

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**PROFESSIONAL SERVICES CONTRACT
FOR THE
CITY OF MANSFIELD, TEXAS**

This Professional Services Contract, hereinafter referred to as "Contract" is entered into between the **CITY OF MANSFIELD, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", and **RSM DESIGN**, hereinafter referred to as "PROFESSIONAL". CITY and PROFESSIONAL are each a "Party" and are collectively referred to herein as the "Parties".

**ARTICLE I.
EMPLOYMENT OF PROFESSIONAL**

For and in consideration of the covenants herein contained, PROFESSIONAL hereby agrees to perform professional services in connection with the project as set forth below, and CITY agrees to pay, and PROFESSIONAL agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If PROFESSIONAL is representing that it has special expertise in one or more areas to be utilized in this Contract, then PROFESSIONAL agrees to perform those special expertise services to the appropriate local, regional and national professional standards. PROFESSIONAL shall provide professional services, as further described in Exhibit "A", within the City of Mansfield, Tarrant County, Texas, and hereinafter referred to as the "Project."

**ARTICLE II.
PAYMENT FOR SERVICES**

In consideration of the services to be performed by PROFESSIONAL under the terms of this Contract, CITY shall pay PROFESSIONAL for services actually performed, a fee, not to exceed Two Hundred Forty Five Thousand Five Hundred Dollars and 00/100 (\$245,500) as stated in Exhibit "A", unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as shown in Exhibit "A", if applicable. In the event of a conflict between Exhibit "A" and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to PROFESSIONAL when PROFESSIONAL is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if PROFESSIONAL is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

**ARTICLE III.
CHARACTER AND EXTENT OF SERVICES**

PROFESSIONAL, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. PROFESSIONAL represents that all its employees who

perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

- A. Services as further described in Exhibit "A".
- B. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by PROFESSIONAL under this Contract, and CITY may look solely to PROFESSIONAL for performance of these services.
- C. It is agreed and understood that this Contract contemplates the full and complete services for the Project including changes necessary to complete the Project as outlined herein. PROFESSIONAL acknowledges by the execution of this Contract that all contingencies known to PROFESSIONAL at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. PROFESSIONAL will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data PROFESSIONAL is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

ARTICLE IV. TIME FOR COMPLETION

The term of this Contract shall begin on the last date of execution of this Contract. PROFESSIONAL understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to CITY as shown on Exhibit "A".

This contract shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless PROFESSIONAL submits a written request, and CITY approves such request in writing.

ARTICLE V. REVISIONS OF SCHEMATIC DRAWINGS

CITY reserves the right to direct substantial revision of the deliverables after acceptance by CITY as CITY may deem necessary and CITY shall pay PROFESSIONAL equitable compensation for services rendered for the making of any such revisions. In any event, when PROFESSIONAL is directed to make substantial revisions under this Section of the Contract, PROFESSIONAL shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to PROFESSIONAL undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the deliverables are required by reason of PROFESSIONAL's error or omission, then such revisions shall be made by PROFESSIONAL without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

It is expressly understood and agreed by PROFESSIONAL that any compensation not specified in Article II may require City Council approval and is subject to funding limitations.

ARTICLE VI.
PROFESSIONAL'S COORDINATION WITH OWNER

PROFESSIONAL shall be available for all workshops, conferences and meetings with CITY, as outlined in Exhibit "A", so that Project can be designed with the full benefit of CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to PROFESSIONAL all existing plans, maps, field notes, and other data in its possession relative to the Project. PROFESSIONAL may show justification to CITY for changes in design from CITY standards due to the judgement of said PROFESSIONAL of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision as to any changes after appropriate request by PROFESSIONAL.

ARTICLE VII.
TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, PROFESSIONAL shall immediately discontinue all services and PROFESSIONAL shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, PROFESSIONAL shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay PROFESSIONAL promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

This Contract may be terminated by PROFESSIONAL, with mutual consent of CITY, at any time for any cause without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. PROFESSIONAL shall submit written notice to terminate Contract and all completed or partially completed studies, reports, drawings, documents, and material prepared under this Contract shall then be delivered to City which it, its agents, or contractors, may use without restraint for the purpose of completing the Project. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. PROFESSIONAL shall be liable for any additional cost to complete the project as a result of PROFESSIONAL's termination of this Contract without cause.

ARTICLE VIII.
OWNERSHIP OF DOCUMENTS

Upon completion of PROFESSIONAL services and receipt of payment in full, the Project drawings, specifications, and other documents or instruments of professional services prepared or assembled by PROFESSIONAL under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. PROFESSIONAL shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the Project. PROFESSIONAL shall have no liability for changes made to the drawings and other documents by other professionals subsequent to the completion of the Contract. CITY shall require that any such change be sealed, dated, and signed by the professional making that change and shall be appropriately marked to reflect what was

changed or modified. For the avoidance of doubt, PROFESSIONAL will not be responsible for providing any trademarks or copyrights for the final brand elements.

ARTICLE IX. **INSURANCE**

- A. PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. PROFESSIONAL shall not commence work under this Contract until PROFESSIONAL has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the PROFESSIONAL allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring PROFESSIONAL'S liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$100,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: PROFESSIONAL shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$250,000 per occurrence. Subject to limit of liability in Exhibit "A".
- B. Each insurance policy to be furnished by PROFESSIONAL shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
 2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.
Mansfield, Texas 76063

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
 4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
 5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by PROFESSIONAL, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by PROFESSIONAL. The CITY's decision thereon shall be final.
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
- D. PROFESSIONAL agrees to the following:
1. PROFESSIONAL hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and PROFESSIONAL shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of PROFESSIONAL;
 3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by PROFESSIONAL (or any subcontractors) shall not relieve PROFESSIONAL of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate PROFESSIONAL from liability;

4. No special payments shall be made for any insurance that PROFESSIONAL and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and
5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

ARTICLE X. MONIES WITHHELD

When CITY has reasonable grounds for believing that:

- A. PROFESSIONAL will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against PROFESSIONAL or CITY arising out of the negligence of the PROFESSIONAL or the PROFESSIONAL's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to PROFESSIONAL under this Contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to PROFESSIONAL, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY'S failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

ARTICLE XI. NO DAMAGES FOR DELAYS

Notwithstanding any other provision of this Contract, PROFESSIONAL shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

ARTICLE XII. PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES

In performing this Contract, PROFESSIONAL agrees to use diligent efforts to purchase all goods and services from Mansfield businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or

other persons in organizations proposed for work on this Contract, the PROFESSIONAL agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

ARTICLE XIII. RIGHT TO INSPECT RECORDS

PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of PROFESSIONAL involving transactions relating to this Contract. PROFESSIONAL agrees that CITY shall have access during normal working hours to all necessary PROFESSIONAL's facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give PROFESSIONAL reasonable advance notice of intended audits.

