

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
RSM DESIGN
for
BAYWIDE SIGNAGE STRATEGIC
PLAN CONSULTANT SERVICES
AGREEMENT NO. 98-2018RH**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and RSM DESIGN, INC., a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on May 9, 2018 and shall terminate on May 8, 2019, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$280,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing

immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.
- c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.
- d. **Additional Services; Task Authorizations**
- (1) Additional services may be required for the completion of the services specified in this Agreement. For performance of Additional Services, District shall compensate Service Provider using the terms and conditions in Attachment B, Compensation and Invoicing. With Additional Services the maximum amount of this agreement shall not exceed \$280,000.00. If Additional Services are required, they shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA), Exhibit A, attached hereto and incorporated herein, for said services.
 - (2) An estimate of the level of effort shall be submitted to the District and negotiated for each Task Authorization. Pricing of each Task Authorization shall be governed by the cost and pricing information

attached hereto and made a part of this Agreement as Attachment B, Compensation and Invoicing.

- (3) A Task Authorization shall not be considered effective until the Task Authorization form has been signed by District.
- (4) Service Provider shall bill for Additional Services in accordance with the terms of payment, including the documentation required in this Agreement. In addition, invoices for Additional Services shall cite the appropriate Task Authorization (TA) number.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or

facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS**

a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

b. Listed below are the firms that the District has approved as Service Provider's sub-contractors to provide services under this Agreement:

NAME OF FIRM

TYPE OF SERVICES PROVIDED

KDTA

Signage, Public Outreach and Wayfinding

c. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the

performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance.
9. **INDEMNIFY, DEFEND, HOLD HARMLESS**
- a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this

Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.
 - (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit B, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.

- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District (“Waiver of Subrogation”).
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers’ Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with “Workers’ Compensation and Insurance Act”, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer’s Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- (4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, “tail” coverage in the same minimum amount as set forth in this paragraph.

- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.
12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be

construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **OWNERSHIP OF RECORDS.** Upon payment in full for services rendered, any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider)

shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.

17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the

District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE)**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.
- b. Certified Payrolls. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that

all certified payrolls are provided to the District. Service Provider shall submit certified payrolls electronically via the software LCPtracker.

- (1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Service Provider's request.
- (2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.
- (3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider's request.
- (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
- (5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the Service Provider.

- (6) Training options can be provided to the Service Provider upon request.

21. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE)**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

23. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

a. Submit all correspondence regarding this Agreement to:

Katie Brinker, Manager, Citizen & Customer Intelligence
Marketing & Communications Department
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. (619) 686-6298
Email: kbrinker@portofsandiego.org

b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Suzanne Schwartz, President
RSM Design
160 Avenida Cabrillo
San Clemente, CA 92672
Tel. (949) 492-9479
Email: Suzanne@rsmdesign.com

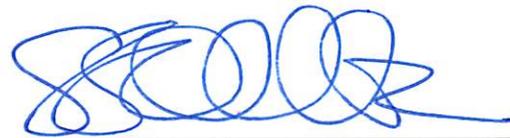
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- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

RSM DESIGN

Jenifer Barsell
Director, Marketing & Communications



Suzanne Schwartz
President

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

A. Task 1: Technical Analysis

Service Provider will review current signage and conduct complete technical analysis for signage needs on district tidelands including placement of iconic, monument, wayfinding, rule, and experiential signage defined in *Exhibit C: Baywide Signage Working Group Analysis & Planning Guide*.

Service Provider will document and evaluate the site and existing signage conditions to determine the most effective way to meet the client's goals and objectives. Service Provider will document the project site conditions and signage in photos to prepare the analysis. During this task Service Provider will locate key areas for the addition of signage, reduction in signage and/or replacement of signage that will offer the greatest impact and cost benefits for the project. Service Provider will also review the existing signage to verify if existing sign elements can be reused in any new signage solutions. As part of this first task, Service Provider will research the project context and community to understand the specific nature and unique characteristics of the project.

Deliverables

Service Provider will prepare a signage analysis and "Master Plan" book that will consist of the following:

- Photo documentation of existing signage conditions
- Plan locations of new, replacement and existing signage conditions
- Written and/or graphic analysis of signage
- Technical Analysis deliverables will be compiled into a PDF presentation

B. Task 2: Community & Stakeholder Outreach

Service Provider's team will conduct public outreach and community and government stakeholder coordination in partnership with the District to complement technical analysis in order to create complete recommendations for the signage plan.

1. Community & Stakeholder Outreach Materials

Prior to each meeting, Service Provider will prepare materials needed for the Community & Stakeholder Outreach session in coordination with the District. This might include interactive boards, graphics, and worksheets to facilitate the thorough knowledge of the public's needs and help communicate the project objectives.

2. Community & Stakeholder Outreach Meeting
Service Provider will conduct the public outreach meetings in conjunction with the District to help facilitate the stakeholder feedback as well as engage the community with the materials prepared for the workshop. By engaging the community in meaningful and entertaining ways, the quality of the outcome will be authentic and diverse.
3. Community & Stakeholder Outreach Meeting Notes
Upon attendance at the meeting, Service Provider will prepare a summary document of the findings for the District's use.

C. Task 3: Concept Design

Service Provider will present three distinct design concepts to the District including an example for each of the five major signage types: iconic, monument, wayfinding, rule, and experiential signage. Design concepts should be in alignment the Port's Brand & Design Guidelines and all design considerations outlined in *Exhibit C: Baywide Signage Working Group Analysis & Planning Guide*. Once a direction is selected, Service Provider will provide two rounds of refinement to the selected direction and vector art for all final selected design concepts. Service Provider will perform the following tasks:

1. Discovery and Analysis
Service Provider will research and investigate the communities within the District to discover the unique DNA which makes up the District. Service Provider will investigate what makes this area distinctive by uncovering cultural references, history, stories, and people that define the character of each zone. This may include investigations into items such as area demographic and target audience, site context style and character, other waterfront projects, and local sign restrictions and requirements, cultural and historical contexts, to name a few.
2. Concept Design
Based on the stakeholder feedback and our discovery and analysis efforts, Service Provider will develop concept design directions and initial project design palettes for the five major signage types. Through the use of photographic images, unique references, and hand or computer generated design sketches; this concept package will communicate the character and feeling of the graphics and signage.

Deliverables

- Conceptual narratives, images, and photographs that capture the essence of the project and reinforce the project vision – reference and character pages that convey the vision approaches to the project
- A maximum of three (3) different concept design directions will be developed with up to two (2) round of revisions to a single selected concept - these will include original design directions for the character

and design approaches to the specific signs outlined in the scope. Not every sign will be designed at this concept stage, only a single sign for each of the five major signage categories.

- Concept deliverables will be compiled into a PDF presentation

D. Task 4: Produce Baywide Signage Strategic Plan

Service Provider will produce complete Baywide Signage Strategic Plan for all District Tidelands including guidelines specific to each of the following areas:

1. *Design Guide – Concept art and example signs with specifications for multiple sizes for replication*

The design guide will include more developed drawings of all of the scope items, based on the single selected concept design direction. During this phase Service Provider will prepare designs showing the various sign types, shapes, sizes and recommended materials, colors and finishes for review of design directions. Illustrations and elevations will be included to convey the schematic development clearly. The following signs may be developed (final list to be developed based on analysis conducted):

ICONIC

- Signs for each of the Port's planning districts

MONUMENT

- Monument/Park Title Signs
- Identifying public spaces

EXPERIENTIAL

- Art/Plaques
- Bay Geography
- Benches
- Maps
- Exercise
- Playground
- Wildlife/Environmental Signs

WAYFINDING/INFORMATIONAL

- Bulletin Boards
- Directional Signs
- Restroom Signs
- Trash Cans

RULES

- Hot Coals
- No Smoking
- No Wake Zone

- Other Rule Sign
- Park Hours Sign/Park Rules
- Parking Lot Signs
- Restricted Area Sticker
- TWIC Sticker

OTHER

- Awards
- Conference Signs
- Misc. Signage or Logos
- Non-Port Signs

2. *Location Guide – Aerial map of each planning district with specific locations mapped for all signage installation points*

Service Provider will coordinate closely with the District team on specific sign locations, electrical location needs, and signs that require backing or footings.

3. *Production & Installation Guide – Technical fabrication and installation specifications for consistency*

The information contained in the final Production & Installation package will be suitable for pricing and bidding by qualified signage fabricators, as well as the creation of shop drawings by the selected sign fabricator. The final design intent package will show clearly the design aesthetic intent of all signs (conveying the intended design as seen from the exterior of the signs), but does NOT include full detailing of internal structure, engineering, foundations details, lighting specifications, venting, backing, attachments, etc. and is not intended for construction, but contains enough information for a fabricator to produce shop drawings.

Please note that the design intent drawings in the final package are not for construction and as typical in the sign industry, the selected sign fabricator acts as the contractor for the signs and is to generate final shop drawings for the actual production and fabrication of the signs. The selected sign fabricator is responsible for coordinating with local codes or requirements, sign engineering, structural requirements and coordination, electrical, backing, venting, waterproofing, and all attachment methods. The drawings generated by Service Provider will show the visible design intent of each sign, but will not address all internal structural and its coordination, backing and attachment methods, electrical, waterproofing, venting items, etc. – these will be the responsibility of the selected sign fabricator to work through these details in the shop drawing and fabrication phase.

Deliverables

- Final design intent computer-generated drawings for each sign type outlined in the scope of services. These drawings will include sign form, dimensions, material call outs, type layouts, and color call outs; all necessary sign views will be included to convey the design intent
- Finalized sign location plans as coordinated with the project consultant team and approved by the District
- General outline specifications
- Design intent deliverables will be compiled into a PDF presentation

4. Long-Term Integration Guide – Plans for integration of future development areas

The Long-Term Integration Guide will speak to the signage and wayfinding integration into future developments areas, providing a succinct guidelines for a holistic methodology for design, locations, and messaging.

First draft, two rounds of edits, and final draft of Baywide Signage Strategic Plan to be provided in PDF format; final to be provided in AutoCAD format as well.

E. Task 5: Explore Digital Integration

Service Provider will provide recommendations for digital wayfinding integration including online, mobile app, kiosk or other solutions.

Capitalizing on Service Provider's strategic alliance with Sensory Interactive, the team will work to identify any possible opportunities for integration of digital applications into the wayfinding program. This package will also highlight the prospects for any monetization of the digital systems noted.

F. Task 6: Provide Statement of Cost

Service Provider will provide estimated statement of cost for production and installation in alignment with provided specifications.

G. Task 7: Two (2) Public Forum Meetings

Two meetings which would consist of at least one Service Provider principal attending meetings such as those with the Board of Port Commissioners, the Coastal Commission, etc., in order to answer details related to the signage design and program.

H. Clarifications

Service Provider has made the following clarifications when writing the proposal:

1. Logo and Copyright: The client will provide the project name and logo prior to start of design; 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.
2. City Submittals: Service Provider's base contract does not include meeting time, the preparation of, and submittal of special packages for the individual City approvals and permitting within the District. Service Provider does not manage the process nor submit applications for project signage variances or special area permits.
 3. Deliverables: Service Provider's base contract does not include the design of temporary construction and barricade graphics, district wide map, digital hardware and software specifications, highly rendered / presentation quality views of signage placed into architectural renderings, unless identified otherwise.
 4. Bid Documents: It is the responsibility of the selected sign fabricator to provide all final shop drawings for construction. Additionally, the selected sign fabricator will be responsible for providing sign engineering, structure, backing, foundations, venting, electrical, lighting, and waterproofing. Service Provider does not provide specifications in MasterFormat or MasterSpec, however, does provide sign industry standard general specification recommendations. Service Provider does not provide specific file formats other than those generated with standard Adobe CC software and the final deliverable in AutoCAD.
 5. Representative: We assume that the District shall appoint a sole Project Representative to act on their 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, Service Provider reserves the right to ask for additional services for these changes.

I. Meetings

Service Provider has included the following in-person meetings within this proposal.

1. Task 1: Technical Analysis:
 - a. One (1) kick off meeting with District team members
2. Task 2: Community & Stakeholder Outreach:
 - a. Two (2) meetings with stakeholders
 - b. Three (3) meetings with community
3. Task 3: Concept Design:
 - a. Two (2) meetings with District
4. Task 4: Produce Baywide Signage Strategic Plan
 - a. Two (2) meetings with District team members
5. Task 5: Explore Digital Integration
 - a. One (1) meeting with District team members
6. Task 6: Provide Statement of Cost
 - a. One (1) meeting with District team members
7. Task 7: Public Forum Meetings
 - a. Two (2) Public forum meetings which may include Board of Port Commissioners, Coastal Commission, etc.

Service Provider will participate in up to 20 internet-based meetings and conference calls as needed for coordination are included in this proposal's fee. If weekly GoTo Meetings are required, then additional services may apply. Additional on site meetings at the request of the client will be considered an additional service and billed at the hourly rates listed in Attachment B.

J. Additional Services

Additional services not within the Scope of Services may be necessary and would be negotiated and authorized through a Task Authorization (TA).

Each task is to be authorized by District prior to commencement.

