historic Markers or special historic walking tour signage
- Print material design (brochures, etc.)

- Design / Documentation of wall murals or other graphics outside a typical wayfinding program.
- Inventory and/or Removal Plan for existing signs

- Special Presentation Materials beyond those outlined above.
- Content development for Digital Tools, Web Sites or Mobile Phone Apps or other technologies
- Development of City of Clearwater Base Maps
- Documentation and Specification of Highway Signage

Implementation of Digital Components: Content Management, Prototyping, software-powered interactions and testing, digital specifications; including screen proportions, resolution, depth, accessibility, ventilation, weather-proofing, electricity, networking, and maintenance.

File Formats for Deliverables

The city shall be provided digital copies of all work products. This may include, photos, plans, diagrams, sign location plans, message schedules and/or drawings. All final deliverable documents will be available in PDF formats.

The following programs/file formats will be utilized for the various deliverables. Core files will be available to the City at the approval and completion of each phase and its associated deliverable.

Wayfinding Analysis and Concept Plan

Graphics, maps, charts, etc.: Adobe Illustrator

Booklet/Report: Adobe InDesign

Wayfinding Master Plan

Graphics and Sign Designs: Adobe Illustrator

Booklet/Report: Adobe InDesign

Programming (Sign Location Plans): Adobe Illustrator / Google Maps

Programming (Message Schedule): MS Excel

Wayfinding Graphics Manual

Sign Documentation Adobe Illustrator,

Documentation (book format) shall be Adobe InDesign

Technical Specifications Booklet: MS Word / Adobe InDesign

December 17, 2015

EXHIBIT B

Ms. Gina L. Clayton
Assistant Planning and Development Director
100 S. Myrtle Ave.
Clearwater, FL 33756

**RE: COMPENSATION FOR CITY OF CLEARWATER U.S. RTE 19 CORRIDOR
WAYFINDING PROGRAM**

Dear Gina,

Thank you for considering MERJE, api(+) and George Young, Inc. for the design and planning of the City of Clearwater U.S. Rte. 19 Corridor Wayfinding Program.

I hope you have found the Scope of Work to be reflective of your requirements and expected deliverables of the system. We are deeply appreciative of this opportunity and based on the scope of the project, your requirements, and the services outlined in our Project Approach, we propose the following Compensation:

PHASE I. WAYFINDING ANALYSIS

1. Wayfinding Analysis	\$ 32,575
2. Schematic Design	\$ 23,720
Reimbursables	<u>\$ 8,000</u>
PHASE 1 (NOT TOT EXCEED) TOTAL	\$ 64,295



Reimbursable Expenses

Reimbursable expenses related to the travel outlined in the Scope of Work are included in the Total Not To Exceed Fee outlined above. The expenses will be billed to the client at 1.10 times the expenses incurred by MERJE and our consultants in the interest of the project. These expenses include, but are not limited to: CADD machine plots, photocopies, travel, airfare, lodging, meals, fares, tolls, auto rental, parking, facsimiles, art materials, typesetting, first-class mail, special overnight mail and delivery services, long distance telephone calls, and messenger services.

Payment

You will be billed monthly for services rendered, and payment will be due upon receipt of the invoice.

Additional Services

The following items are potential additional services, and if authorized by City of Clearwater, a separate proposal can be developed to address a specific project requirement.

Phase 2 Tasks: Including Programming (Sign Location Plans / Message Schedule), Design Development, Documentation and Construction Administration.

Time and Fees associated with the design and documentation of gateways for Downtown and individual Districts is based on a reasonable sign structure or simple architectural element. If it is determined that a complex gateway structure is required, additional fees may be required.

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- Special Presentation Materials beyond those outlined above.
- Content development for Digital Tools, Web Sites or Mobile Phone Apps or other technologies
- Development of City of Clearwater Base Maps
- Documentation and Specification of Highway Signage

Implementation of Digital Components: Content Management, Prototyping, software-powered interactions and testing, digital specifications; including screen proportions, resolution, depth, accessibility, ventilation, weather-proofing, electricity, networking, and maintenance.

EXHIBIT C: PHASE 1 SCHEDULE
CLIENT: CITY OF CLEARWATER
PROJECT: U.S. 19 CORRIDOR WAYFINDING AND SIGNAGE MASTER PLAN
DATE: December 17, 2015

PHASE 1: WAYFINDING ANALYSIS & CONCEPTS

<u>Step 1 Discovery</u>	<u>Step 2 Schematic Design</u>	<u>Timeframe</u>	<u>Est. Date</u>
Tasks 1.1 through 1.5	--	1 Week	2/8 – 2/10
Task 1.6 & 1.7	Tasks 2.1 through 2.3	4 weeks	2/15 – 3/11 *
Task 1.8	Task 2.4 through 2.7	1 week	3/14 – 3/16
Finalize Phase 1 Documents		2 Weeks	3/21 – 4/1

* A Wayfinding Analysis and Schematic Design "Preview" will take place via Web Ex a week or so prior to the presentations.