PROFESSIONAL further agrees to include in subcontract(s), if any, a provision that any subcontractor or PROFESSIONAL agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such PROFESSIONAL or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all PROFESSIONAL's or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the PROFESSIONAL or subcontractor reasonable advance notice of intended audits.

ARTICLE XIV. NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and PROFESSIONAL) specifically agree and contract that: (1) the Contract only affects matters/disputes between the Parties to this Contract, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or PROFESSIONAL or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or PROFESSIONAL.

ARTICLE XV. SUCCESSORS AND ASSIGNS

CITY and PROFESSIONAL each bind themselves, their successors, executors, administrators and assigns to the other Party of this Contract and to the successors, executors, administrators and assigns of such other Party in respect to all covenants of this Contract. Neither CITY nor PROFESSIONAL shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE XVI. PROFESSIONAL'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL, its employees, associates, or agents for the accuracy and competency of their designs, working drawings, specifications or other documents

and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any negligent error, omission or inconsistencies in the designs, working drawings, specifications or other documents and work prepared by said PROFESSIONAL, its employees, subcontractors, and agents subject to §271.904 of the Texas Local Government Code.

ARTICLE XVII. INDEMNIFICATION

To the extent allowed under Texas law (in particular §271.904 of the Texas Local Government Code), PROFESSIONAL agrees to indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, to the extent caused by PROFESSIONAL's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of PROFESSIONAL, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and in the event of joint and concurrent negligence of both PROFESSIONAL and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE XVIII. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Contract and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE XIX. INDEPENDENT CONTRACTOR

PROFESSIONAL covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that PROFESSIONAL shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and professionals; that the doctrine of respondent superior shall not apply as between CITY and PROFESSIONAL, its officers, agents, employees, contractors, subcontractors and professionals and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and PROFESSIONAL.

ARTICLE XX. DISCLOSURE

By signature of this Contract, PROFESSIONAL acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest,

including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. PROFESSIONAL further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

ARTICLE XXI.
VENUE

The Parties to this Contract agree and covenant that this Contract will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas, or for federal actions in the U.S. District Court Northern District of Texas.

ARTICLE XXII.
ENTIRE CONTRACT

This Contract embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including Exhibit "A". In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

ARTICLE XXIII.
APPLICABLE LAW

This Contract is entered into subject to the Mansfield City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

ARTICLE XXIV.
DEFAULT

If at any time during the term of this Contract, PROFESSIONAL shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if PROFESSIONAL shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other Parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum, which has not therefore been paid to PROFESSIONAL hereunder, PROFESSIONAL shall be liable for and shall reimburse CITY for such excess.

**ARTICLE XXV.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**ARTICLE XXVI.
NON-WAIVER**

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

**ARTICLE XXVII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**ARTICLE XXVIII.
EQUAL EMPLOYMENT OPPORTUNITY**

PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. PROFESSIONAL shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the PROFESSIONAL has violated this section, this Contract shall be deemed terminated and PROFESSIONAL's further rights hereunder forfeited.

**ARTICLE XXIX.
CONSTRUCTION OF CONTRACT**

Both Parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Contract.

**ARTICLE XXX.
NOTICES**

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to: City of Mansfield
Mansfield Economic Development Corporation
Attn: Jason Moore, Director of Economic Development
301 S. Main St.
Mansfield, Texas 76063
(817) 728-3651

If intended for Professional, to: RSM Design
Attn: Harry Mark, FAIA, Principal
408 W. 8th St., Suite 201
Dallas, Texas 75208
(949) 842-0713

ARTICLE XXXI.
PRIVATE LAND ENTRY

No entry onto any property of others by PROFESSIONAL on behalf of CITY to survey, or for other reasons related to the performance of services within this Contract shall be made until PROFESSIONAL has secured the landowners' permission to enter and perform such activities, and PROFESSIONAL shall hold CITY harmless from any and all damages arising from activities of PROFESSIONAL on land owned by others.

[Signature Page Follows]

EXECUTED this the ____ day of _____, 2023, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by PROFESSIONAL, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Jason Moore
Executive Director of Economic Development

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“PROFESSIONAL”
RSM Design

By: Harry Mark
Harry Mark, FAIA
Principal

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2023, by Jason Moore, Executive Director of Economic Development of the City of Mansfield.

Notary Public in and for the State of Texas

PROFESSIONAL

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2023, by Harry Mark, FAIA, Principal of RSM Design.

Notary Public in and for the State of Texas

rsmdesign

PROPOSAL FOR NARRATIVE, BRANDING, and SIGNAGE DESIGN

The LINQ

Mansfield, TX

NOVEMBER 07, 2022

REVISION #1: August 04, 2023

REVISION #2: August 08, 2023

REVISION #3: August 21, 2023

REVISION #4: September 18, 2023

SUBMITTED TO:

Jason Moore & Rachel Bagley

Mansfield Economic Development Corporation

301 S. Main St.

Mansfield, TX 76063

817.728.3651

jason.moore@mansfield-texas.com

rachel.bagley@mansfield-texas.com

PREPARED BY:

Harry Mark, FAIA

RSM Design

408 W. 8th Street, Suite 201

Dallas, TX 75208

T 949.842.0713

harry@rsmdesign.com

Project Overview + Process

RSM Design is pleased to submit this branding and signage design proposal to Jason Moore and Rachel Bagley, with the Mansfield Economic Development Corporation, for “The LINQ” branding and signage project located in Mansfield, TX. In response to the request for a proposal, we have developed the following scope, phases, deliverables, fee structure, and terms for the project branding and signage.

