

Town of Johnstown, Colorado

Sample Contract

Downtown Johnstown Branding & Wayfinding Project

Michael Baker's Primary Contact
with Town of Johnstown

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2022.04.25



Michael Baker

INTERNATIONAL

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Suite 1000
Lakewood, CO 80228
www.michaelbakerintl.com

Michael Baker Contract General Terms & Conditions

DEFINITIONS: “MICHAEL BAKER” shall mean Michael Baker International, Inc. and “CLIENT” shall mean the Town of Johnstown, the Client as named in this Agreement. “Project” is as described in Exhibit A.

STANDARD OF CARE: The standard of care applicable to MICHAEL BAKER’s services shall be that degree of skill and diligence normally employed by professionals or consultants performing the same or similar services as MICHAEL BAKER provides to CLIENT under this Agreement.

PAYMENT: Payments shall be made monthly by the CLIENT to MICHAEL BAKER based on invoices submitted by MICHAEL BAKER. CLIENT shall also pay MICHAEL BAKER a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of 1.5% per month.

TIME OF PERFORMANCE: MICHAEL BAKER shall commence work upon receipt of written notice to proceed from CLIENT and shall complete the work within the time period set forth in this Agreement, subject to any delays caused by CLIENT, other agencies involved in the work or any other parties, force majeure or events not under the control of MICHAEL BAKER.

MODIFICATIONS: If CLIENT requires modifications and/or changes caused through no fault of MICHAEL BAKER, and if such modifications and/or changes are required after services have been performed, or in the event CLIENT desires additional work not covered by this Agreement, MICHAEL BAKER shall perform such work as ordered by CLIENT in writing and shall be paid for such work as may be agreed between CLIENT and MICHAEL BAKER, or on the basis of direct payroll costs chargeable to such work plus overhead in effect at the time of performance applied to the total of all such payroll costs plus profit.

SUSPENSION OR TERMINATION: In the event the work is terminated or suspended by CLIENT prior to the completion of this Agreement, MICHAEL BAKER shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension, plus reasonable profit and termination costs.

LEGAL COST, PERMITS, FEES, ETC: CLIENT shall furnish or compensate MICHAEL BAKER for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by MICHAEL BAKER.

INDEMNIFICATION: Except as stated below, MICHAEL BAKER shall indemnify and save harmless CLIENT from third-party claims, lawsuits or direct losses relating thereto that are solely caused by MICHAEL BAKER’s negligence in the performance of MICHAEL BAKER’s services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances on the Project, including removal, disposal or cleanup or environmental liability, CLIENT shall indemnify, save harmless and defend MICHAEL BAKER from and against all claims, damages, losses or expenses, including attorney’s fees, arising

out of or resulting from the performance of MICHAEL BAKER’s services, or claims against MICHAEL BAKER arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

LIMIT OF LIABILITY: To the fullest extent permitted by law, and without waiving the protections and limitations of the Colorado Governmental Liability Act, CLIENT agrees to limit MICHAEL BAKER’s liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to MICHAEL BAKER’s negligence, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of MICHAEL BAKER to CLIENT shall not exceed two times the total fee paid for MICHAEL BAKER’s services rendered on the Project, whichever is less.

WAIVER OF CONSEQUENTIAL DAMAGES: Under no circumstances shall MICHAEL BAKER be liable to CLIENT for any consequential damages, including but not limited to loss of use or rental, loss of profit, loss of revenue, loss of customers or contacts, or cost of any financing, however caused, including MICHAEL BAKER’s fault, whether such a claim sounds in contract, warranty, tort (including negligence), strict liability or otherwise.

COMPLIANCE WITH LAW: MICHAEL BAKER shall comply with all applicable provisions of Federal, State and local laws or regulations relating to employment. It is expressly acknowledged and agreed by the parties that MICHAEL BAKER is an independent contractor and is not an employee of the Town for any purpose.

SUPPLEMENTS TO AGREEMENT. The following exhibits are an integral part of this Agreement: Exhibit A Scope of Work (included in the original RFP response).

SEVERABILITY: If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Michael Baker Contract General Terms & Conditions

DEFENSE OF CLAIMS: In the event of a public hearing or arbitration or any other proceeding, formal or informal, relating in any way to the Project, CLIENT agrees to compensate MICHAEL BAKER for all costs incurred or related to such proceeding, including but not limited to that necessary for preparation, responding to requests by any party, appearance at depositions or trial, or any other matter involving any such hearing or proceeding. Compensation shall be based upon hourly rates mutually agreed to by the parties or, in the absence of agreed-to rates, then the pay provisions under MODIFICATIONS hereinabove shall apply. This provision does not apply to proceedings to which MICHAEL BAKER is a party nor to cases where such services are part of the agreed scope of services.

