

VILLAGE OF HOMER GLEN BRANDING PLAN

**AGREEMENT BETWEEN
THE VILLAGE OF HOMER GLEN,
ILLINOIS AND
FOUND DESIGN LLC (d.b.a. MERJE)**

This Agreement made and entered into this 12 day of FEBRUARY, 2020, by and between the Village of Homer Glen, Illinois with offices at 14240 W. 151st Street, Homer Glen, IL 60491, hereinafter referred to as the "CLIENT", and Found Design LLC (d.b.a. MERJE) with offices at 120 N. Church Street, Suite 208 West Chester, PA 19380, hereinafter referred to as the "DESIGNER."

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the DESIGNER to furnish professional and technical assistance in connection with the **Village of Homer Glen Branding Plan**, hereinafter referred to as the "PROJECT," and the DESIGNER has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of DESIGNER's Services

The DESIGNER agrees to commence work upon execution of this Agreement, and to perform in a good and professional manner those services outlined in **Exhibit A**, a copy of which is attached hereto and incorporated in this Agreement.

B. Responsibilities of the CLIENT

Timely provision of accurate and complete information and materials useful for carrying out the work on this PROJECT to the DESIGNER.

Organization and conduct of all meetings necessary to carry out the services described in **Exhibit A**.

Provision of approved nomenclature; securing approvals for copy from third parties.

Provision of photographs, illustrations or other visual materials that are in a form suitable for reproduction without further preparation.

Final proofreading and written sign off of all project documents including artwork, graphic patterns, graphic layouts, message schedules, sign location plans and design intent drawings before their release for fabrication. In the event that the CLIENT has approved work but errors, such as typographic errors or misspellings, remain in the finished product, the CLIENT shall incur the cost of correcting such errors, if the errors are in materials provided by CLIENT. In the event the errors are in the materials provided by or created by the DESIGNER, then, in such event DESIGNER shall incur the cost of correcting such errors and the cost shall not be passed to the CLIENT.

Arranging for the documentation and implementation of all electrical, structural or mechanical elements needed to support, house or power gateway signage; coordination of gateway sign installation with other trades.

Establishment of final pricing and contract terms directly with fabricators or vendors.

Establishment of specific invoicing procedures for the DESIGNER which will ensure timely payments.

The CLIENT designates **Janie Patch** to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the DESIGNER has been advised in writing by the CLIENT that such authority has been revoked.

C. Personnel

All of the services will be performed by the DESIGNER. The DESIGNER represents that he has, or will secure at his own expense, all fully qualified personnel required to carry out and perform the scope of services of the Agreement. Such personnel shall not be employees of or have any relationship with the members of the CLIENT which would directly affect performance on this PROGRAM.

The DESIGNER designates **John Bosio** to serve as Principal-in-Charge and to serve as Project Manager and the primary contact for the CLIENT with respect to the work to be performed under this Agreement.

D. Compensation

The DESIGNER shall be compensated for all branding services and reimbursable expenses as outlined in the attached **Exhibit B** on the basis of a not-to-exceed fixed fee of Twenty-Four Thousand Nine Hundred Fifty Dollars (**\$24,950.00**) including four (4) travel trips. All direct costs such as reproduction, photography, travel and car rental, hotel, meals, express delivery, etc., are included in the fixed fee. One (1) Additional Travel Trip (1 Day + Travel Costs) can be added by mutual agreement between the CLIENT and the DESIGNER at a not to exceed amount of Two Thousand Seven Hundred Fifty Dollars (**\$2,750.00**). Compensation for optional or additional services will be subject to separate mutual agreement between the CLIENT and the DESIGNER.

An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the DESIGNER and the CLIENT will be invoiced accordingly. Receipts for all direct cost reimbursable expenses shall accompany invoices.

E. Method of Payment

Method of payment shall be as follows: The DESIGNER shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are due and payable no later than thirty (30) days from receipt of the invoice by the CLIENT and are subject to the requirements of the Illinois Prompt Payment Act. No interest or collection costs shall be included in the compensation of this Agreement, or other work requested by the CLIENT and performed by the DESIGNER.

If the CLIENT fails to make any payment due to the DESIGNER within sixty (60) days from receipt of the invoice, the DESIGNER may, after giving seven days' written notice to the CLIENT, suspend

services under this Agreement until it has been paid in full all amounts due.