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Invoice(s) shall be Lump Sum, Fixed Fee, or Time and Materials or any combination of all three.
- (a) Each invoice for Lump Sum work shall include:
- Date work performed;
 - Description of the work performed;
 - Direct Costs.
- (b) Each invoice for Fixed Fee work shall include:
- Date work performed;
 - Description of the work performed;
 - Percent of total work being invoiced;
 - Percent of total work completed;
 - Direct Costs.
- (c) Each invoice for Time and Materials work shall include:
- Date work performed;
 - Description of the work performed;
 - Hours worked by personnel classification;
 - Rate per personnel classification;
 - Total personnel cost by classification; and
 - Direct Costs.

- (2) Tasks shall be invoiced in accordance with the following Rate Table:

TASK NO.	DESCRIPTION OF TASK	AMOUNT
TASK 1	Technical Analysis	\$53,350.00
TASK 2	Community & Stakeholder Outreach	\$33,950.00
TASK 3	Concept Design	\$33,950.00
TASK 4	Produce Baywide Signage Strategic Plan	\$125,130.00
TASK 5	Explore Digital Integration	\$15,520.00
TASK 6	Provide Statement of Cost	\$7,760.00
TASK 7	Two (2) Public Forum Meetings	Included
Additional Services (As-Needed)		\$10,340.00
TOTAL:		\$280,000.00

- (3) Professional services Authorized shall be invoiced in accordance with the following Fee Schedules:

<u>Classification</u>	<u>Fully Burdened Hourly Billing Rate</u>
1. Principal/Director	\$225.00/hr
2. Design/Production	\$175.00/hr

Note: The following shall be considered part of the fully burdened hourly rates stated in this Agreement: vehicle expenses, parking, tolls, film, postage, facsimiles, computer usage, printing, normal copying and document reproduction, blue print services, travel, lodging, telecommunications, photography, and all other costs and expenses incurred in completing such services.

b. **Reimbursable Expenses**

Sub-Contractor Costs	0% mark-up
Direct Costs	At Cost (zero mark-up)

Note: Reimbursement for other costs in excess of \$50.00 shall require the advance written approval by District's Project Manager. All other project related direct costs shall require appropriate documentation for reimbursement.

2. INVOICING

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section 1, above:
 - 1) Agreement No. 98-2018RH
 - 2) If applicable, the Task Authorization(s) (TA) number being charged.
 - 3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
 - 4) Dates of service provided
 - 5) Date of invoice
 - 6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be e-mailed to the attention of: Katie Brinker, Marketing & Communications at: kbrinker@portofsandiego.org.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

EXHIBIT A
TASK AUTHORIZATION FORM
San Diego Unified Port District



(DEPARTMENT NAME)
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 (619) 686-____
 Fax (619) 725-____

TASK AUTHORIZATION NO. _

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

Subject: Task Authorization for Agreement No. _ - 20_
 (Agreement Title)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$_____. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #_** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:		4.	WBS or IO/ Cost Center:	
2.	Date of Request:		5.	Task Start Date:	
3.	Task Budget:	\$	6.	Task End Date:	
7.	Task Title:				

8. **Scope of Services.**

9. Contractor Staffing (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

10. List of Sub-Contractors (If applicable)

N/A

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via mail to _____, Contracts Administrator, at the address above.

APPROVALS

Service Provider:

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: Project Manager

Date: _____

Manager:

Signature: _____

Name: _____

Title: Manager

Date: _____

Director/Chief Engineer:

Signature: _____

Name: _____

Title: Director/Chief Engineer

Date: _____

**EXHIBIT B
CERTIFICATE OF INSURANCE
San Diego Unified Port District**

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to: San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 100085 – 185
 Duluth, GA 30096 – OR –
 Email: portofsandiego@ebix.com
 Fax: 1-866-866-6516

Name and Address of Insured (Consultant)	SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.
--	--

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim \$ _____
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____

CO LTR	COMPANIES AFFORDING COVERAGE	A. M. BEST RATING
A		
B		
C		
D		

A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.

Name and Address of Authorized Agent(s) or Broker(s)	E-mail Address: _____
	Phone: _____ Fax Number: _____
	Signature of Authorized Agent(s) or Broker(s)
	Date: _____

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 100085 – 185
 Duluth, GA 30096 – OR –
 Email to: portofsandiego@ebix.com
 Fax: 1-866-866-6516

EXHIBIT C
BAYWIDE SIGNAGE WORKING GROUP
ANALYSIS & PLANNING GUIDE
San Diego Unified Port District

Overview:

The District's Marketing & Communications department is seeking a consultant to create a Baywide Signage Strategic Plan for the Port of San Diego's 34 miles of waterfront along San Diego Bay. The consultant will be a partner to the District in creating a comprehensive master plan and guidelines for implementation to replace and/or install new signage across the District.