PLEASE NOTE: This proposal is split into two parts. The first part or section focuses on the narrative and branding for the project. Followed by the second part which is the scope and process for the signage / environmental graphics.

PART 1: Branding Scope

The LINQ - Brand Development:

- Core brand and project values
 - Brand “story” or narrative, and vision palettes
 - Overall brand identity design
 - Typography, color, and brand palettes
 - Logo Usage Guidelines / Brand Standards Manual
 - Web Landing Page
 - Brand Pitch Book
-

PART 1: Branding Work Phases + Deliverables

Our branding process includes.....

DISCOVERY: Finding the Thread

Every project has a story to tell. We uncover the essence of a place and the attributes that differentiate its unique sense of culture & character, creating a layered narrative that is woven into the brand touchpoints and the environment.

STRATEGY: Articulating the Brand

Once we have discovered the essence of the brand story, we articulate the narrative into a series of strategic guides, positioning the brand for success in the market. These serve as benchmarks to align the design and client teams as we bring the story to life in the design phase.

DESIGN: Creating the Visual Experience

We believe in designing with the user in mind to create engaging holistic experiences. Whether it's a simple printed card or a full-scale environmental installation, we bring details of the story into all we create, capturing the mood and essence of your strategy into expressive touchpoints that resonate in the mind of your audience.

BRANDING PHASE 1: NARRATIVE, STRATEGY, AND VISION

Step 1: Clarification

RSM Design will lead a detailed discussion and workshop with the client team and stakeholders to gain a clear understanding of the aspirations, expectations, goals, and objectives for the project brand. This will facilitate RSM Design's understanding of the project's unique challenges and opportunities.

Step 2: Discovery and Analysis

RSM Design will research and investigate the community and context to discover the unique "DNA" of the project brand, by investigating what makes this project distinctive by uncovering cultural references, history, stories, and people that define the character of the area. This may include investigations into items such as area demographic and target audience, site context character, other local project brands, and current and future project uses.

Step 3: Communicate – Create the Brand Narrative & Vision

RSM Design will then create a comprehensive brand strategy articulating the project's narrative, positioning, essence, pillars, tonal filters and key messaging. This strategy will

be delivered in a brand vision document that will communicate both the strategic foundation and unique narrative story of the project, articulating the role the project will play in the lives of its audience. The brand vision will visually communicate initial stylistic approaches to the brand with suggested materials, color, and type palettes for the brand direction and will be used as a benchmark for design decisions moving forward.

Branding Phase 1 Deliverables

- Brand vision document articulating the brand narrative, positioning, essence, pillars, tonal filters and key messaging
- Brand narrative that communicates the brand's unique story
- Findings appendix including market context and audience definition
- Deliverables will be compiled into a JPG formatted PDF

Branding Phase 1 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the brand narrative package after a signed contract and the mobilization fee is received, and after a kick-off conversation is held with the project team. Upon receipt of the contract and mobilization fee, RSM Design will present a detailed schedule of milestone presentations and deliverables.

Branding Phase 1 Meetings

RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

BRANDING PHASE 2: BRAND IDENTITY

RSM Design will develop a logotype and/or brand mark and brand support language that will be an integral part of the overall vision of the project, capturing the project's character and unique identity of the project. RSM Design will develop up to four original logo design directions, along with appropriate support graphics including pattern and icon language to further communicate the brand. One round of revisions to a single

brand direction included in the process and fee. Please note, after the initial presentation of logos, and the client's selection of a single logo direction to pursue, further refinement will be based on the selected direction. RSM Design will develop of the selected logo to further study showing them in digital and/or print prototype applications and other collateral. All prototypes will be specific to your project and may not include specific digital or print prototypes.

Branding Phase 2 Deliverables

- Up to four unique brand expressions including logo and brand mark designs, color, typography, support graphics and imagery for the overall project
- Photo-realistic mockups of brands illustrating their use in conceptual designs (i.e. – collateral, promotional items, marketing pieces, etc.)
- Please note, logos for individual amenities or destinations within the project are not included in this process
- Final overall project logos and brand marks delivered in .ai, .eps, and .pdf formats
- Deliverables will be compiled into a PDF presentation

Branding Phase 2 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the project logo design after approval to proceed is received.

Branding Phase 2 Meetings

RSM Design has included in this phase two virtual meetings / presentations.

BRANDING PHASE 3: BRAND STANDARDS MANUAL

RSM Design will develop a brand standards manual to illustrate proper use of the brand in print, advertising, and digital applications. This comprehensive document provides valuable guidance for brand usage and ensures consistency, serving as a strategic framework for all visual assets. This may include logo guidelines, typographic and color systems, prototypes, logo clear space, and minimum and maximum logo sizing.

RSM Design will present the manual to the client for review and comment and make a maximum of one round of revisions based on the received comments. Please note, physical printing of the brand standards manual is not included in the proposal since it is assumed to be a digital document.

Branding Phase 3 Deliverables

Based on the approval of the selected brand, RSM Design will prepare a brand standards manual package that will include:

- All approved logo configurations
- Approved CMYK, RGB and Pantone color call outs
- Logo uses, prohibited uses and clear space
- Minimum & maximum sizing
- Final logo and brand guidelines submitted in .pdf format
- Photo style guide and up to 10 image stock photo library

Branding Phase 3 Schedule

RSM Design respectfully requests three to four weeks for the preparation of a brand standards manual once a brand is selected.

Branding Phase 3 Meetings

RSM Design has included in this phase two virtual meetings / presentations.