F. Time of Performance

14-20 weeks estimated by DESIGNER per RFQ submittal subject to Village scheduling capabilities.

All products and services from the DESIGNER shall be delivered to the CLIENT in a timely manner consistent with mutually established schedules and quality of professional practice. This Agreement shall be valid for a period of twelve (12) months following the execution of the Agreement by both parties. If this Agreement is not signed by both the CLIENT and DESIGNER by March 31, 2020, it shall become null and void.

G. Excusable Delays

The DESIGNER shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the DESIGNER to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the DESIGNER. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the DESIGNER.

H. Engineering

The DESIGNER shall design all items required for this project including specifications for materials and construction details. However, it is understood by the CLIENT that the DESIGNER is not a licensed engineer or architect, and that responsibility for the interpretation of design drawings and design and engineering of all work performed under this contract to yield an effective and safe product is the responsibility of the CLIENT and its architect, engineer or fabricator.

I. Ownership/Identity

All final design work completed by the DESIGNER for the CLIENT for the Project shall be deemed work for hire, and upon payment of all fees and expenses, shall be the property of the CLIENT. The DESIGNER will sign such documentation as may be requested by the CLIENT to memorialize the ownership of such final design work by the CLIENT, including but not limited to transfer documentation. The CLIENT shall have the sole right to use the final design work (except the DESIGNER may include such final design work in its promotional materials for its business development), and the sole right to apply for trademark registration and copyright registration for such final design work.

J. Termination

The CLIENT and the DESIGNER shall have the right to terminate the Agreement at any time, with or without cause by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the DESIGNER under the Agreement shall become the property of the CLIENT upon

payment of all invoices properly submitted and due to the DESIGNER under the terms of the Agreement.

K. Conflict of Interest

The DESIGNER certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the DESIGNER or the Agreement, and that no person associated with the DESIGNER has any interest that would conflict in any manner or degree with the performance of the Agreement.

L. Insurance

DESIGNER will provide the Village with a certificate of insurance which names the Village, its officers, agents, and employees as additional insureds. The commercial general liability insurance policy shall be in the minimum amount of \$1,000,000.00.

M. Entire Agreement

This Agreement and the attached Exhibit A and Exhibit B contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.

N. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the DESIGNER to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the DESIGNER, shall be incorporated in written amendments to this Agreement.

O. Hold Harmless

The CLIENT shall hold the DESIGNER harmless, protect and defend the DESIGNER against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the DESIGNER in accordance with the Agreement that is not the result of the DESIGNER'S errors or negligence.

The DESIGNER shall hold the CLIENT harmless, protect and defend the CLIENT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the DESIGNER in accordance with the Agreement that is the result of the DESIGNER's errors or negligence.

The DESIGNER's maximum liability, as a result of the DESIGNER's errors or negligence, shall be limited to the limits of insurance coverage, including any legal fees or deductibles.

P. Relationship of the Parties

The DESIGNER is and shall remain an Independent Contractor. Nothing contained in this Agreement shall be construed to create an agency, employment relationship, or partnership between the parties.

The DESIGNER shall not, at any time, directly or indirectly, act as an agent, servant, or employee of the CLIENT, nor shall it make any commitments or incur any liabilities on behalf of the CLIENT without its express written consent. The DESIGNER shall be responsible for: (a) the supervision, control, compensation, and health and safety of its own personnel; (b) the payment of all federal, state, and local taxes and all appropriate deductions or withholdings; (c) the payment or provision of any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; and, (d) obtaining any applicable business or other commercial licenses.

Q. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, said court in any such legal action or proceeding.

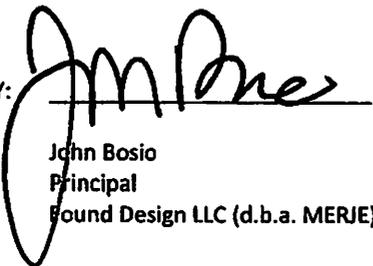
R. Severability

In the event that any Court of competent jurisdiction finds or declares any word, phrase, clause, sentence, paragraph, provision or section of this Agreement to be void or unconstitutional, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the CLIENT and the DESIGNER have executed this Agreement on the date and year first above written.

