

THE CITY OF DEADWOOD, SD

DOWNTOWN PEDESTRIAN WAYFINDING

FEBRUARY 14, 2022

REVISED
FEBRUARY 28, 2022

Prepared and Submitted by:



PROPOSAL/AGREEMENT
BETWEEN CLIENT AND DESIGNER
FOR LIMITED PROFESSIONAL SERVICES

VERSION 01

CLIENT

The City of Deadwood
605- 578-2082

Contact: Kevin Kuchenbecker
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605-641-5568 c

DESIGNER

Berberich Design
Ray Berberich
605-430-5170 cell
ray@berberichdesign.com

PROJECT

City Core Pedestrian Wayfinding

Dear Kevin,

Berberich Design (*Designer*) would like to thank you and The City of Deadwood (*Client*) for this opportunity to provide professional design and consulting services for your community. The following proposal has been divided into four sections. The first section is a project overview that outlines our understanding of the project to date. Section two defines the scope of work and outlines design phases for the project. The third section describes the scope of basic services. The fourth and final section outlines compensation followed by terms for the project.

01 - PROJECT OVERVIEW

Below is a brief description of our understanding of the project to date based on our meeting on February 8th, 2022:

Having completed three phases Vehicular Wayfinding Signage for the City of Deadwood, the Designer has been asked to provide design services for new Pedestrian Wayfinding within the city core that will encompass the area along Highway 85 from Dunlap Avenue to Armory Street, all of Historic Main Street, and along Sherman Street to the entrance of the parking lot where the Mickelson Trailhead is located. A list of destinations has been defined and include:

- Adams house
- Broken Boot Gold Mine
- Old West Museum - Day's of 76
- Deadwood Welcome Center
- Historic Adams House

- History & Information Center (diorama)
- Homestake Adam Research and Cultural Center
- Mount Moriah Cemetery
- Outlaw Square
- The Brothel Deadwood
- Deadwood Carnegie Public Library
- Deadwood City Hall

The design should be part of the same family of signs that have been established by the Designer. Currently there is no budget or timeline that has been established.

02 - SCOPE OF WORK

The following is a three (3) stage proposal that will include research/analysis, design, and design documentation. The Stages below outlines and communicates our approach to the project and has been developed based on the project overview information above and our experience on similar projects.

STAGE I - RESEARCH AND ANALYSIS

During the Research and Analysis Phase we shall:

- Hold a Project Kick-off meeting with key personnel
- Establish a relationship with the client liaison
- Conduct a visual audit of the any existing pedestrian wayfinding signage for evaluation
- Interview appropriate City staff to outline the needs, goals, operational and maintenance issues for the new signage program
- Review existing circulation patterns that exist for pedestrian traffic
- Identify key destinations
- Working with the Client liaison begin to develop the project terminology & nomenclature
- Consider use of international symbols
- Begin to establish signage locations and site plans
- Begin to establish preliminary message schedule
- Photograph and document as needed

All information from Stage I shall be assembled in an electronic PDF format for review and comment by key personnel. Adjustments shall be made based on comments and observations from the Client and any noted errors shall be corrected. Upon approval Phase I shall be complete.

STAGE II - SCHEMATIC DESIGN

During the Schematic Design Phase, we shall:

- Begin developing design elements based on existing vehicular wayfinding signage and any marketing and branding materials
- Begin to define and develop pedestrian wayfinding signage that functions within the established wayfinding sign family
- Develop up to two (2) design directions using key elements that have been identified to help establish the preferred design direction that is to address the functional requirements for the project
- Begin identify project materials
- Begin identify project colors
- Develop design concepts using varying media, photo images, and /or hand drawings
- Continue to develop project terminology / nomenclature
- Continue to develop location plans & site plans
- Continue to develop message schedule

All information from Stage II shall be assembled and presented in an electronic PDF format for review and comment by key personnel. Upon approval of one design direction the Schematic Design Phase shall be complete. In the event that the initial design directions are not accepted, Designer shall provide up to one (1) additional revision to one (1) design direction as a part of this proposal. If additional revisions and/or design directions are required this work shall be considered as additional services. Upon approval Phase II shall be complete.

STAGE III - DESIGN & DEVELOPMENT

During the Design & Development Phase we shall:

- Develop to-scale color drawings for each sign type that has been identified to show overall dimensions and general material specifications that shall define the final design direction
- Finalize the visual vocabulary, colors, and materials
- Finalize project terminology/nomenclature
- Begin to finalize location/site plan
- Begin to finalize message schedule

At this time we shall assemble and present all information in an electronic PDF format for review and comment during a work-session with key personnel assigned to the project. If additional revisions and / or design directions are required, this work shall be considered as additional services.