BRANDING PHASE 4: BRAND/PITCH BOOK

Building off the brand identity, RSM Design will create a digital and printed brand book, targeted at partners and stakeholders for the project, defining the mission, goals, benefits, details and story for the new phase of Stockyards development. Our process has been refined to maximize collaboration with the client teams, engaging them in a series of steps as follows:

Step 1: Conceptual Design

Building off the brand identity, RSM Design will generate up to two conceptual designs for a brand book. This document will contain a content outline as well as conceptual photoshop mockups that communicate the visual look and feel, format, size, and production specifications for the book. Following this, one round of revisions will be implemented and delivered in a revised presentation, integrating client comments, and refining a single preferred design direction before moving into copywriting and layout of the full brand book.

Step 2: Copywriting & Layout

Once a format and content outline are approved, RSM Design will develop a fully written and designed layout of the brand book. This document will communicate the story, vision, and details of the project in an engaging visual narrative, serving to align and attract partners for the project, and giving context to and gaining approval from various stakeholders and civic entities.

RSM Will then deliver a flat draft of the book in PDF format to the client team for review and markup, implementing one round of copy and design revisions to the full book. An estimated twelve hours of copywriting and one round of revision are included in the scope and fee. If subsequent rounds of revision are desired by the client team RSM Design can implement these changes further at hourly fees identified in the appropriate sections of this proposal.

Step 3: Final Files, Bidding, and Production Oversight

Once the draft of the book is approved by the client team, RSM Design will output a digital version of the book for the team's use and prepare final files for quoting and production of the brand book.

RSM will then coordinate with print partners to get quotes for production and guide the project through completion of the final printed product.

Branding Phase 4 Deliverables

Conceptual Designs are compiled into a PDF document including:

- Brand Book – Content outline, copywriting and page layout for a 12 page digital PDF presentation
- Print ready files for production
- Quote package, bidding, and production oversight
- Design and printing oversight only, fee does not include printing or production costs.
- Demographics, case studies, charts, and statistical graphics to be provided by the client team. We will revise the info graphics as needed to be consistent with the brand direction.
- If the client wishes to have more than the noted number of pages within the brochure, each additional numbered page layout will be an additional fee.
- The final brochure will be developed into a PDF as well as a press ready file for the team's use. It will include printer specifications with paper, color and final packaged production files.

Branding Phase 4 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the brand book. Printing timeframes may vary and are not accounted for in the schedule. Upon approval of a printer and production quote, RSM Design will update the client with a defined schedule for production based on timelines provided by the chosen vendor.

Branding Phase 4 Meetings

RSM Design has included in this phase two virtual meetings / presentations.

BRANDING PHASE 5: WEB LANDING PAGE

Utilizing the copy and key messaging developed in previous phases RSM Design will design a single page scrollable teaser website. The goal of the site will be to serve a temporary digital representation for the brand and project while the project is in early development phases. The site will include a call to action designed to create leasing leads and a form for collecting contact information. The site will be designed and reviewed on the Figma platform.

Branding Phase 5 Deliverables

- Design and development of a single page scrollable website with contact form

Branding Phase 5 Schedule

RSM Design respectfully requests an estimated six weeks for design and development of the landing page website. RSM Design will make a maximum of one round of revisions, based on the received comments.

Branding Phase 5 Meetings

RSM Design has included in this phase two virtual meetings / presentations.

Branding: Additional Scope Items

The following branding scope items are not included in this initial proposal's scope and fees but are listed here for your consideration.....

- Extended logo “family” / logo components design
- Component naming for individual uses such as multifamily or office
- Brand and marketing collateral – stationery, business cards, letterhead, Email signature, etc.
- Leasing brochures (digital and printed)

- Specific brand / marketing collateral for project components (i.e. – individual residential buildings, office park)
 - Social media templates / brand approaches
-

PART 2: Signage Scope

The LINQ Signage:

Overall Project:

- Signage narrative / vision palettes
- Signage design from concepts, schematic design, and masterplan guidelines
- Masterplan-level signage location plans
- Material, color, and type schedules

Exterior Site Signage:

- Primary site identity / gateway monumentation
- Secondary identity monumentation
- Prototype primary and secondary vehicular directionals
- Prototype parking identities / directionals
- Prototype pedestrian directories (map artwork not included)
- Prototype pedestrian directionals
- Prototype enhanced regulatory signage
- Prototype corporate campus or individual office building freestanding identity monumentation (two different sizes)

- Prototype retail / outparcel individual building or tenant identity monumentation
- Prototype office major tenant identity totem / pylon
- Prototype building-mounted identities / building addresses

Additional Signage Scope:

- Concept specialty placemaking elements
- Tenant identity signage criteria / guidelines

Please note: For all signs indicated as “Prototype” above, RSM Design will provide type and messaging standards. All final locations, quantities, and messaging for prototype signage is to be completed by the selected signage fabricator.

PART 2: Signage Work Phases + Deliverables

SIGNAGE PHASE 1: VISION / CONCEPT DESIGN

Data Collection

RSM Design will investigate the project context and community to understand the unique characteristics of the project’s location and positioning. This may include looking into items such as area demographic studies, target audience, site context character, and comparable projects in the area. RSM Design will collect all relevant site information and drawings from the project team or client including architectural drawings, initial design work, applicable sign codes (*to be provided by client*). Additionally, RSM Design will review with the client the project budget, construction phases, scope, and schedule.

Vision Workshop

To kick off the signage and graphic design scope, an interactive workshop will be led by RSM Design to enable the team to present initial vision thoughts, goals and objectives, conceptual ideas, and gain an understanding of the design direction developed by the extended project team. The intended goal of the workshop will be to discuss initial approaches to the signage or graphics and establish the initial vision direction that aligns with the other consultant work and positioning of the project.

Concept Design

Based on the data collection, research, and vision workshop, RSM Design will develop concept designs and initial palettes for the signage scope. Using reference images and computer-generated design “sketches,” the concept design package will convey the character of the concept direction for the signage and graphics. RSM Design will also prepare a signage location plan to identify preliminary locations for each sign type. Please note, dimensions and material callouts are not added to the drawings in the concept design phase, as the drawings focus on overall design aesthetics and approaches.