DESIGNER:
FOUND DESIGN LLC (d.b.a. MERJE)

CLIENT:
VILLAGE OF HOMER GLEN, IL

BY: 
John Bosio
Principal
Found Design LLC (d.b.a. MERJE)

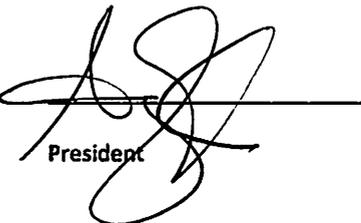
BY: 
President

EXHIBIT A: SCOPE OF WORK

CLIENT: VILLAGE OF HOMER GLEN, ILLINOIS
PROJECT: VILLAGE OF HOMER GLEN BRANDING PLAN
DATE: JANUARY 31, 2020

PROJECT PURPOSE

The Village desires to establish a strategic community identification program that creates the umbrella of an overall Village branding to more effectively promote awareness about the Village's unique story and opportunities.

The Village will use the branding plan to guide the following initiatives the Village will separately undertake after the completion of this consultant-assisted project:

- Rebrand economic development marketing initiatives and collateral to unify with the community's brand identity;
- Design and implement a wayfinding system of signage in Homer Glen; and,
- Other community communications and marketing applications.

PROJECT GOALS AND OBJECTIVES

The Consultant's plan shall accomplish the following:

- Assist the Village of Homer Glen to transform its current branding efforts into a unified strategy that consistently and effectively communicates and accentuates the Village's authentic story.
- Establish uniform design standards for the Village's brand logo.
- Build community identity and awareness while meeting the needs of residents and visitors.
- Update the Village's economic development logo design to unify with the community's brand identity and effectively communicate the Village's unique character and opportunity to developers, real estate professionals and business recruitment prospects.
- Create an implementable gateway signage design plan that will project the unique character of Homer Glen.
- Recommend implementation strategies to maximize the effectiveness of the unifying branding effort.

PROJECT DELIVERABLES

The project deliverables shall be a document in final report style with a plan that utilizes visual aids to clarify suggestions and recommendations and includes at a minimum the following components:

1. Summary of Analysis including any text and images.
2. Recommendations and Design Standards for brand unification based on the Village's need to communicate and market for diverse community purposes through the full range of media venues.
3. Gateway signage design (complete sign design development and estimated costs for three (3) sign formats):
 - a. Western Gateway Monument Sign on 159th Street
 - b. Horizontal Format Gateway Sign (smaller two-post or monument style)
 - c. Vertical Format Gateway Sign (one-post)
4. Implementation strategies to maximize the effectiveness of the unifying branding effort.

The DESIGNER shall provide the Village with a minimum of **fifteen (15) copies** of the final Report.

File Formats for Deliverables

The DESIGNER shall provide digital copies of all work products. This may include, photos, plans, diagrams, sign placement guidelines and/or drawings. All final deliverable documents will be available in PDF formats.

The following programs/file formats will be utilized for the various deliverables. Core files will be available to the CLIENT at the approval and completion of each phase and its associated deliverable.

Village of Homer Glen Branding & Style Guide:

- Logo, Graphics and Gateway Signage Documentation: Vector (original Adobe Illustrator), JPG and PNG files.
- Branding Style Guide (book format) shall be Adobe InDesign and PDF file.

SCOPE OF WORK

MERJE will utilize a 4-step approach for the strategy, planning, design and implementation of the project. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to this project.

PHASE I: DISCOVERY

Many of these tasks or similar tasks can be completed as a shared effort during the development of the wayfinding program. We are including the full typical process for review, with the understanding that some tasks may not be needed or reduced in effort.

Task 1 | Assessment and Information Gathering

Task 1.1: Kick Off Meeting: MERJE will meet with the **Steering Team** to discuss overall project process and goals and initiate Discovery. (TRIP #1)

- Administrative Issues: scope of work, approvals, budgets and schedule
- Existing branding strategies and marketing initiatives
- Review Project Objectives and Goals
- Brand discussions: personality, perceptions, promise, goals, etc.
- Gateway Locations, Opportunities and Constraints
- Visual Exercises (see also Task 1.3)

Task 1.2 Village of Homer Glen tour (TRIP #1)

Task 1.3 Design Charrettes: A series of working meetings with the **Steering Team; Stakeholders/Community and Economic Development (CED) Committee; Village Trustees;** and a **Public Presentation** to review the Village of Homer Glen brand initiative. (TRIP #1)

The brand discussion will investigate the elements that make up the 5 Brand Traits:
PERSONALITY • CULTURE • PROMISE • EXPERIENCE • ENVIRONMENT

RESEARCH METHODOLOGY: Interviews will include a branding discussion, image survey, wordplay exercise, visual surveys, personality tests, design criteria development, first impressions questionnaire, and target market analysis. Research will also include an analysis of competitors, best practice case studies and identification of benchmark features.

