

Society for Environmental Graphic Design
Standard Form of Agreement for Professional Services

Project Data

Date

Design Consultant *[Company name, address, contact, phone, fax, e-mail]*
[“Designer”]

Client *[Company name, address, contact, phone, fax, e-mail]*

Owner *[Company name, address, contact, phone, fax, e-mail]*

Project *[Name, location]*

Designer
Responsibilities

Scope of Services

Basic services for this project shall include

[possible content for this section:

services included [see appendix]

work product or “deliverables” expected

number of design options included

phases included [see appendix or Process Guide], with tasks if necessary

sign types included [see appendix]

number and locations of meeting or presentations included and/or

any additional description of the task(s) at hand]

Project Completion

Services shall be considered 100% complete after *[completion of contract documents]* *[building opening]* *[completion of the punch list]* *[completion of punch list corrections]* *[other]*. Any services required after this will be billed at the standard hourly rates.

Optional Services

The services listed below are optional and are available at the hourly rates listed plus related reimbursable expenses. The designer shall request written authorization from the client before performing any of these services.

Optional services include, but are not limited to, the following:

Revisions or Changes

Revisions include changes to previously approved work, changes in the extent of work or project parameters, changes in the complexity of any elements of the project, activities performed out of sequence, changes necessitated by strikes, code revisions, schedule changes, client personnel changes, field changes, structural/electrical conflicts, fabricator price increases or other causes not within the designer's control.

Additional Consultation

Services not listed above such as:
[e.g. ADA audit; architectural, interior, or site documentation; document translation; additional meetings; preparation of as-builts; nomenclature development; custom artwork; engineering services; follow-up evaluation(s); phasing plan; public review; schedule alterations or extensions; sign maintenance assistance; utility coordination.
For an explanation of these items, see the Menu of Possible Services in the appendix.]

Additional Design

Design of items not listed above such as:

[e.g. architectural items, commemorative signs, electronic signs, environmental enhancements, exhibit design, identity design, miscellaneous items, tenant criteria. For an explanation of these items, see the Menu of Possible Services in the appendix.]

Client Responsibilities

- Appointment of a sole representative with full authority to provide or obtain any necessary information and approvals required by the designer.
- Coordination of the decision-making process with parties other than the designer.
- Timely communication of administrative or operational decisions if they affect the design or production of signage or graphic items; coordination of required public approvals and meetings.
- Timely provision of accurate and complete information and materials requested by designers such as site plans, building plans and elevations, utility locations, color/material samples and all applicable code information.
- Provision of approved nomenclature; securing approvals for copy from third parties [such as end users or donors] if necessary.
- Provision of photographs, illustrations or other visual materials that are in a form suitable for reproduction without further preparation.
- Final proofreading and written sign off of all project documents including artwork, message schedules, sign location plans and design drawings before their release for fabrication or installation. In the event that the client has approved work but errors, such as typographic errors or misspellings, remain in the finished product, the client shall incur the cost of correcting such errors.
- Arranging for the documentation and implementation of all electrical, structural or mechanical elements needed to support, house or power signage; coordination of sign installation with other trades.
- Bid solicitation and contract negotiation. Establishment of final pricing and contract terms directly with fabricators or vendors.
- Establishment of specific invoicing procedures for the designer which will ensure timely payments.

Compensation

Fees

This project will be completed for the [lump sum fee of] [not-to-exceed limit of amount listed on the attached spreadsheet. OR This project will be billed on an hourly basis.

⌘

[On spreadsheet, list fee (broken down if appropriate; can breakout by item, task, phase or % complete, if necessary]

Hourly Rates

Standard hourly rates are listed below and shall apply for XX months from the date of this proposal

⌘	position
⌘	position
⌘	position
⌘	position

[Note here if any activity is billed at different rates, e.g. travel or production]

Reimbursable Expenses

In addition to the fees listed above, the design firm shall be compensated for reimbursable expenses including both in-house charges and outside expenditures made in the interest of the project.

Examples of reimbursable expenses include film, processing, digital photos, typesetting, materials, reproductions, photocopies, laser prints, disks, scans, computer output, long-distance telephone charges, faxes, expressage, mileage at XX ¢/mile, parking, travel, out-of-town meals and lodging.

Costs of services such as fabrication of models or mock-ups, renderings, printing, conventional or digital artwork/photography/illustration or retouching, whether performed in or out of house, shall also be considered reimbursable expenses. Cost of sign permits or plan reviews will be considered reimbursable expenses.

Reimbursable expenses will be billed at cost plus a XX % handling charge. *[Note here if any specific items will be billed without the handling charge.]*

Reimbursable and Implementation Estimates

Estimates provided at any time during the project for reimbursable expenses or implementation charges such as fabrication or installation are for planning purposes only. They represent the best judgment of the design consultants, but shall not be considered a guarantee that project bids or costs will not vary or increase.

Payment Schedule

An initial payment of \$ XXXXX is required when this project commences. This payment will be credited *[against the first invoice] [against the final invoice] [other].*

Fees and reimbursable expenses will be billed *[monthly as time is expended] [by percentage complete] [by phase or work product] [other].*

Payment is due within XXX days. Payments not received within XXX days will

bear a one-time late charge of [/\$ XXX]. The designer reserves the right to temporarily suspend services when an invoice is not paid within days. The designer shall be entitled to reimbursement of all costs incurred in collecting overdue accounts including, but not limited to, legal fees.

Project Delays

If this project is suspended in whole or in part or delayed for XXXX weeks or more, XXXXX the designer reserves the right to charge a restart fee of \$ XXXX to accommodate the additional start/stop time or re-negotiate the fee to reflect any changes in hourly rates, expenses or project scope. In the case of project suspension, the designer shall be paid for all services performed and reimbursables expended to that date.

The designer will use his best efforts during design activities to meet the client's target dates. However, if there are delays in the project, whether caused by the client, fabricator, or others, the designer shall not be liable to the client for any expenses, lost profits or damages sustained as a result of these delays.

Terms and
Conditions

Arbitration

Project disputes in excess of \$ XXXXX *[the maximum limit of the jurisdiction of small claims court]* arising out of this contract shall be submitted to binding arbitration in the state of conducted in accordance with the rules of the American Arbitration Association. The prevailing party shall be entitled to all arbitration and court costs and reasonable attorney's fees.

Assignment

Neither the client nor the designer may assign or transfer their interest in this agreement without the written consent of the other party.

Engineering

The designer shall design all items required for this project including specifications for materials and construction details. However, it is understood by the client that the designer is not a licensed engineer or architect, and that responsibility for the interpretation of design drawings and design and engineering of all work performed under this contract to yield an effective and safe product is the responsibility of the client and its architect, engineer or fabricator. It is further agreed that the client shall indemnify, defend, and hold the designer harmless from and against any claim, suit, damages, and expense, including attorneys' fees arising from any claim by any party in this regard.

Entire Agreement This Agreement constitutes the entire Agreement between the parties and supersedes any prior or concurrent agreements, understandings, arrangements and negotiations. No amendment or modification of this agreement shall be valid or enforceable unless in writing and signed by the parties affected.

Implementation

The client shall contract and pay directly for implementation services such as fabrication or installation. The designer shall not be held responsible for the quality or timeliness of the fabricator's work, whether or not the designer assists the client in evaluating, selecting or monitoring the fabricator or installer.

Liability

Liability of the designer shall be limited to the total design fee for the project.

Ownership

All artistic expression, design concepts, sketches, notes, photographs, drawings, specifications, computer files and the right to create copies or derivative works therefrom shall remain the property of the designer whether the project for which they are made is executed or not.

Use of project documents or derivative works by the client on other projects shall entitle the designer to further compensation equal to the original project fee unless otherwise agreed to in writing by both parties.

If the client reuses designs or specifications at any other time or in another location, the client shall hold the designer harmless against claims for loss or damages resulting from the failure of these designs encountered with such reuse.

The designer shall retain all artwork, drawings, and specifications for this project for a period of months from the date of the final invoice. Upon expiration of this period,

all such materials will be discarded unless the client requests their continued storage.

Ownership/Identity

Upon payment of all fees and expenses, the designer transfers ownership of the final logo, logotype and/or typography developed to the client. *[For identity projects]*

Representations

The client represents that it has full power and authority to enter into this Agreement and that it is binding and enforceable in accordance with its terms.

The design firm represents that it has full power and authority to enter into this agreement and that it is binding and enforceable in accordance with its terms.

Sales Tax

The client shall pay any sales, use or other taxes that may be applicable to the services provided under this agreement, including any tax that may be assessed on a subsequent audit of the designer's tax returns.

Severability

All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

Termination

Either party may terminate this agreement after giving 10 days written notice. In event of the termination of this contract, the designer shall be paid in full for all services performed up to the termination date, based on standard hourly rates, along with associated reimbursable expenses.

This proposal, made on XXXXXX, 19XX, shall remain valid for XXXX days and will become a binding contract when signed below by the client and design firm.

Proposal Acceptance

Signed:

Accepted by:

X.....
Design Firm Date

X.....
Client Date

Appendix to SEG D Standard Form of Agreement

Menu of Possible Services

A listing of possible project phases, most common sign types and design services appears below. Items listed could be considered either basic services or additional services depending on the project. Use this menu of services to assist you in completing the "Scope of Services" and "Additional Services" sections of the Agreement.

Project Phases

The following are phases in a “typical” environmental graphic design project:

- Programming
- Schematic design
- Design development
- Contract documentation
- Contract administration (including bid assistance)

For a detailed description of these phases, consult the SEG D Process Guide. Other phases that may be included occasionally are pre-design audit or survey, research, mockup, artwork preparation or follow-up evaluation.

Sign Types

The majority of signs can be categorized as follows:

- Commemorative/donor recognition
- Decorative/ornamental
- Directional/wayfinding
- Directories/maps
- Electronic/interactive
- Exhibit/display
- Identification
- Informational
- Interior or exterior architectural enhancements
- Interpretive
- Orientation devices
- Regulatory
- Specialty [billboards, construction signs]
- Temporary

Design Services

ADA Audit

Evaluation of a facility's compliance with the Americans with Disabilities Act.