Signage Phase 1 Deliverables

- Vision reference palettes and images
- Conceptual signage location plans
- Maximum of two different concept design families will be presented; one modification to the initial submitted design approaches is included
- Major sign types will be presented to convey the overall conceptual design approach, but not every sign will be designed at this initial concept stage
- Concept deliverables will be compiled into an 11” x 17” JPG formatted PDF

Signage Phase 1 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the concept design package after a signed contract and the mobilization fee is received, and after a kick-off conversation is held with the project team. Upon receipt of the

contract and mobilization fee, RSM Design will present a detailed schedule of milestone presentations and deliverables.

Signage Phase 1 Meetings

RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

SIGNAGE PHASE 2: SCHEMATIC DESIGN

After the completion of Phase 1 and the client's written approval of the concept design package and their authorization to proceed, RSM Design will develop a single selected scheme based on the concept directions and will further develop drawings for all scope items. During this phase RSM Design will prepare schematic design drawings showing the sign types, shapes, sizes, recommended materials, colors, and finishes for review of the design directions. Major material notes and major dimensions will be added to the concept drawings. RSM Design will coordinate closely with the consultant team on specific sign locations, along with conceptual locations for electrical needs and/or backing. Please note, the schematic design drawings are not intended for construction or final pricing and do not contain details nor enough information for a bid set of drawings. The drawing package does not include signage specifications.

Signage Phase 2 Deliverables

- Schematic design computer-generated drawings for each sign in the scope
- Drawings will include sign form, overall dimensions, major material call outs, typeface recommendations, and color selections
- A single direction of each design is presented, having been selected from the multiple concept options
- Signage location plan
- Schematic design deliverables will be compiled into an 11" x 17" JPG formatted PDF

Signage Phase 2 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the schematic design package after written authorization to proceed from concepts is received from the client.

Signage Phase 2 Meetings

For each project, RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

SIGNAGE PHASE 3: MASTERPLAN GUIDELINES

RSM Design will prepare a masterplan signage guidelines package that can be used as a manual or reference for future development within the project. Each sign type will have schematic design level drawings, major materials and dimension, notes, and reference photographs as needed to convey the general design intent. Please note, the master plan drawings are not intended for construction or final pricing and do not contain details necessary for a bid set of drawings.

Signage Phase 3 Deliverables

- Schematic design computer-generated drawings for each sign type
- Written signage descriptions, materials, sign areas, and major dimensions
- Sign reference imagery, as needed
- Signage location plan
- Masterplan deliverables will be compiled into an 11" x 17" JPG formatted PDF

Signage Phase 3 Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the signage masterplan guidelines after written authorization to proceed from schematic design is received.

Signage Phase 3 Meetings

RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

ADDITIONAL SCOPE ITEM DEVELOPMENT

CONCEPT SPECIALTY “PLACEMAKING” GRAPHICS

RSM Design will develop concept specialty “placemaking” graphics for the project. Examples can include items such as sculptural feature elements, architectural patterns, community art programs, painted murals, hardscape inset elements, banners, advertising and life-style panels, enhanced street name identities and regulatory signs, to name a few. If requested, further development and creation of artwork for any specialty placemaking graphics will be addressed in a future proposal.

Concept Specialty “Placemaking” Graphics Deliverables

- Reference vision example images that communicate the design approaches
- Up to six different specialty graphic concepts (one concept for each location)
- One round of revisions to the original submission is included
- Meetings will be included with the signage design phases

TENANT IDENTITY SIGNAGE CRITERIA

RSM Design will prepare tenant identity signage criteria guidelines for the specified project components that will be composed of written criteria and prototype representative reference photos. The guidelines will emphasize the project’s overall vision and be subdivided by unique districts or zones (if needed) to focus on different applications. The tenant identity signage criteria will be developed in conjunction with the development of the overall project signage and graphics. The guidelines will address prototype tenant signage locations and will include up to six prototype location

elevation diagrams showing the signage application on a typical façade or storefront....every tenant identity location will not be addressed. The following tenant signage components will be addressed in the criteria:

- Primary tenant signage (building, façade, or bulkhead mounted)
- Secondary tenant signage (blade signs, awnings, canopies)
- Tertiary tenant signage (doors, door plaques, windows, floor features)

RSM Design will provide the information to the client to be incorporated into the overall architectural storefront or project guidelines document. RSM Design does not include architectural storefront guidelines, but only focuses on the tenant signage.

Tenant Identity Signage Criteria Deliverables

- Written guidelines outlining acceptable and unacceptable identity uses, applications, materials, lighting, and content
- Reference photos as needed to convey signage intent and applications
- Maximum of six prototype elevation location diagrams
- Maximum of two revisions to the initially submitted document, as needed
- Deliverables will be 8 ½" x 11" formatted Adobe InDesign or PDF

Tenant Identity Signage Criteria Schedule

RSM Design respectfully requests an estimated four to six weeks for the completion of the tenant identity criteria document.

Tenant Identity Signage Criteria Meetings

RSM Design has included in this phase one in-person meeting visit to Mansfield for a workshop session with the client team, and one virtual meeting / presentation.

Signage: Additional Scope Items

The following signage scope items are not included in this initial proposal's scope and fees but are listed here for your consideration.....

- Signage design development / bid documents / message schedules
- Specialty graphics beyond concepts / final artwork
- Signage bidding assistance
- Signage fabrication observation / shop drawing review

Clarifications & Exclusions

RSM Design has made the following clarifications and exclusions for this overall proposal – both branding and signage....

- **Trademark:** RSM Design relies on the client's trademark attorney for any new name and logo trademark searches and providing any trademarks and copyrights for the final brand elements.
- **Photography:** Reference images used to convey the brand narrative are not used with permission of the original photographer and are used for internal reference purposes only. Most images originating from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for digital, print, or social media publication without prior written consent from the original source. The client will be responsible for obtaining the image usage rights should they want to publish any of the reference images.