Task 1.4 Design Brief: Upon completion of the Discovery Kick-Off and Stakeholders/User Group interviews, MERJE will provide a Design Brief. This will act as a form of meeting minutes as well as provide a beginning list of branding issues and design intent.

Task 1.5 Brainstorm Session: MERJE will gather with the **Steering Team** to review information received from the stakeholder meetings. The group will brainstorm ideas, opportunities and themes as well as identify opportunities and limitations. (WebEx Meeting)

The brainstorming meeting will be a collaborative effort between MERJE and the **Steering Team**. Utilizing the branding information gathered and visual exercise results, the team will begin to identify the following:

- Key brand recognition messages, typography and images to be considered.
- Logo and Tagline concepts.
- Potential gateways and design applications (Print, digital, interpretive, etc.).
- Research samples of best practices and inspirational images.
- Investigate examples that communicate appropriate ideas and approaches.

PHASE II: BRAND DESIGN AND GATEWAY CONCEPTS

Task 2 | Schematic Design

Task 2.1 Schematic Design: Based on the information gathered during the Branding Discovery Phase, MERJE will develop ideas for the Village of Homer Glen identity family and visual branding elements. The ideas will be based on the following broad direction:

- Open flexibility is given to create one (1) new design option
- Base the other two (2) design options on an update/refresh of the existing brand logo

Task 2.2 The “schematic design” ideas will be presented to receive comments and feedback in two working meetings with the **Steering Team** and the **Stakeholders / Community and Economic Development (CED) Committee** followed by a **Village Board workshop** available for the **Public** to attend. The design will consider all aspects of the brand, as well as all potential expressions, physical applications and technological approaches.

The presentation will include (3) distinct identity concepts and taglines, with applications to gateway and various communication tools that may help illustrate the ideas. The presentation will include, logos, imagery, color palettes, patterns, typography, etc. (TRIP #2)

Task 2.3 Branding Standards Manual: Based on Stakeholder interviews, Brainstorming sessions and the Village of Homer Glen Brand Leadership review, the MERJE will develop designs further and will prepare a draft Standards Manual for uniform use of brand logo.

The **50% draft** will be presented to **Steering Team** and selected group of key stakeholders. (WebEx Meeting)

- Steering Team feedback and selection of preferred design option.

Task 2.4: Refining of designs, development of gateways, additional marketing items, and strategies for rollout and implementation. The gateway designs shall include the following 3 formats, including cost estimates:

- Western Monument Gateway Sign
- Horizontal Format Gateway Sign
- Vertical Format Gateway Sign

- Task 2.5 Design Development Presentations in two working meetings with the **Steering Team** and the **Stakeholders / Community and Economic Development (CED) Committee** followed by a **Village Board workshop** available for the **Public** to attend. (TRIP #3)
- Draft standards for uniform use of brand logo
 - Draft implementation strategies for brand unification
 - Design drawings for implementation of selected gateway signs in three (3) formats

PHASE III: PRODUCTION

- Task 3.1 **90% Branding Standards Manual:** Based on the Village of Homer Glen Brand Leadership comments, the Master Plan will be updated and revised. A 90% document will be presented to the **Village Board of Trustees** for final comments and adoption (TRIP #4)
- Task 3.2: Based on comments received from the **Village Board of Trustees, Community and Economic Development (CED) Committee and Steering Team**, the Master Plan will be finalized, including all editing, design revisions and guidelines.
- Task 3.3 **100% Branding Strategy Manual:** A final version of the Master Plan Report will be submitted to the Village of Homer Glen Brand Leadership. The following items will be addressed:
- Logo and Tagline.
 - Letterheads, Envelopes, Business Cards.
 - Gateway signage design development and estimated costs for 3 formats
 - Web visuals and advertising guidelines.
 - Marketing Communications / Advertisements, Brochures, etc.
 - Marketing Products: Book Bags, Water Bottles, Umbrella, etc.
 - Operational Products: Vehicle Graphics, Uniforms, etc.