Background:

In May of 2016, the Port launched a new brand including a new logo, key messaging and platform for public interaction. This occasion provided the perfect opportunity to not only replace all current signage but also to rethink a baywide strategy for consistency and efficiency.

Purpose:

The District has launched a Triple Bottom Line (TBL) philosophy to ensure all projects strategically align with the District's purpose. The Baywide Signage Strategic Plan is envisioned to align with TBL as follows:

People

- Provide consistent signage to the public to help with navigation on tidelands
- Help people identify the Port as a community service provider and link our amenities to our organization
- Improve individual experience on the waterfront and maximize engagement with the waterfront
- Ensure public safety through regulatory signage

Planet

- Encourage environmental protection through recycling, water conservation and wildlife and habitat preservation
- Increase awareness of the Port's environmental championship efforts

Prosperity

- Identify Port areas to promote tidelands as a destination and increase return visits
- Develop brand consistency to create awareness of Port offerings and leverage positive experiences to build reputation
- Support tenant businesses by directing traffic to key locations and increasing spending

Strategic Alignment:

The Port's Compass Strategic Plan guides the organization's business lines, programs and activities towards a common vision. The Plan outlines high-level, overarching organizational goals, and then outlines specific strategies to achieve them. The Baywide Signage Strategic Plan is in alignment with the following Compass Strategic Plan goals and strategies.

Relevant Compass Goals & Strategies
<p><i>A thriving and modern maritime seaport</i></p> <ul style="list-style-type: none"> • Upgrade infrastructure, equipment and facilities for a modernized, efficient and safe working port
<p><i>A Port that the public understands, trusts and values</i></p> <ul style="list-style-type: none"> • Increase understanding of the Port's mission, identity and social and economic impact • Provide the public with easy access to information
<p><i>A vibrant waterfront destination where residents and visitors converge</i></p> <ul style="list-style-type: none"> • Market Port Tidelands as a tourism destination • Promote tourism and business offerings for residents, visitors and the local community with measurable initiatives • Increase awareness of public access opportunities around the Port
<p><i>A Port with a comprehensive vision for Port land and water uses integrated to regional plans</i></p> <ul style="list-style-type: none"> • Improve affordable public access through Port master planning
<p><i>A Port that is a safe place to visit, work and play</i></p> <ul style="list-style-type: none"> • Execute on a well-coordinated infrastructure maintenance program
<p><i>A financially sustainable Port that drives regional job creation and regional economic vitality</i></p> <ul style="list-style-type: none"> • Facilitate the strategic and innovative development and redevelopment of Port properties • Develop the Port into an attractive place for business and the community • Partner with outside governmental agencies and the private sector

Policy and regulatory analysis:

In addition to the strategic alignment referenced above, the Baywide Signage Plan must be in compliance with multiple layers of governing body policies including the District's Board of Port Commissioner, the five member cities, San Diego County, the California Coastal Commission, and the State of California, as well as any Federal regulations (such as ADA compliance). The Service Provider will need to include an analysis of applicable regulations in partnership with the District to ensure all signage plans are within compliance.

Jurisdictional Area:

The District's manages 2,403 acres of land and 3,535 acres of water across five member cities. The area is split into nine distinct planning districts, each with unique visions for the future. Commercial, industrial, and environmental focused areas will all need signage as part of the Baywide Signage Strategic Plan. Detailed maps of each planning district will be made available to the consultant.



Collaboration with Regional Partners:

In order to ensure seamless integration with existing signage plans and policies in the five member cities, a comprehensive list of stakeholder groups must be presented with the draft plan and policy prior to implementation. Primary level stakeholder groups must be included in the development of the strategic plan and presented with design and installation plans in advance of final implantation. Secondary level stakeholder groups must be presented with the draft plan for feedback and coordination as necessary.