- **Package Distribution:** RSM Design assumes that all design packages prepared for this project are for internal review and internal distribution only. All other uses, including external or digital publication, are outside the original intent of the documents, and are not included in this proposal's scope and services.
- **Tenant Submittals:** RSM Design's base contract does not include the design or review of individual tenant identity signage, building mounted locations for all major tenant identities, tenant lease submittals, tenant storefront guidelines, tenant signage criteria, and tenant submittal review unless specified; RSM Design will not be responsible for obtaining tenant logo vector artwork from tenants.
- **Deliverables:** RSM Design's base contract does not include the design of temporary construction and barricade graphics, directory maps, digital hardware and software specifications, highly rendered / presentation quality views of signage placed into architectural renderings, unless identified otherwise.
- **Prototype Signage, Code Signage, Message Schedules:** As a cost savings to the client, RSM Design recommends prototype designs for indicated sign types within the scope. These prototype designs include guidelines for color, font, mounting, materials, etc. RSM Design assumes the selected sign fabricator will document locations, quantities, and message schedules for the prototype signs. Prototype signs include, but are not limited to: interior and exterior code-required signs for elevators, exiting, fire, evacuation maps, stairs, emergency shelters, typical rooms, etc. RSM Design assumes that all "Life Safety" and fire signage is in the architect's base building drawings. RSM Design assumes that the civil engineer will program all standard site vehicular regulatory sign locations (stop, yield, mph, accessible, pedestrian, etc.). Initial message schedules for non-prototype signs are generated with the client's direct involvement and final message schedules will need client sign off prior to fabrication.
- **Bid Documents:** It is the responsibility of the selected sign fabricator to provide all final shop drawings for construction. Additionally, the selected sign fabricator needs to provide sign engineering, structure, backing, foundations, weights, venting, electrical, lighting, attachment details, and waterproofing. RSM Design does not "stamp" drawings for construction - this is done by the selected sign fabricator.

- **Drawings and Specification Formats:** RSM Design does not work within AutoCAD, Revit, BIM, and Bluebeam, and only provides specific file artwork formats generated with the latest Adobe Illustrator CS and InDesign CS software. Additionally, RSM Design generates all packages in 11' x 17" or A3 JPG formatted PDF documents. RSM Design does not provide specifications in MasterFormat or MasterSpec formats, however does provide sign industry standard general specification recommendations. If a client or architect requests AutoCAD files or drawing / specification formats other than what is specified above, than additional services will be needed and discussed prior to beginning the request. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding payments have been received.
- **Signage Fabrication:** RSM Design is not a sign fabricator and as such, RSM Design does not provide engineering, permitting, construction documents, nor fabrication of the final signs or any material samples or signage mock-ups. RSM Design will not be responsible for the management of the selected signage fabricator or the fabrication schedule and deliverables. However, if RSM Design is authorized to provide fabrication observation services, we will include the review of shop drawings and the review of materials and mock-ups (provided by the fabricator).
- **Scope Exclusions:** RSM Design has not included the following in this proposal....signage design beyond schematics / masterplan guidelines; signage specifications; specialty graphics beyond concepts; design of any interior building or parking garage signage; advertising / revenue generating signage; digital hardware / software specifications; bike or hike/ bike trail signage; park and park amenity signage.

Additional Information

WOMEN BUSINESS ENTERPRISE (WBE)

RSM Design is a certified Women Business Enterprise and is certified nationally by the National Women Business Owners Corporation. Additionally, we are a certified WBE in the state of Texas by the Texas Unified Certification Program and North Central Texas Regional Certification Agency. With our affiliation and participation in this program we hope our WBE status helps the projects' diversity requirements for ethnic or gender minority subcontractors, and opportunities with local, state, and federal agencies.

DIVERSITY - WE ARE BETTER TOGETHER

RSM Design is a culture of creativity. A studio where everyone is welcome. We believe in embracing our differences, valuing diversity and inclusion, growing our team and business in ways that celebrate our unique cultures, experiences, and perspectives. Our team believes in a killer growth mindset, keeping your word and doing the right thing. We know that design has the power to bring great change, and the spaces and communities that we design enrich each person's sense of place. RSM Design's commitment is to continually work to give our team, clients, and end-users a platform to share their voice and create a culture where you can be yourself.

SUSTAINABILITY - A SUSTAINING PROCESS

The RSM Design studio works to practice sustainable initiatives within our everyday environments and design projects focusing on becoming more resourceful, resilient, or regenerative. Our working environment focuses on energy efficiencies, paperless design processes, low-carbon footprint practices and employee well-being programs. Within the practice, process, and product of design, the team at RSM Design feels

strongly about our commitment to explore sustainable methodologies. Our commitment spans from locally sourced material specifications to fabrication partners that promote positive recycling, disposal, smart start design strategies, and healthy building practices. Our leadership team is certified as LEED Green Associates, WELL Building, FITWELL or U.S Green Building Council experts.

DESIGN USAGE + ACKNOWLEDGMENT

Original branding, logos, naming approaches, vision books, signage designs, and graphics generated for this project can only be used for this specific project and the specific location referenced in this proposal, and not for any other project developments. The Client will acknowledge design credit to RSM Design for the project as may be pertinent in development, architectural, interior design and/or graphic design publicity about the project, in media or social media, print brochures, project websites, and as may be appropriate, shall cite RSM Design on any formal credit plaque or project sign. Additionally, RSM Design will acknowledge the client and consultant team on any self-promotion developed.

SPECIALTY CONSULTANTS

Should the final design intent of the signs require, RSM Design may suggest the assistance of specialty consultants such as a digital media consultant, historian, copywriter, specialty lighting designer, or structural engineer, for example. With the client's approval and at the client's sole expense, RSM Design may retain special consultants to assist with the specified design issue.