ENTIRE AGREEMENT AND APPLICABLE LAW: This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, supersedes all other agreements pertaining thereto, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto. To the fullest extent permitted by law, this Agreement shall be governed by Colorado law.

FORCE MAJEURE: MICHAEL BAKER shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of CLIENT or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of MICHAEL BAKER. The compensation due MICHAEL BAKER and the schedule governing the timing for MICHAEL BAKER's performance shall be equitably increased and extended, respectively, to address any such impacts to MICHAEL BAKER's performance.

REUSE OF WORK PRODUCT: Any reuse of MICHAEL BAKER's work product without written verification or adaption by MICHAEL BAKER will be at the CLIENT's own risk and without liability or legal exposure to MICHAEL BAKER. The CLIENT shall indemnify and hold harmless MICHAEL BAKER from all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting therefrom. Any such verification or adaption will entitle MICHAEL BAKER to further compensation at rates to be agreed upon by the CLIENT and MICHAEL BAKER.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the dates indicated below (with the effective date being the date of issuance of the written notice to proceed from CLIENT):

MICHAEL BAKER

By: _____

Date: _____

Name/Title: **Stephen Pouliot, PE** - Vice President, Office Executive

CLIENT - Town of Johnstown, Colorado

By: _____

Date: _____

Name/Title: _____



Exhibit A - Scope of Services

Exhibit A

SCOPE OF SERVICES

Downtown Brand Identity

Development of a brand identity for the downtown corridor. The Downtown Brand should create a competitive place identity that sets the guidelines on how stakeholders communicate and market the corridor.

The scope of services will include the following:

- Develop and execute an engagement strategy that includes downtown businesses, community organizations, residents, etc.
- Develop and execute a research strategy that identifies the unique history of Johnstown while embracing the growth of our community
- Develop and execute a brand strategy through multiple phases and present to identified stakeholders such as Town Council, downtown business, community organizations, residents, etc.
- Develop a strategic, phased brand implementation and launch event/activity

The following deliverables are expected:

- Brand identity guidelines document that outlines how to use the visual identity, logo, fonts, colors, etc. across Town utilized platforms (i.e. brand standards & usage manual)
- Report that summarizes the research and engagement received during the brand identity development
- Brand identity toolkit including but not limited to digital assets (ex. Adobe Illustrator, Indesign, and other creative cloud files), templates, graphic elements, color palette, fonts, etc.
- The brand identity should be unique to the downtown corridor while incorporating, or complimenting through cohesive co-branding, existing Town branding

Wayfinding Signage Plan & Implementation

Development of a Town wayfinding signage master plan that includes the identification of signage locations and prioritized phase of installation. The Town wayfinding signage master plan must be flexible in order to accommodate future changes.

Development of a Downtown wayfinding signage plan should guide motorists, bicyclists, and pedestrians along through streets, sidewalks, and public spaces throughout the corridor. The purpose of the phase approach will be to prioritize downtown first then identify other phases throughout the community. The downtown wayfinding signage program should include a variety of signage mediums and interactive elements that encourage both vehicle and pedestrian traffic.

The scope of services will include the following:

- Develop a Town wayfinding signage master plan that includes identification of signage locations, signage type, and phases of installation. The signage classifications should include at minimum directional, informational, identity, and regulatory.
- Town wayfinding signage master plan: develop general style guidelines for future signage implementation (i.e. signage types & sizing)
- Develop and design a downtown wayfinding signage program that is reflective of the brand identity and should include at minimum locations of entry monument, vehicular directional, pedestrian wayfinding, public parking, street banners, crosswalk/pedestrian markings, and identification of public assets (i.e. parks, library, museum, etc.); and a phased installation (if needed). The downtown wayfinding will also include the design of key signs elsewhere in Johnstown to build connectivity and awareness of the corridor.
- Downtown Wayfinding Signage: development of wayfinding messaging that follows any applicable local, state, and federal laws including a clear and consistent visual communication system with concise messaging
- Downtown Wayfinding Signage: prepare fully engineered set of contract documents, including location plans/maps, foundation design, materials, colors, mounting details, dimensions, etc., and provide all necessary specifications in order for the signs to be constructed and installed (i.e.- bid ready documents). Additionally, a list of recommended qualified fabricators, if available.

Exhibit A - Scope of Services

Additional Scope of Services

- The Project Team will work hand-in-hand with Town staff and representatives/ stakeholders throughout the project.
- The Project Team will present in person (final determination will be based on local and state health orders) to Town Council and representative/stakeholders as needed throughout the project.
- The Project Team will meet the technical approach outlined and provide the deliverables identified in the RFP response. Changes in the scope of work will only occur if both parties mutually agree to those changes.
- The total budget for this project is not to exceed \$113,000.



