

**CONTRACT**  
**FOR SERVICES UNDER \$50,000**

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

This Contract for Wayfinding Strategy services is entered into by and between Wa-Fi, LLC dba PLANIT Studios (herein referred to as "Contractor"), and the City of Columbus, Department of Public Health (herein referred to as "City").

**WITNESSETH**

WHEREAS, the City has a need for Wayfinding Strategy services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

**ENTIRE AGREEMENT**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

**1. Contract Term**

The term of this Contract shall be from 4/1/2023 to 2/29/2024. This Contract shall not automatically renew.

**2. Maximum Obligation**

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$50,000.00 unless additional funds are appropriated and authorized.

**3. Pricing and Scope of Services**

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A\*** and as contained in the bid specifications, which are expressly incorporated herein.

\*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

**4. Equal Opportunity Clause**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

**5. Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **City's Contract Administrator/Contract Administration**

Makeda Porter will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

City: Makeda Porter  
Columbus Public Health  
240 Parsons Ave  
Columbus, Ohio 43215

Contractor: Pete Williams  
PLANIT Studios  
760 Lakeview Plaza Blvd, Ste 500  
Worthington, Ohio 43085

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

**Invoices:** All invoices shall be submitted to the address listed on the Purchase Order.

**10. Modifications**

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

**11. Contract Termination**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

**12. Nonexclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

**13. Survivorship**

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

**14. Save Harmless/Indemnification**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

**15. Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

**16. Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

**17. Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

**18. Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

**19. Insurance**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

**Bodily Injury Liability:**

Each Person           \$500,000  
Each Accident        \$1,000,000

**Property Damage Liability:**

Each Accident        \$500,000  
All Accidents         \$1,000,000

**20. Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

**21. City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

**EXHIBITS A, B AND C MUST BE ATTACHED HERETO.**


**\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\***

**CITY OF COLUMBUS**

DocuSigned by:  
MWR by Anita Clark 4/18/23  
5631545F188F46E...  
Signature Date

Dr. Mysheika W. Roberts, Columbus Public Health  
Printed Name, Title and Department  
Federal Tax ID Number: 316400223

**CONTRACTOR**

 4/7/23  
Signature Date

PETER S. WILLIAMS, CEO  
Printed Name and Title  
Federal ID Number: 38-3895603

Please list remit address below:

760 LAKEVIEW PLAZA BLD  
SUITE 500  
WORTHINGTON, OH 43085



March 24, 2023

Makeda C. Porter  
Center for Public Health Innovation  
Columbus Public Health  
240 Parsons Avenue  
Columbus, OH 43215

**Re: RFP for Wayfinding strategy and signage system design services**

PLANIT Studios (PLANIT) is pleased to present our proposal for the above-referenced project.

**BACKGROUND**

It is our understanding Columbus Public Health (Owner) is interested in a consultant to develop a wayfinding strategy and signage system design for the facilities.

- The project location is 240 Parsons Avenue, Columbus, Ohio 43215.
- The wayfinding strategy must direct visitors to the main entrance and direct visitors to appropriate areas once inside the building.
- The project includes developing a wayfinding strategy, exterior/interior signage design process, fabrication and installation oversight (appendix A and B in the RFP).
- The signage design must meet the branding needs and requirements of CPH and should honor CPH's mission/values and compliment/respect the overall architectural style.
- The signage design must meet all federal, state, and local zoning, ADA, and any other requirements.
- Submit three options for exterior and interior signage in a good, better, best level of cost.
- The wayfinding strategy and signage design should be understood by a diverse visitor population, including those with limited English proficiency.
- The exterior wayfinding signage will need to be reviewed and approved by the City of Columbus Graphics Commission as well as any other Area Commissions that have jurisdiction over the site.
- We will coordinate our efforts with the Communications, Building Services and Center for Public Health Innovation teams.
- We will utilize a web-based sign auditing software called Sign Agent. This program allows us and the Owner to understand the number of each sign type in the system and will help confirm or refine your tentative replacement schedule.
- If required oversee and manage bids for signage fabrication and installation.

**SCOPE OF SERVICES**

Based on the background information provided, we have summarized our proposed professional design services in the following tasks:

**TASK 1 - On-Building Branding and Exterior Wayfinding Strategy**

The purpose of this task will be to study the building architecture for on-building brand application and study the site conditions to create a strategy for exterior wayfinding.

1. Development of initial exterior signage concepts, which includes:



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- a. Providing examples and insight on how the Owner's brand is applied.
- b. Suggest ways to appropriately incorporate logos/names on the building and other sign types on the site.
- c. Develop a wayfinding strategy that identifies appropriate sign locations, types, and information, including:
  - i. On-building department identification signage on east side of building/ visitor entrance
  - ii. Vehicular directional signage
  - iii. Pedestrian signage that is inclusive of safe site access from bus stops on East Main and East Broad.
2. Review the signage allowances and requirements of the City of Columbus (and any other applicable authorities having jurisdiction) for signage and summarize.
3. Present initial on-building, vehicular and pedestrian directional signage options and wayfinding strategy.
  - a. This will include existing information and strategies from the Owner.
  - b. A strategy that fits within the restrictions of the City of Columbus (and any other applicable authorities having jurisdiction).
  - c. Recommendations for signage and identify if these recommendations will require a variance.
4. Refinement to one direction.
  - a. Based on the preferred direction in Task 1, we will refine the on-building branding and exterior wayfinding strategy.
  - b. Present the refined direction and receive feedback to finalize.
5. Development of a preliminary cost projection due to City of Columbus by 5/15/2023.
  - a. Good- minimum, suggestions considered "must have" for effective wayfinding
  - b. Better- mid-range, some additions or upgrades
  - c. Best- high cost, all options
6. Coordination with the building design and construction teams throughout the exterior wayfinding and signage design process (including signage needs such as mounting, electrical, etc.).
7. Present the final on-building branding and exterior wayfinding strategy direction for sign-off by the Owner.

