

**CITY OF PEORIA  
C O N T R A C T**

10-22

This agreement, made and entered into this 26th day of April A.D., 2022 by and between the City of Peoria, a municipal corporation, party of the first part, and Corbin Design 415 S Union, Second Floor Traverse City, MI 49684, his/their executors, administrators, successors or assigns, party of the second part.

**WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

**IT IS UNDERSTOOD AND AGREED** that the proposal, and statement or work and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

**IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**THE CITY OF PEORIA**

In accordance with the attached Proposal, Corbin Design will provide design consulting services in the implementation of the Wayfinding and Signage System project.

By \_\_\_\_\_  
City Manager

The contract shall remain into effect until December 31, 2023.

**PARTY OF THE SECOND PART**

By \_\_\_\_\_  
(Member of firm or officer of corporation)

**APPROVED FINANCE DEPARTMENT**

By \_\_\_\_\_  
(Kyle Cratty)

**APPROVED LEGAL DEPARTMENT**

By \_\_\_\_\_  
(Chrissie Kapustka)

**APPROVED PUBLIC WORKS DEPARTMENT**

By \_\_\_\_\_  
(Rick Powers)

**ATTEST CITY CLERK**

By \_\_\_\_\_  
(Stefanie Tarr)



**PROPOSAL FOR SERVICES**

**City of Peoria, Illinois**

**Wayfinding and Signage System:  
Task Four, Implementation**

Submittal Date: April 18, 2022

**SUBMITTED BY:**

**Shelley Steele, President**  
**Moira O'Polka, Project Manager**

**Corbin Design**

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Traverse City, MI 49684

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Web [www.corbindesign.com](http://www.corbindesign.com)



People get lost. We fix that.®

## Project Description

The City of Peoria (the City) has requested that Corbin Design, Inc. (Corbin Design) submit a proposal to provide consulting services to assist with the implementation of the wayfinding plan that was developed by Corbin Design in 2018. The development of the plan included Tasks One through Three and this will conclude the project with Task Four, Implementation.

The scope of work includes: preparing the bid documents; consulting during the bid, fabrication, and installation processes; conducting an inspection of the pre-production unit in the fabricator's shop; developing map artwork to include in the pedestrian kiosks; and conducting a final inspection of the signage system after it is installed.

## Project Approach

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### Task Four: Implementation

- We update the existing documentation based on changes due to the two-way street conversions and River Front Master Plan;
  - Prepare the bid documents;
  - Assist you with the bid process;
  - Review shop drawings, color samples, keystroking documents, etc.;
  - Conduct an inspection of a pre-production unit at the fabricator's shop;
  - Consult with the selected fabricator during the fabrication and installation;
  - Develop map artwork to be used in the pedestrian kiosks; and
  - Conduct a final inspection and document the required modifications.
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### Task Four Details

Task Four, Implementation, includes consulting during the bid, fabrication, and installation processes and the development of map artwork to be used in the pedestrian kiosks.

During the bid process, we:

- Recommend qualified sign fabricators to include in the open bid process;
- Issue the electronic Bid Package to those fabricators;
- Conduct a pre-bid conference call;
- Field bidder questions and issue any needed bid addenda during the bidding period;
- Evaluate bid returns, including bid samples (if applicable) and other submittals;
- Create a bid analysis spreadsheet, requesting clarification where needed; and
- Submit the bid analysis and a summary of findings for the City's review.

Once the City selects a fabricator, you hold the primary contractual relations as Owner. It is the responsibility of the awarded fabricator to work from the approved Sign Message Schedule to create

individual layouts for every sign face, in accordance with the specifications detailed in the Design Intent Drawings.

It is Corbin Design’s responsibility to protect the design intent and assure faithful implementation of the sign message schedule and location plan. During this process, we:

- Work with the selected fabricator to issue necessary documentation;
- Review pre-fabrication submittals up to two times (show drawings, color samples, etc.);
- Conduct an on-site inspection of the pre-production unit in the fabricator’s shop;
- Review annotated sign face layouts up to two times;
- Work with the City as you verify the accuracy of the messaging in these documents;
- Answer the fabricator’s questions during the fabrication period;
- Monitor the fabrication progress via digital photos and conference calls;
- Conduct an on-site inspection after the completion of the installation phase; and
- Submit a list of items from the on-site inspection to the City and the fabricator for the fabricator to correct.

During this task, we will also develop base map artwork for Downtown Peoria that will be used in the pedestrian kiosk locations. We will begin by developing an initial base map concept that complements the sign design aesthetics. The base map will be drawn flat/nondimensional and will include landscape features, roadways, parks, parking, primary destinations as well as any other features that will assist with wayfinding. All of the various features will be drawn using “layers”, so they can be selected or deselected at-will when reproducing the map for various purposes. This concept will be presented to the City and revised up to two times before developing another orientation and preparing the “you are here” artwork for up to 15 kiosk locations.

***Deliverable:*** A digital version of the final inspection report and map artwork files

***On-site Meetings:*** One, two-person trip to complete the final inspection

***Timeline:*** Four to six months

## Additional Services

Corbin Design is often asked to provide additional services in conjunction with a wayfinding and signage program, to promote the program and/or expand its reach. If asked to provide any of these services, we will submit a detailed cost estimate and obtain approval before performing any work. These services include but are not limited to:

- Designing or developing:
  - Custom icons, logos, maps, or directory artwork beyond the map artwork included
  - Sign by sign audit of existing signage or a demolition report
  - Interior wayfinding signage for any parking decks/garages
  - Documentation beyond the items listed as deliverables in this proposal
  - Presentation materials for use in education or promotion of the program
  - Electronic, interactive or web-based wayfinding applications
- Developing mockup, temporary, prototype, or sample signs, including:
  - Production, coordination, or management

- Fabrication or installation
- Determining electrical or structural requirements for building-mounted signage
- Construction documents with a seal from a licensed architect and/or engineer
- Managing the Zoning, DOT, or Planning approval process, including:
  - Attendance at meetings
  - Development of custom documentation
- Translating sign messaging into languages other than English
- Building the logic or providing consulting services for soliciting funding, whether by development formulas or identifying potential sources for implementation funds
- Conducting an onsite trip to stake sign locations with the selected fabricator

## Proposal Fee

Corbin Design asks to be compensated for professional fees and estimated reimbursable expenses for the project on a time and materials basis with the following not to exceed amounts:

<b>Professional Fees</b>	<b>Reimbursable Expenses</b>
\$36,250	\$3,750
<b>Project total: \$40,000</b>	

## Fine Print

1. **Professional Fees** for services are billed monthly according to the progress of the work together with expenses incurred and are payable within 30 days. No initial payment is required. Balances unpaid for 30 days after the date of the invoice are subject to a late charge of 1.5% per month. For any additional services that are requested, we first define a scope of services sufficient to determine the amount of professional fees required and receive approval from the City before any additional services are provided. If the project is not completed within 12 months from the date of this contract, additional professional fees may be required.
2. **Travel Expenses** will be billed at the actual cost of transportation and living expenses incurred while performing services on the project. Estimated travel expenses for this project include one single person trip to the selected fabricator’s shop and one, two-person trip to Peoria, Illinois. In order to maintain cost efficiency and stay within estimated budget guidelines, we request that meeting dates be confirmed at least two weeks in advance. If the project is not completed within 12 months from the date of this contract, or meeting dates are not confirmed at least two weeks in advance, additional travel expenses may be required.
3. **General Expenses** will be billed at actual cost for expenses we incur on behalf of the project, such as printing, communications, and shipping.
4. **Maximum Fees:** These maximum fees and expenses apply as long as the scope of the work remains the same, previously approved materials are not revised, and the work schedule proceeds directly and efficiently without a delay that exceeds six months. If it appears that the maximum fees and expenses could be exceeded for reasons beyond our control, we will notify you and agree

either on new fee and expense limits or a new strategy for completing the project within the existing fees and expenses.