MEETINGS

RSM Design will attend all virtual meetings as needed for the successful completion of this project. Up to two RSM Design team members will attend in-person meetings. Please see each phase above for meetings included within each phase. Additional in-person meetings or any out-of-town meetings will be considered an additional service and billed at the rates listed below in the fee section per person per meeting, not to

exceed ten hours per day inclusive of travel time. Any meeting / travel expenses are billed separately as a reimbursable expense.

Professional Fees

THE LINQ PART 1 – BRANDING PROFESSIONAL FEES

PHASE 1: NARRATIVE / STRATEGY / VISION	\$27,000	4 – 6 weeks
PHASE 2: PROJECT BRAND IDENTITY	\$25,000	4 – 6 weeks
PHASE 3: BRAND STANDARDS / GUIDELINES	\$10,000	3 – 4 weeks
PHASE 4: BRAND PITCH BOOK	\$25,000	4 – 6 weeks
PHASE 5: WEB LANDING PAGE	\$8,500	4 – 6 weeks
THE LINQ – BRANDING TOTAL	\$95,500	

THE LINQ PART 2 – SIGNAGE PROFESSIONAL FEES

PHASE 1: VISION / CONCEPT DESIGN	\$50,000	4 – 6 weeks
PHASE 2: SCHEMATIC DESIGN	\$35,000	4 – 6 weeks
PHASE 3: MASTERPLAN GUIDELINES	\$28,000	4 – 6 weeks
CONCEPT SPECIALTY GRAPHICS	\$12,000	2 – 3 weeks
TENANT IDENTITY GUIDELINES	\$25,000	2 – 3 weeks
THE LINQ – SIGNAGE TOTAL	\$150,000	

MOBILIZATION FEE

Upon award of the contract, RSM Design will invoice for \$10,000 as a mobilization fee.

Payment of this invoice, along with the signed contract or letter of authorization to

proceed, will need to be received before design services or travel begins. This amount will be deducted from the final project invoice.

PAYMENT + EXPENSES

RSM Design will invoice for percentages of project fees upon completion at each milestone phase work. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding invoices have been received. RSM Design bills for time, materials and expenses for all projects. RSM Design's standard billing procedure is to provide itemized monthly invoices at the first of each month. Invoices are due net 30 days. RSM Design will make every effort to accommodate special billing requirements if necessary. RSM Design's hourly fees are:

PRINCIPAL / DIRECTOR	\$235.00 PER HOUR
ASSOCIATE PRINCIPAL / SR. ASSOCIATE	\$200.00 PER HOUR
DESIGN / PRODUCTION	\$185.00 PER HOUR

For the purposes of calculating monthly charges, typical reimbursable expenses include, but are not limited to, the following:

- travel expenses
- in-house and external printing expenses
- parking and mileage at standard per diem rate established by federal government
- postage / messenger / express shipping

A standard 10% markup is assessed on all reimbursable expenses above and beyond the outlined expenses. These charges will be itemized in each monthly client invoice. Reimbursable expenses are defined as those actual expenditures incurred directly in conducting the project. These include but are not limited to the items listed above. Excessive reimbursable expenses would be considered an additional fee – these may include such items as professional renderings, photography, presentation models,

purchasing of stock photos, excessive printing, and special presentation materials. The above design fees are fixed fees (unless otherwise stated) and additional fees will only be charged if requested by the client or if the scope and meetings agreed upon change. Any fee associated with requested additional work will be negotiated with the client prior to beginning. Any changes in scope, meetings, or deliverables may result in additional expenses, but this will be brought to the client's attention prior to any work.

PROJECT / CONTRACT DURATION

This project and contract will only be good for 18 months for the design phases from full execution and receipt of the mobilization fee. If this project extends beyond this time period, this contract will be voided and a new contract will be negotiated with the client.

AGREEMENT

This proposal is good for 90 days from the date of issuance. If this proposal is acceptable to you, please sign and date one copy and return it to us, whereupon this proposal will become a binding agreement in accordance with its terms.

Harry Mark, RSM Design

Date

ACCEPTED:

Print Name

Title

Signature

Date

Terms + Conditions

Conditions of Service

RSM Design is a design consultancy firm specializing in graphic design, project branding, and placemaking elements for the built environment. As such, RSM Design does not provide engineering, permitting, or construction documentation. Billing shall be monthly in proportion to the percent complete of the design services with payment due thirty days after receipt by the Owner.

Additional Services

Revisions to the project may require additional service fees. Revisions include changes in the extent of work, increased complexity of any elements of the Project, changes made by the Client after an approval has been made on a specific stages of work, changes to the phasing of the project with the addition of additional packages needed, changes made to copy after approval of final proofs, changes made to the physical site after design work has been approved and any changes resulting in a change of Client Representative. Any work required to be performed beyond normal hours or within a shorter time frame than previously agreed upon, as a result of unusual deadlines or as consequence of the Client not meeting scheduled times for delivery of information, materials or approvals, shall be a charged at an additional fee. Should the RSM Design team be required to revise already completed portions of its work for the reasons listed below, the RSM Design team shall be entitled to additional fees to initiate the requested changes:

- Owner initiated programmatic changes (initiated at any point in the design)
- Owner initiated changes after approval of said work by the Owner requiring the RSM Design team to revise work completed in a prior phase

Work Delays

Fees presume timely approvals and project design progression at a reasonable pace based on the overall schedule provided by the Client / Architect. Delays not caused by RSM Design may necessitate the reassignment of the team to other projects. A reexamination of fee and possible change order may be required to resume work. These delays will not delay or hold up any payments due to RSM Design. If RSM Design is put on hold for over ninety (90) days by the Client, RSM Design reserves the right to renegotiate the professional service fees and may charge a reengagement fee. This agreement may be terminated by either party at any time with or without cause by written notice. Termination shall be effective seven (7) days after date of notice. Upon termination, all invoices presented by RSM Design for services and expenses for periods prior to the date of termination shall become immediately due and payable. Balances left unpaid for 45 days are subject to suspension of all design work. Work shall resume only after outstanding balance is paid in full or satisfactory terms have been agreed upon to in writing. 1.5 % will be assessed on unpaid balances beyond each full 30 day period. Failure of the Client to make payments to RSM Design under this Agreement shall be cause for termination. In the event of a suspension of services, RSM Design shall have no liability for any damages to Client incurred because of such suspension. Termination or suspension of services by RSM Design shall in no way relieve the Client of compensating RSM Design for services performed and expenses incurred to the date of termination.