Upon review and approval we shall finalize by:

- Developing documentation that contains complete and final drawings for each of the defined sign types
- Develop drawings that are to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions, color, and materials
- Finalize the location / site plans
- Finalize the message schedule

Final documents are to express visual design intent and are not intended for actual fabrication purposes. All drawings and information shall be completed in such a manner as to allow a qualified and competent signage fabricator to accurately bid and produce engineered shop drawings for fabrication. All information shall be assembled and presented in a PDF format for review and comment with key personnel. Final adjustments to the design package for the approved design shall be made based on the review of the Client. Any noted errors shall be corrected prior to distribution and bidding. If additional revisions and / or design directions are required this work shall be considered as additional services. Upon review and approval Stage III shall be complete.

At this time the above scope of work outlined in this proposal shall be considered complete.

ADDITIONAL SERVICES AVAILABLE UPON REQUEST

STAGE IV - FABRICATOR SELECTION / BIDDING

STAGE V - CONSTRUCTION OVERSIGHT

03 - SCOPE OF BASIC SERVICES

Using an 11" x 17" drawing format, the development of the design package(s) shall consist of black / white sketches, color sketches, computer generated color drawings, and/or referential imagery that shall illustrate the proposed design direction and ideas. Documents and other pertinent information shall be presented as an electronic PDF document for review by Client. The costs associated with any printing shall be invoiced as a reimbursable expense.

04 – COMPENSATION / TERMS AND CONDITIONS

We propose the compensation for the above scope of work to develop a pedestrian wayfinding signage system:

Design Fees.....\$11,495.00

BILLING STRUCTURE

When accepted, Stage I of this proposal shall begin promptly upon the return of one signed copy signifying your acceptance of this agreement and 50% of the Design Fees outlined above. Designer shall invoice the remaining design fees upon completion plus any reimbursable expenses that have been incurred over the course of the project. All invoices shall be payable upon receipt. If there should be a need for Additional Services these hours shall be invoice hourly or at an agreed upon fixed fee.

DURATION OF SERVICE AND CANCELLATION

The duration of Designer's involvement shall be limited to three (3) months or an agreed upon timeline that shall be determined by the project schedule and the Client's requirements. Client may terminate this Agreement upon written notice. Upon receipt of such written notice of termination, Designer shall terminate its Services and Client shall pay Designer for any unpaid Services and costs, including fees and costs for which Designer has not yet billed Client.

TRADEMARKS & COPYRIGHTS

In the event any trademark and copyright results from the performance of services, Client agrees that such trademark and copyright therefrom shall be the sole property of the Designer, unless otherwise specified in writing. Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free use of any trademark and copyright resulting from Designer's performance of services for the Client.

REIMBURSABLE EXPENSES

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of consultants, meeting facilitator(s), transportation, translation services, color computer printouts, high resolution scans, purchase of copyrighted material, photocopies, photography, postage, and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$500.00 with cost not to exceed \$1000.00.

WORKING ARRANGEMENTS

Designer shall perform the Services at the Designer's place of business. When it becomes necessary or appropriate for the Designer to perform services at Client's place of business, Client shall provide workspace, security arrangements and materials necessary in conjunction with the performance of the Services outlined above. Client shall have direct supervision over the assignment activities of the Designer, unless otherwise specified. Client shall designate specific persons to coordinate administrative and technical matters prior to the assignment.

ADA & MUTCD COMPLIANCE

Client acknowledges that the Designer will use reasonable effort and judgment to interpret applicable Americans with Disabilities Act ("ADA") requirements / guidelines and Federal Highway Administration (FHWA) requirements as specified in the Manual for Traffic Control Devices (MUTCD) along with other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to this project. The Designer, however, cannot and does not warrant or guarantee that any phase of the project will comply with guidelines and/or requirements of other federal, state, and local laws, rules, codes, ordinances, or regulations as they apply to this project.

DESIGNS

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation. The Designer reserves the right to use any work produced for promotions, such work may be used or reproduced in any reasonable way for marketing needs.

CONFIDENTIAL INFORMATION

Consultant will treat all information and work product relating to assignments as secret and confidential when so identified by Client.

Thank you for this opportunity. We look forward to working with you and your staff.
Respectfully submitted,



Ray Berberich
BERBERICH DESIGN

EXECUTION OF AGREEMENT

This Agreement entered into as of the date indicated above and incorporates the attached Terms and Conditions.

CLIENT:

ITS:

DESIGNER:
