

**AGREEMENT FOR SERVICES**

Form AS-071

Date: 12/08/2020	Job Number:
S&ME, Inc. (hereafter Consultant)	Client Name: City of Pinellas Park (hereafter Client)
Address: 1615 Edgewater Drive, Suite 200 City: Orlando State: FL Zip: 32804	Address: 5141 78 th Ave N City: Pinellas Park State: FL Zip: 33781
Telephone: 407-975-1273 Fax:	Telephone: 727-369-0700 Fax:
PROJECT	
Project Name: City Center Plan Project location: (Street Address) 5141 78 th Ave N City: Pinellas Park State: FL Zip: 33781	
SERVICES TO BE RENDERED	
Proposal Number: _____ dated: _____ is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue. This contract is not to exceed \$350,000 and 300 calendar days for completion.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its' agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for the such party's failure to perform its' work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition,

CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

The following information is required for CONSULTANT to properly submit invoices to the CLIENT. Completion is required before execution of this document.

Purchase Order Number (if not required, note NA):

CLIENT Project Number (if not required, note NA):

Email Address for Submitting Invoices (if not allowed, note NA):

Website for Invoice Submission (if not required, note NA):

For Website Invoice Submission, include instructions for sign-up and process document for invoice submission.

Monthly deadline for invoice submission to ensure prompt processing (if none, note NA):

Legal Entity Name required on invoice:

Address required on invoice:

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Additional invoicing instructions:

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.
- By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.

9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
10. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS:**
- (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The

information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable

control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.
28. **INDIVIDUAL LIABILITY**: CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in FIVE (5) counterparts, each of which shall for all purposes be deemed an original.

CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA

ATTEST:

Diane M. Corna, MMC
City Clerk

By _____
Sandra L. Bradbury
Mayor (SEAL)

ATTEST:

Contractor (Company Name)
(SEAL)

Attestor Title (Print)

By _____
Signature of Authorized Officer

Approved as to form and correctness:

(TYPE OR PRINT SIGNATURE)

James W. Denhardt
City Attorney

Approved by City Council: _____



December 23, 2020

Attention: Ms. Laura Canary
City of Pinellas Park
PO Box 1100
Pinellas Park, FL 33780

RE: Fee Proposal – City Center Plan

Ms. Canary:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal to the City of Pinellas Park for the City Center Plan. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule and presents the associated compensation for our services. Our Agreement for Services (Form AS-071) is attached to this proposal and is incorporated as part of the proposal.

❖ **PROJECT INFORMATION**

S&ME understands that the City of Pinellas Park and the Pinellas Park Community Redevelopment Agency seek to develop a Pinellas Park City Center Plan. The project boundaries for this effort include the area between Park Boulevard (SR 694) and 82nd Avenue N. and 49th Street N. (CR 611) and 66th Street N. (SR 693) as well as the 78th Avenue N. roadway from 66th Street N. to US HWY 19 N. (SR 55). Through this effort the City seeks to establish a specific vision and adopt an implementation strategy to achieve a signature City Center area.

❖ **SCOPE OF SERVICES**

Task 1. Kickoff Meeting, Data Collection and Project Management

1.1 Kick-off meeting

S&ME will conduct a formal project kick-off meeting with City staff. The purpose of the kick-off meeting is to review the project workflow and process and introduce team members to City staff. A preliminary agenda for the kick-off meeting includes:

- Team Responsibilities & Resources
- City Responsibilities & Resources
- Stakeholder Involvement
- Project Schedule
- Critical Meeting Dates
- Program & Objectives
- Administration – budget, billing, progress reports, additional service requests, collections process
- Communication Plan
- Approval Process
- Base Data Review – identify any gaps in the base data collection efforts
- Deliverables/Final Product(s)
- Quality Assurance/Quality Control Process

1.2 Data Collection

The data collection component of this effort will include two areas of focus: project site and immediate context information and comparable project research. S&ME will coordinate with the City to collect base data information to include GIS Information/Shapefiles of City Center area and attributes, Brownfield designations and a summary list of planned and/or pending projects. S&ME will research and compile comparable urban/city center project examples to establish precedent imagery that will be used to facilitate architectural and urban design discussions with the City.

1.3 Project Management

S&ME will provide weekly progress reports for the duration of the project. As detailed in the project schedule, these reports will alternate between bi-weekly calls/video conferences and emailed progress reports. S&ME will attend up to six (6) project team meetings (scheduled on an as-needed basis) throughout the course of the project.

Task 1 Deliverables:

- Kick-off Meeting Summary Memorandum
- City Center Precedent Summary

Task 2. Branding

S&ME understands the City's desire to establish a consistent brand for the City Center at the outset of this planning effort. Prior to, or concurrent with, the kick-off meeting S&ME will meet with City staff and project team members to gather initial design input and establish a schedule and process for additional coordination for finalizing the Pinellas Park City Center Brand.

2.1 Logo Development

S&ME will develop a unique logo for the Pinellas Park City Center. S&ME will facilitate up to four (4) video conferences with City staff and project team members to discuss logo details and variations/options. S&ME will develop a logo style guide to show appropriate uses of the logo and color callouts. Once logo and colors are solidified, S&ME will develop more branding details, such as direction for imagery used and ideas for marketing templates/letterhead/business cards.

2.2 Social Media

S&ME will create a Social Media starting pack to include 5 header images, 5 post images, and 5 profile images (variants of the logo) for the City's social platforms (Twitter, Instagram, LinkedIn, Facebook, YouTube). S&ME will provide City staff with instructions and best practices for a sustained online campaign designed to increase brand awareness.

2.3 Signage Package

As the final step in the branding effort, S&ME will develop a prototypical sign hierarchy for the City Center district. The sign hierarchy may address the following sign types: District Gateway, Directional, Regulatory and Specialty.

Task 2 Deliverables:

- Final City Center Logo; provided in multiple formats for print/digital/large
- Branding Detail package; includes comprehensive color palette, direction for imagery used, and templates for general marketing, letterhead and business cards
- Signage Hierarchy Prototypes; to include preliminary design for sign hierarchy and recommendations for material, finish, color and size.

Task 3. Public Engagement

S&ME will develop and maintain a project website that will provide multiple functions. The site will provide a landing page for anyone seeking information about the project and wishing to provide valuable public input on the Plan. S&ME will be utilizing Social Pinpoint as the web-based solution to house the site.

The following items will be included on the landing page:

- a) Online Survey – Developed by S&ME in close collaboration with Pinellas Park staff.
- b) Online Forum Space – this will include a public engagement space. There are several options that exist with the software, including idea walls, general discussion forums, crowdsourced engagement, or community preference.
- c) Interactive Mapping – this will include the proposed City Center limits and will allow participants to provide specific comments on the map in specific geographic locations. The map will allow participants to zoom in to a location and provide ideas and comments on the plan.
- d) Additional Content – S&ME will include the project schedule, draft documents, upcoming events/meetings and other relevant project related information as it becomes available.

Task 3 Deliverables:

- City Center Plan Landing Page
- Online Forum Space
- Interactive Map with Public Input Function
- Survey in Collaboration with City Staff
- Summary of Public Input

Task 4. Frameworks

3.1 Market Study

S&ME will conduct a Real Estate Market Assessment for the Pinellas Park City Center. This effort will identify near feasible product types (including scale, height, density, intensity, and parking) and pricing as well as the preferred locations within the study area. This assessment effort will include the following elements:

- Study Area Site assessment
- Preliminary research on competition (existing and planned projects)
- Demographic analyses
- Confidential interviews with key informants/stakeholders

3.2 Circulation and Parking

S&ME will conduct a multi-modal circulation and parking analysis for the City Center project. This effort will include a Streets Typology Analysis for the existing network within the study area boundaries as well as a shared parking and public parking (on-street and garage) analysis to support the proposed City Center development.

3.3 Parks and Open Space

S&ME will develop a conceptual plan for a connected parks and open space system within the City Center Plan study area. This plan will identify existing park facilities and programs and will identify new program elements that can be incorporated into the City Center Plan. Beyond the specific program elements, the framework plan will also include treatment of stormwater, edges, pathways, furnishings and identification of specialty features that provide for enhancement and continuity of the brand.

3.4 Utilities Master Plan

S&ME will conduct an initial assessment of the existing utility capacity within the City Center Plan study area. Following the design charrette, the projected demand of the proposed City Center project will be analyzed to identify the location and extent of any potential deficiencies. S&ME will identify and document any utility improvements to include the aging of existing facilities and timing for replacement needed to serve the proposed City Center project.

Task 5. Design Charrette

S&ME will facilitate a five-day design charrette in Pinellas Park. A detailed schedule for this comprehensive design effort will be coordinated with City staff and will include:

- Walking Site Tour
- Stakeholder Interviews
- Public Workshops and pin-up sessions for feedback
- Final presentation

Task 5 Deliverables:

- Preliminary Concept Plan drawings (hand drawn) showing streets, blocks, buildings, open space (location only), parking
- Tabulations showing square feet of each use, number of dwelling units by type, building heights, parking provided by type
- Explanatory Diagrams
- Site Sections, if necessary
- Simplified SketchUp Model (context will be modeled prior to the charrette)
- Precedent images to describe key elements of the plan

Task 6. Priority Work Plan and Implementation Strategy

S&ME will coordinate with City staff in the development of a Priority Work Plan and Implementation Strategy. This effort will include the identification of projects that have the highest potential to catalyze private sector investment for redevelopment and identify potential order of magnitude costs and potential funding sources.