Architectural, Interiors or Site Documentation

Preparation of accurate base plans or elevations.

Additional Meetings

Meetings or site visits in addition to those listed due to phased installation, contractor error or client request.

As-Builts

Preparation of “as built” design drawings, message schedules or sign location plans that document the final installation and include field changes; review of “as built” documents prepared by contractor.

Architectural Items

Consultation, design, specification or shop drawing review of architectural items such as illuminated exit signs, elevator control panels, fire extinguisher/hose cabinets, clocks, bulletin boards, building color palettes, flooring/paving/textile patterns, lighting, millwork or trash receptacles.

Commemorative Signs

Planning, design or documentation of donor recognition or commemorative signs.

Copy Development

Writing or editing sign messages; development of a room numbering plan; nomenclature/naming; Braille or foreign language translations; research or copywriting for informational/interpretive signs.

Custom Artwork

Design, artwork or retouching of letterforms, imagery, maps, diagrams [such as fire evacuation diagrams], symbols, pictograms, patterns, etc.; preparation of scans, separations or traps required.

Document Translation

Development or translation of drawings, plans or sign formats into client's computer format.

Electronic Signs

Planning, design or documentation of electronic signs or components, computer - driven, video or interactive devices and their accompanying software and hardware.

Engineering Services

Contracting with engineering professionals for electrical/structural design, documentation or drawing seals. Traffic or parking studies.

Environmental Enhancements

Planning, design or documentation of ornamental or decorative elements.

Exhibit Design

Planning, design or documentation of exhibits, displays, or interpretive graphics.

Fabricator Coordination

Additional coordination time required if fabricator or supplier selected is not pre-qualified, defaults or is unqualified in any aspect of work, if the project necessitates more than XXXXXXXX fabricator[s], more than XX bid package[s], more than XXX shop drawing review[s], more than XXX punch list[s], or if all shop drawings/samples are not submitted for review simultaneously.

Follow-up Evaluation

Follow-up evaluation of finished product, survey of end users; recommendation of design or operational adjustments to be made.

Identity Design

Design, revision or redrawing of logos, logotypes or typographic identities; design of print applications. Assistance with obtaining trademarks, copyrights; name/symbol/nomenclature searches.

Miscellaneous Items

Design, specification or documentation of uniforms, vehicle graphics, construction signs, murals, billboards, temporary signs, etc.

Mock-ups, Models

Manufacture or procurement of models, mock-ups or prototypes for evaluation of design concept, legibility, color, size and/or typography.

Phasing Plan

Preparation of plan for phased manufacture or installation of elements based on specific client parameters.

Public Review

Assistance in obtaining sign permits or variances; assistance with sign reviews, presentation of designs to parties outside the project team such as government officials, historical commissions, end users, neighborhood organizations, employee groups, ADA user groups, etc.; preparation of renderings or additional presentation materials for such meetings.

Schedule Alterations

Additional time required if the project schedule is extended XX weeks or more, or if all items in the project scope cannot be designed, documented, fabricated or installed together.

Sign Maintenance Assistance

Formulation of guidelines manual to facilitate future extension of program; formulation of ordering procedures for ongoing replacements and reorders; recommendations for in-house sign making or maintenance equipment.

Tenant Criteria

Sign guidelines for tenants or other third parties.

Utility Coordination

Determining locations of building or underground utilities; obtaining permission for sign installation at specific locations.

Optional Clauses

The following clauses may be added to the base contract under “terms and conditions.”

ADA Compliance

All signs shall be designed to comply with the current understanding of the Americans with Disabilities Act. However, as this act is a Civil Rights act and not a specific code, there is no definitive way to guarantee that a specific design will be judged acceptable.

Credits

Credit to the design firm and fabricator[s] is required whenever the project is publicized or exhibited. Credit should read: XXXXXXXX .

Indemnification

The client shall defend, indemnify and hold the designer harmless from all suits, claims, judgments and liabilities of any kind whatsoever, including, without limitation, property damage and bodily injury or death, arising of this agreement or project by the client due to any intentional or negligent acts, errors or omissions of the client or its agents, contractors or employees, including costs of litigation and attorney's fees.

Insurance

The designer shall maintain in force, during the duration of this agreement, the following insurance coverage:

Automobile Liability -

Errors and Omissions -

General Liability -

Workers' Compensation -

The client may request certificates of insurance as evidence of coverage. The policy limits for errors and omissions shall include costs of defense including reasonable attorneys' fees.

Project schedule

Upon acceptance of this proposal, the designer and client shall formulate a schedule that is acceptable to both.

Photography

The designer shall have the right to photograph all completed designs or installations and shall have the right to use such photographs or other visual materials from the project for publication, exhibition, or other promotional purposes.

Records

The designer shall maintain records of hours and reimbursable expenses. These records shall be available to the client at mutually convenient times.

Third Party Agreements

The client grants to the designer the right to act on the client's behalf to contract with or give instructions to any person involved in the project, such as

photographers, illustrators or writers. The designer agrees to review with the client for approval any terms and conditions, including required credits, that may be imposed on the client or designer by such third parties.