## **TASK 2 - Interior Wayfinding Strategy**

This task will study the floor plans to create a strategy for interior wayfinding and departmental identity. Expected activities include but are not limited to the following:

1. Develop initial goals for interior signage.
  - a. Review the current sign standards the owner utilized for their existing facilities.
  - a. Gain clarity on sign organization concerning brand, departmental naming, regulatory messages, and other information.
  - b. Review examples of current signage types found on site.
  - c. Include signage strategies for location, type, and information.
    - i. Directional signage vs. room signage, etc.
  - d. Include directional and program/task specific signage type options.
2. Development of a preliminary cost projection.



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- a. Good - minimum, suggestions considered "must have" for effective wayfinding.
  - b. Better - mid-range, some additions or upgrades.
  - c. Best - all options.
3. Coordination with the building design and construction teams throughout the interior wayfinding (including signage needs such as mounting, electrical, etc.)
  4. Present the refined interior wayfinding strategy direction for Owner sign-off.

### **TASK 3 - Proposal/ Quotation Requirements**

This task aims to create a comprehensive design intent package for bidding. Based on the approved direction defined in the Tasks listed above, expected activities/deliverables include but are not limited to the following:

1. Sign Location Plans keyed to floor plans (PLANIT will utilize Sign Agent software)
2. Sign Layouts Designs (including ADA/life safety, directional, room identification, and architecturally significant signage).
3. Sign Message Schedules (PLANIT will utilize SignAgent software)
4. List of information required from CPH along with associated due dates.
  - a. Executed contract: 4/1/23
  - b. AutoCad files delivery: 4/1/23
  - c. Exterior and interior signage package: 4/1/23 - 5/15/23
  - d. Owner review: 5/15/23 - 6/14/23
  - e. Bid package: 6/15/23 - 8/1/23
  - f. Owner review: 8/1/23 - 8/14/23
5. Implementation timeframe.
  - a. Graphics Commission application: 8/14/23 (hearing date: 10/17/23)
  - b. Bid document announcement: 10/18/23
  - c. Contract signed for fabrication/installation: 11/17/23
  - d. Signage to be fabricated and installed not later than 2/29/24
  - e. Punch out after installation
6. Final design package (11x17 format)
7. Coordination with the team and consultants on signage needs – mounting, electrical, etc.
8. Assistance with bidding, including:
  - a. Answering RFIs
  - b. Creation of possible addenda, if required.

### **TASK 4 - Signage Implementation**

The purpose of this task is to oversee the fabrication and installation of the signage system.

Expected activities include but are not limited to the following:

1. Review of shop drawings and material samples.
2. Observation and inspection during fabrication (3 of trips to the site).
3. Review onsite installation. (2 of trips to the site here if needed).
4. Prepare a punch list for closeout (2 of trips to the site here if needed).





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### TASK 5 - Meeting Time

Because it will be difficult to anticipate the number of meetings that will be required, we have budgeted 5 meetings at 2 hr. a session (assuming two PLANIT members are in attendance). We will draw against this time allotment. Any time over that will be charged as additional to the contract amount.

### PROPOSED FEES

PLANIT proposes to invoice for the design services as outlined in the Scope of Services based on the following Lump Sum Fee schedule.

TASK	DESCRIPTION	FEE
1	On-Building Signage and Exterior Wayfinding Strategy	\$ 11,100
2	Interior Wayfinding Strategy	\$ 7,140
3	Proposal/ Quotation Requirements	\$ 16,160
4	Signage Implementation	\$ 12,600
5	Budgeted Meetings (20 hours)	\$ 3,000
	Not-To-Exceed Fee	\$ 50,000

### REQUIRED INFORMATION

To proceed with our proposed Scope of Services, PLANIT will require an electronic copy of the following:

1. Architectural site plan and building floor plans with room numbers in AutoCAD and REVIT (if available) format.
2. All corporate branding information and manuals.
3. An empty office in the facility from which to work. (if needed)
4. A point person to assist us in coordinating meetings and gaining approvals throughout the process.

### ITEMS NOT INCLUDED IN THIS WORK SCOPE

Any services requested by the Owner outside the scope of service as outlined in this proposal will be done at PLANIT's hourly rates and would not begin until obtaining the OWNER's Approval. Services outside of the Scope of Services may include.

1. Application fees associated with any permit or variance application.
2. Developing a donor or staff recognition system.
3. Developing printed materials or online content (i.e., map development, website).
4. Engineering for exterior (on building and ground mounted) signs.
5. Cost to prototype interior and exterior signs.
6. Digital wayfinding product or implementation.
7. Digital kiosks hardware or software.

### Hourly Rates:

Principal	\$150.00
Senior Designer	\$120.00
Designer	\$ 95.00



**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01701828

Period Specified Below  
07/01/2022 to 07/01/2023

WA-FI, LLC  
PLANIT Studios  
500 W WILSON BRIDGE RD STE 314  
WORTHINGTON OH 43085-2238



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

*Stephanie McCloud*

Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