5. **Reactivation Compensation:** If the project is suspended for longer than six months and is subsequently reactivated, the City and Corbin Design shall, prior to reactivation, agree upon a lump sum or other basis of reimbursement to Corbin Design for any extra start-up costs occasioned as a result of the work having been suspended.
6. **Leadership Changes:** Should the City leadership change during the course of Corbin Design's work, or should new entities join the leadership team, necessitating additional client education, Corbin Design may elect to put its work on hold until a meeting is held to discuss project progress to date and future direction, to assure a smooth transition. Corbin Design's time and expenses applicable to such meeting, if any, shall be paid by the City as an additional expense along with associated fees.
7. **Insurance Coverage:** As a professional services firm located in Michigan, Corbin Design maintains the following insurance coverage:
  - Commercial General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate;
  - Automobile Liability: \$2,000,000 combined single limit;
  - Excess Liability: \$1,000,000 per occurrence/\$1,000,000 aggregate;
  - Workers Comp and Employer Liability: \$1,000,000 per occurrence; and
  - Professional Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate.

If additional insurance coverage is required, the cost of purchasing the additional coverage, if any, shall be paid by the City as an additional expense.

8. **Conditions and Responsibilities:** The City, through suppliers identified by itself and Corbin Design, will be ultimately responsible for ordering, purchasing, receiving, and verifying the signage, supervising installation, and authorizing final payment. Corbin Design will not directly purchase or supply any specified items unless it is agreed upon prior to the purchase.

In dealing with contractors and suppliers, Corbin Design will act only as a consultant to the City, and the City will solely be responsible for payments to contractors and suppliers who might be involved in the work as a result of the design services provided by Corbin Design. Corbin Design will not be held responsible for the failure of contractors or suppliers to satisfactorily perform under their agreements with the City.

The Sign Location Plans provided to the City by Corbin Design are general in nature and not to scale, and reflect locations deemed desirable for the effectiveness of the overall wayfinding plan. They do not include exact locations or provide mounting, electrical, or landscaping specifications. The investigation of actual exterior site conditions such as underground utilities and other encumbrances is the responsibility of the City and the sign contractor selected to install the signs.

Bid Documents prepared by Corbin Design show design intent, not construction or engineering detail. The fabricator is responsible for fabrication, installation, and overall product quality. We expect the more detailed development and engineering of the design intent drawings and installation detail to be shown in the fabricator's submitted shop drawings. Corbin Design and the City will review all shop drawings submitted by the fabricator.

Although we would prefer to work with signage contractors mutually selected by the City and Corbin Design, we recognize that certain conditions may require that the competitive bidding process for the signage fabrication and installation be open to all bidders, regardless of their qualifications. If

such an open bid process or management of a prequalification process is required, we reserve the right to adjust our fees for Task Four based on our evaluation of the qualifications of the successful bidder and the need for additional project management on Corbin Design’s part. We will notify the City before issuing a change order for these services.

The City is responsible for coordinating the provision of electrical service to sign locations that require electricity, working with the fabricator to set up sign installation schedules, and following up with the fabricator to verify that all punch list items have been corrected to the City’s satisfaction.

This fee proposal shall remain in effect for 90 days. We reserve the right to re-evaluate our proposal if not acted upon during this period. Our quotation for professional fees is based on the anticipated project schedule and our past experience with projects of similar size and complexity.

This Agreement may not be assigned, sublet, or transferred without the written consent of both parties. Either party may terminate the Agreement by giving seven days written notice or at the completion of any of the parts or tasks outlined above. In the event of termination, Corbin Design shall be compensated for all work performed to the date of notification, including authorized general expenses, change orders, and additional services.

Although our services result in the provision of tangible items to the City, this Agreement is a contract for services and not for the sale of goods. Corbin Design will determine methods, details, and means of performing the services provided at our sole and reasonable discretion.

If the above conditions are acceptable to you, an authorized signature below will constitute an agreement. Please return one signed copy for our records. Also, please email a purchase order to [accounting@corbindesign.com](mailto:accounting@corbindesign.com).

*We look forward to working with you on this exciting project!*

\_\_\_\_\_  
for **Corbin Design, Inc.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
for **The City of Peoria**

\_\_\_\_\_  
Date