DELIVERABLE: BRANDING STRATEGY PLAN (Master Plan Report)

- A) The Village of Homer Glen BRANDSTRATEGY
- Introduction
 - The Village of Homer Glen Experience
 - Brand Toolbox Overview
 - Brand Promise and Personality
- B) VISUAL BRANDING AND GATEWAY STANDARDS
- Identity Standards
 - Print Standards
 - Marketing and Operational Elements
 - Gateway Design
 - Other Visual Branding Opportunities
- C) IMPLEMENTATION STRATEGIES
- Roll-Out Strategy / Identify Priority Projects / Phasing Plan
 - Final Cost Estimate

END SCOPE OF WORK TASKS

Travel Outline

Trip #1 1.1 1.2 1.3	Kick Off Meeting with Steering Team Tour & Photography Design Charrettes (Steering Team; Stakeholders/CED Committee; Village Trustees; Public Presentation)	2 people / 2-3 Days
Trip #2 2.2	Presentations of Schematic Design/Branding and Gateway Designs recommendations (Steering Team; Stakeholders/CED Committee; Village Board workshop)	1 person / 2-3 Days
Trip #3 2.5	Design Development Presentations (Steering Team; Stakeholders/CED Committee; Village Board workshop)	1 person / 1-2 Days
Trip #4 3.1	Village Board Presentation and Consideration (Final Approval)	1 person / 1 Day

Project Participants

1. Steering Team

The Steering Team helps guide the program process, assist with the administrative strategies, outline primary issues, make design / gateway decisions and assist with formal approvals. This group includes key Village staff, such as representatives from Marketing, Economic Development, Parks/Recreation, and Administration.

This group meets throughout the project process, both in person and via Web Ex.

2. Stakeholders and the Public

This is a much larger group that can be identified in the following categories:

- A. Village Community: Local Residents and Business Owners
- B. Approving Agencies: Individuals, Department Representatives, Commission Members or Government Entities that will have to provide any level of approval to the project. (Branding or Gateways) (i.e., gateway locations).
- C. Interested Parties: Representatives of groups or individuals who can offer valuable information or insight into specific issues associated with the project. Examples include: Local business groups, neighborhood groups, real estate developers/brokers, visitors bureau, etc.

Stakeholders and the Public are invited to special public presentations during the process and meetings of the Village Board.

EXHIBIT B: COMPENSATION

CLIENT VILLAGE OF HOMER GLEN, ILLINOIS
PROJECT: VILLAGE OF HOMER GLEN BRANDING PLAN
DATE: JANUARY 31, 2020

Thank you for considering MERJE for the development of the Village of Homer Glen Branding Plan. We appreciate this opportunity and based on the scope of the project and the services outlined, we propose the following compensation:

BASE PROJECT:

BRANDING	TASK	FEE	TRIPS
PHASE 1	Discovery	\$ 12,500	1
PHASE 2	Brand Design & Gateway Concepts	\$ 8,450	2
PHASE 3	Production	\$ 4,000	1
BRANDING & REIMBURSABLES TOTAL		\$ 24,950	

Additional Options

Additional Travel (1 Day + Travel Costs)	\$ 2,750 NOT TO EXCEED
Gateway Documentation & Specifications	To Be Determined *
Structural, Civil and Electrical Engineering	To Be Determined *

* Fees shall be determined based on the simplicity or complexity of the selected design and the level of effort required.

Reimbursable Expenses

All direct costs such as reproduction, concept photography, travel and car rental, meals, express delivery, etc. are included in the fixed fee. Compensation for optional or additional services, will be subject to mutual Agreement between the CLIENT and the DESIGNER. (4 trips).

Potential Additional Services

The following items are not included in the contract and if authorized by the client a separate proposal will be developed to address a specific project requirement.

- Meetings / Presentations and related Travel beyond those outlined in this proposal
- Gateway Documentation & Specifications
- Structural, Electrical or Civil Engineering
- Bid Review and Construction Administration (Gateway Signage)
- Copywriting
- Design of individual print materials or other items beyond those outlined in the Scope of Work.
- Landscape or Lighting Design (Gateway Signage)
- Village Orientation Map Design and Artwork
- Stock Photography Cost and Copyrights.

END COMPENSATION