Basic Services

The services to be provided by RSM Design for the Client shall be restricted to consultation, research, design, and supervision of the implementation and the overall coordination of the Client Project. In addition, certain materials shall be prepared, including presentation materials, in order to describe RSM Design's intentions to the Client and any necessary artwork, drawings and specifications required to enable the design to be printed, fabricated or installed.

Description of Services

RSM Design is a graphic design and consulting firm and as such shall specify color, suggested materials, finishes and details for the design elements that are to be constructed. RSM Design works closely with fabricators and installers on design details, and depends on their expertise for all decisions concerning engineering, lighting requirements, loading calculations, safety considerations and installation techniques. The Client, Architect and general contractor are responsible for reviewing shop drawings for all fabricators to insure compliance with their standards. Under no circumstances shall RSM Design act as or assume the responsibilities of a general contractor. It is the Client's responsibility to designate a contractor or request a sign fabricator to act as a general contractor to complete this project.

Insurance / Liability

RSM Design carries a General Business Liability insurance policy, which includes Non-Owned and Hired Auto, with limits of \$2,000,000 / \$4,000,000 and a deductible of \$1,000. The insurance policy shall be endorsed to name the Client and its affiliates as additional insured. RSM Design shall provide certificates of insurance to Client, evidencing proof of insurance.

RSM Design will indicate proof of Valuable Papers and Records Insurance, Professional Liability Insurance, and Workers' Compensation Insurance. RSM carries standard Worker's Compensation Insurance and does not provide a Waiver of Subrogation. Any changes or upgrades to our insurance can be obtained at the request of the client and will be treated as a reimbursable expense.

Additional Services

Changes to the extent of the work, changes in the complexity of any element of the project, and any changes made after approval has been given for a specific stage of design, documentation or preparation of artwork will be billed to the client on a time and materials basis. Any additional design work or presentations beyond those described in the Scope of Work are considered additional services. In the event that the client requires and authorizes RSM Design to perform services not included in this Scope of Work, RSM Design shall be compensated for time and materials in accordance with the fee and expense schedules listed above. RSM Design has limited our revisions to all submittals in this proposal to one single revision, subsequent changes and revisions shall be an additional service. The Client shall appoint a sole Project Representative to act on the Client's behalf with authority to provide design direction and approvals as necessary. If, at any phase after Concept Design, the project team changes and design direction changes based on the previous direction given, RSM Design reserves the right to ask for additional services for these changes.

Design Ownership

All designs, drawings, branding logos, names, and documentation of the work performed under this agreement is the exclusive property

of RSM Design and shall be utilized only for the application to this project, and no other project. RSM Design reserves the right to use any work produced for the Client as samples, which may be used or reproduced in any reasonable way for the marketing needs of RSM Design. The fee includes a sum for the assignment of rights to the Client to use the designs for all the purposes for which the work was commissioned. The rights will be transferred to the Client upon payment in full of all fees and reimbursables. Any use of the designs by the Client other than those specified here, will require written permission. RSM Design shall retain all tangible property, including drawings, layouts, and other visual presentations in its files for a period of five (5) years from the date of this Agreement. Upon expiration of this period, all materials will be destroyed unless Client provides a written request that they be retained.

Design Credit

The Client will acknowledge design credit to RSM Design for the project as may be pertinent in architectural, engineering, interior design and/or graphic design publicity about the project, in social media, print brochures, project websites, and as may be appropriate, shall cite RSM Design on any formal credit plaque or project sign. Additionally, RSM Design will acknowledge the client and consultant team on any self-promotion developed.

Risk of Usage

RSM Design will not conduct a search for trademarks and service marks that may conflict with any graphics prepared by RSM Design and RSM Design makes no warranties regarding logos or other graphics. The Client assumes all risks related to the use of logos and graphics, including, without limitation, the risk that the logos and graphics may infringe on the rights of others. Notwithstanding the foregoing, Client shall indemnify and hold harmless RSM Design, if RSM Design produces any logos or graphic designs for this project that may infringe on the proprietary rights of others. Photographic images used to convey the design intent are not used with permission of the photographer and are used for reference purposes only. Most images originate from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for publication without prior written consent from the original source.

Standard of Care

RSM Design shall perform its services consistent with the professional skill and care ordinarily provided by design consultants practicing in the same or similar locality under the same or similar circumstances. RSM Design shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Limitation of Liability

Client agrees to limit the liability of RSM Design, its principals, employees and subconsultants to Client and to all contractors and subcontractors on the Project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or RSM Design's fee, whichever is greater. Client and RSM Design acknowledge that this provision was expressly negotiated and agreed upon.

Sole Remedy

It is intended by the parties to this Agreement that RSM Design's services in connection with the Project shall not subject the RSM Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the RSM Design, a California business entity, and not against any

of the RSM Design's individual employees, officers or directors.

Waiver of Consequential Damages.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the RSM Design, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the RSM Design shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

Dispute Resolution

Client agrees that in the event RSM Design institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which RSM Design's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

(a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the Project or following completion of the Project, Client and RSM Design agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation, unless that parties mutually agree otherwise. Client and RSM Design further agree to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those Agreements.

(b) Subdivision (a) shall not preclude or limit RSM Design's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) shall not preclude or limit RSM Design's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

No Guarantees or Warranties

RSM Design makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Entire Agreement

This Agreement contains the entire Agreement between Client and RSM Design relating to the Project and the provision of services for

the Project. Any prior Agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and RSM Design.

Waiver/Enforceability of Terms

RSM Design's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. RSM Design's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and RSM Design.

Assignment

Neither Client nor RSM Design shall assign this Agreement without the prior written consent of the other.