Chula Vista:*Primary*

- City of Chula Vista
- Chula Vista Chamber of Commerce

Secondary

- Crossroads II Planning Group
- Southwest Civic Association
- Northwest Civic Association

Coronado:*Primary*

- City of Coronado
- Coronado Chamber of Commerce

Secondary

- Coronado Women's Club

Imperial Beach:*Primary*

- City of Imperial Beach
- Imperial Beach Chamber of Commerce

Secondary

- Seacoasters Business Group

National City:*Primary*

- City of National City
- National City Chamber of Commerce
- South County Economic Development Council

San Diego:*Primary*

- City of San Diego
- San Diego Regional Chamber of Commerce,
- San Diego Economic Development Corporation
- Barrio Logan Community Planning Group
- Downtown San Diego Partnership

Secondary

- Central San Diego Black Chamber of Commerce
- San Diego County Hispanic Chamber of Commerce
- Asian Business Association of San Diego
- Point Loma Association
- Peninsula Community Planning Board
- Citizens Coordinate for Century 3
- Environmental Health Coalition

Others:*Primary*

- San Diego Port Tenants Association

Secondary

- North San Diego Business Chamber
- East County Chamber of Commerce
- ILWU (International Longshore and Warehouse Union)

Terminology:

Iconic Sign Description

Iconic Signs refer to landmark signage that identifies a location, neighborhood or destination. Iconic Signs often become photo opportunities for visitors and represent the location visually. These gateway signs have the potential to define a place and become synonymous with the area. They should be singular in nature meaning they should be unique to the area and placed in one location only to be *placemaking*.

Iconic Sign Samples



Monument Sign Description

Monument Signs are welcome or title signs that identify that you have arrived at a specific location. Depending on the size of the area, multiple signs may be installed, for example, at different entrances to a large park. These signs are often used with a logo, or in a system of signs at different locations for example apartment complexes, parks, beaches, or neighborhoods. They are *placesetting* in nature.

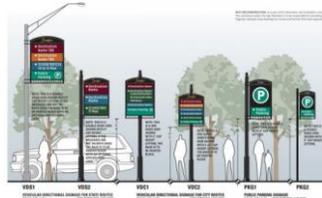
Monument Sign Samples



Wayfinding Sign Description

Wayfinding Signs are branded directional signage that are informative in nature; identifies where you are, attractions of interest nearby and how to get there. Often used as a comprehensive system within a business district or neighborhood such as a downtown area. Wayfinding signs usually have consistent icons for key locations such as restrooms or parking, and the ability to change out attractions if necessary. Both pedestrian and vehicular traffic need these directional signs. They are *placefinding* in nature.

Wayfinding Sign Samples



Rule Signs Description

Rule Signs are enforcement signs designed to explain rules or ordinances. Usually produced in mass for all parks, parking lots, dog parks, etc. Rule signs can be customized for different areas but usually maintain a similar set of “master rules.” They are usually required for legal enforcement and are *rulesetting* in nature.

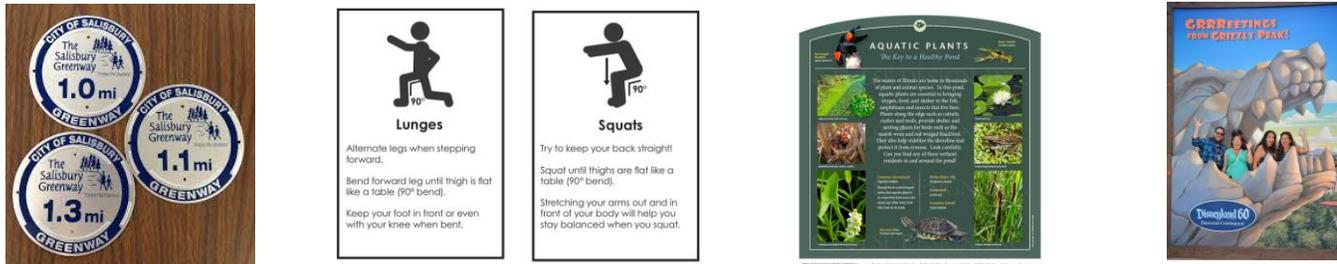
Rule Sign Samples



Experiential Sign Description

Experiential Signs are signs that enhance the user experience in a given place with opportunities to interact with the environment. Examples might be Exercise activity or mile marker signs along a fitness route, local wildlife, plant or habitat signs that provide an opportunity to explore an area, or photographic backdrops that invite users to snap and share pictures. Experiential signs shape experiences that educate and delight users and visitors. They are *place-enhancing* in nature.

Experiential Sign Samples



Signage Not Being Contemplated in the Baywide Signage Strategic Plan

- Temporary Event Signage – Banners, Sandwich Boards, Tents, etc.
- Temporary Construction Signage – Vinyl Banners, Construction Board Wraps
- Permanent Mobile Signage – Vehicle Decals, Vehicle Wraps

Current Inventory:

ICONIC	1
TAMT Fuel Tank	1
MONUMENT	92
Monument/Park Title Signs	90
Road Signs	2
EXPERIENTIAL	650
Art/Plaques	73
Bay Geography	91
Benches	400
Big Bay Maps	33
Exercise	5
Playground	4
Wild Life Signs	44
WAYFINDING/INFORMATIONAL	547
Bulletin Boards	11
Directional signs	2
Restroom Signs	38
Trash Cans	496
RULES	1,079
Hot Coals	21
No Smoking	38
No Wake Zone	1
Other Rule Signs	557
Park Hours Sign/Park Rules	46
Parking Lot Signs	354
Restricted Area Sticker	51
TWIC Sticker	11
OTHER	350
Awards	21
Conference Signs	9
Misc. Signage or Logos	256
Non Port Signs	33
Parking Meter Poles	30
Current Branding Replacement Needs/Opportunities*	2,718

**NOTE: This does not include an assessment of wayfinding, monument and/or iconic signage needs and recommendations. It is simply an inventory of current signage that must be assessed for replacement as of spring 2017.*

Target Audience:

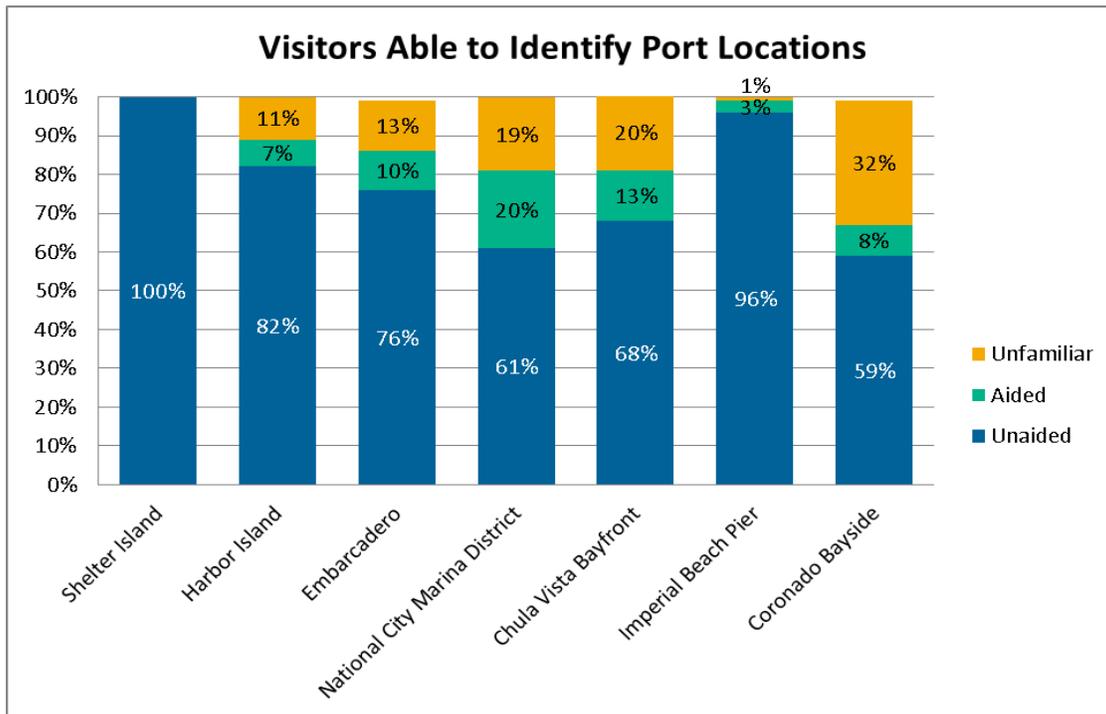
The Port of San Diego has commissioned several surveys of visitors and stakeholders in order to gather an accurate profile of current and potential users of District tidelands. All data available from these surveys will be made available to the consultant to better understand the target audience and inform the Baywide Signage Strategic Planning process. Surveys are referenced below along with highlights of supporting data and relevant insights.

Available Audience Research:

1. [Port of San Diego Brand Survey Research](#) – Conducted by True North 2017
2. [Port of San Diego Destination Intercept Survey Research](#) – Conducted by True North 2017
3. [Port of San Diego Destination Online Survey Research](#) – Conducted by Luth Research 2017
4. [San Diego Visitor Survey - Tidelands Banner](#) – Conducted by San Diego Tourism Authority 2016
5. [Tapestry Segmentation + Census Data for Five Member Cities](#) 2017 – ESRI

Highlights of Supporting Data & Key Audience Insights:

In a recent intercept study conducted by True North Research on each of the seven commercial planning areas on Tidelands, the majority of users were able to correctly identify the name of the planning district where they were intercepted without aid, per the chart below.



However, location awareness drops significantly (by 20%+ overall) among those visiting the tidelands from outside of San Diego County.

** INSIGHT: Iconic (placemaking) and monument (placesetting) signage are key for visitors from outside the county.*

The True North intercept study also showed 80% of visitors spent 2 or more hours on tidelands.

Additionally, the same study showed the number one reason for visiting Tidelands across all seven locations was walking, jogging or running from 31.6 % of respondents, more than doubling all other responses.

** INSIGHT: We have a captive audience of visitors spending significant amounts of time on tidelands, who are mobile – walking or running across distances while they are here. Not having a branded signage system is a missed opportunity to capitalize on this audience for both brand awareness and promoting attractions.*

Local visitors are able to identify tidelands locations, but they are not connecting those location with the Port of San Diego. In a county-wide brand study, also conducted by True North, the Port had a 20% Unaided awareness response, though it jumps to 70%+ aided.

** INSIGHT: Branded signage is key for connecting tidelands locations and attractions to the Port as an organization.*

In a third study, an online survey of San Diego County, Southern California and Arizona visitors conducted by Luth Research Inc., 47% of tideland visitors state they are only planning 50% or less of their activities prior to arriving in San Diego. Additionally, 37% of tideland visitors cite “walking around” as a key information source to determine what to do, where to eat, etc. once in San Diego.

** INSIGHT: Visitors to the tidelands are looking for direction. They want to be inspired.*

Design Considerations:

Prior to design work commencing, the following considerations should be noted by designers.

All signs should be:

- *Brand aligned* – All design should include brand elements delivering the brand promise within the design itself, using the new brand guidelines, with particular attention to:
 - Color Palette
 - Typography
 - Iconography
 - Messaging
 - Lighting
- *Consistent* – Ensure a branded system of signage creates a cohesive identity for all tidelands.

- *Not repetitive* – New design should have enough flexibility to offer each district a unique feel while still maintaining brand identity.
- *Visible & Legible* – The distance by which the sign is expected to be viewed should be considered, and font size should ensure the sign is generally readable at the distance from which the target audience will interact with the sign.
- *Non-Intrusive* – Size, design and placement should consider scenic vistas and maintain public access and the natural beauty of the waterfront as a resource as regional source of pride.
- *Durable* – Designed to withstand outdoor weather, wind and seawater for longevity.
- *People-Centered* – Taking into account the diversity in cultures, languages, physical abilities, and the overall human experience.

Iconic Signs specifically should be:

- *Unique* – Each sign should reflect the brand but should be uniquely designed so it is singular in nature, not modular.
- *Reflective of regional elements* – Iconic signs should help portray the personality and Unique Selling Proposition (USP) of the area as a whole.

Monument Signs specifically should be:

- *Modular* – With 22 public parks, many with multiple access points, these signs should have several elements that can be combined in multiple combinations for front and back access points, large and small parks, etc.

Wayfinding Signs specifically should be:

- *Flexible* – Should have the ability to change out attractions, and condense or expand the number of attractions as tenants change or new developments occur.

Rule Signs specifically should consider:

- *Tone/Voice* – Welcoming tone, less aggressive language, innovative brand goals.
- *Balance of information vs saturation*

Production Considerations:

Prior to final production material decisions being made, the following considerations should be explored:

- Durability/Longevity
- Safety
- Maintenance
- Cost

Installation Considerations:

Prior to a complete location map and final installation phasing timeline being selected, the following considerations should be explored:

- Installation by Signage Type vs by Geographic Location
- Compliance Impact
- Branding Impact
- Cost
- Revenue Generation Potential

About the Baywide Signage Working Group:

The Baywide Signage Working Group included representatives from Marketing & Communications, Government & Civic Relations, Waterfront Arts & Activation, Engineering – Construction, General Services, and Enterprise Strategy & Innovation. The working group met throughout 2017 to discuss the signage needs, goals and challenges of the district; research available options and create this planning guide as a first step in what is envisioned to be a five-year process. Members of the working group will help select the Service Provider and meet with the selected vendor to begin the next phase of the project in 2018.