Task 6 Deliverables:

Priority Work Plan and Implementation Strategy Summary Memorandum that prioritizes capital improvement projects and provides recommendations for Land Development Code and Comprehensive Plan updates (to be incorporated into final City Center Plan).

Task 7. Final City Center Plan

- Based upon input received, S&ME will develop a draft City Center Plan. The draft document will be in color format and reflect the contents addressed below.
- S&ME will attend one (1) review meeting with City staff to conduct a page turn of the document and receive comments. S&ME will also provide copies of the document to City staff for comment markup

and will collect them upon City staff's completion of review. Based upon the comments received, S&ME will develop a final City Center Plan.

- S&ME will create a 3D model of the City Center Plan that includes the plans in and around the primary activity nodes of Davis Field and England Brothers Park. The model will illustrate the context of the plans and include existing and proposed buildings, hardscape and landscape elements, open spaces, streetscape and other amenities. 3D modelling will be created using Sketchup.
- S&ME will create (10) illustrative renderings and a 60 second flythrough video to show the proposed City Center Plan and streetscape improvement along 78th Avenue. Renderings and flythrough will be created using Lumion. S&ME will provide a progress rendering to City staff for review and direction for preferred views and flythrough video. Based upon input received, S&ME will refine the rendering and provide images and flythrough video to the City in digital format. Up to two (2) rounds of minor revisions are included.

Task 7 Deliverables

- Final Plan
- 3D Plan Model in Sketchup
- Ten (10) Illustrative Renderings
- Fly-through video in Lumion

Task 8. Project Representation

Upon completion of the Final City Center Plan, S&ME will attend meetings and public hearings as requested by City staff.

❖ ANTICIPATED SCHEDULE

The proposed schedule is six (6) months for completion of the City Center Plan. The following timeline shows the anticipated project schedule broken down by Task.

Task 1: Kickoff Meeting, Data Collection and Project Management	Months 1-6
Task 2: Branding	Months 1-5
Task 3: Public Engagement	Months 1-5
Task 4: Frameworks	Months 1-3
Task 5: Design Charette	Months 2-3
Task 6: Priority Work Plan and Implementation Strategy	Months 4-6
Task 7: Final City Center Plan	Months 4-6
Task 8: Project Representation	Months 6+

❖ FEE

The breakdown of fee by Task is presented below.

Task 1: Kickoff Meeting, Data Collection and Project Management	\$30,000
Task 2: Branding	\$40,000
Task 3: Public Engagement	\$25,000
Task 4: Frameworks	\$90,000
Task 5: Design Charrette	\$75,000
Task 6: Priority Work Plan and Implementation Strategy	\$20,000
Task 7: Final City Center Plan	\$60,000
Task 8: Project Representation	(Hourly) \$10,000

Total fees**\$350,000**

This proposal is solely intended for the Basic Services as described in the Scope of Services. Additional Services available to the City that are not directly addressed in the Scope of Services are listed below. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME, Inc.

❖ ADDITIONAL SERVICES AVAILABLE

The following Additional Services have been identified by the City as potentially needed and complementary of the activities associated with the City Center Plan Scope of Services.

- Additional meetings with property owners, business owners and other key stakeholders
- Survey services
- Site Design Services

Detailed Scopes and Fees may be developed for these Additional Services at the direction of the City's Project Manager. It is our understanding you will serve as the primary point of contact for this project.

CLIENT RESPONSIBILITIES

It is our understanding that the City will provide electronic copies of the following:

- GIS Information/Shapefiles of City Center area and attributes
- Brownfield designations
- Summary list of planned and/or pending projects under review or submitted to the City for consideration

❖ AUTHORIZATION

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

❖ **CLOSURE**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.



George M. Kramer
Area Manager, Planning and Design

Attachment – Form AS-071

DRAFT



CERTIFICATE OF LIABILITY INSURANCE

000001



DATE (MM/DD/YYYY)

1/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227		CONTACT NAME: Jay Brillheart PHONE (A/C, No. Ext): 540-808-1222 E-MAIL ADDRESS: certificatesvawv@mcgriffinsurance.com FAX (A/C, No): 888-751-3010		
INSURED S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando, FL 32804		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Valley Forge Insurance Company		20508
		INSURER B: Travelers Property Casualty Co of Amer		25674
		INSURER C: American Casualty Co of Reading PA		20427
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1853043472**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6042844344	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BUA6042844313	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	ZUP51M6239520NF	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC678651782	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella policy extends over General Liability, Automobile Liability and Employers' Liability coverages.

In the event the Company cancels the General Liability, Automobile Liability and Employers' Liability policies for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide ninety (90) days' notice of cancellation of the Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of the Policy.

Project: 204077. Pinellas Park City Center Plan
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Pinellas Park
Attn: Laura Canary
6051 78th Avenue N
Pinellas Park FL 33781

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 35SMEINC

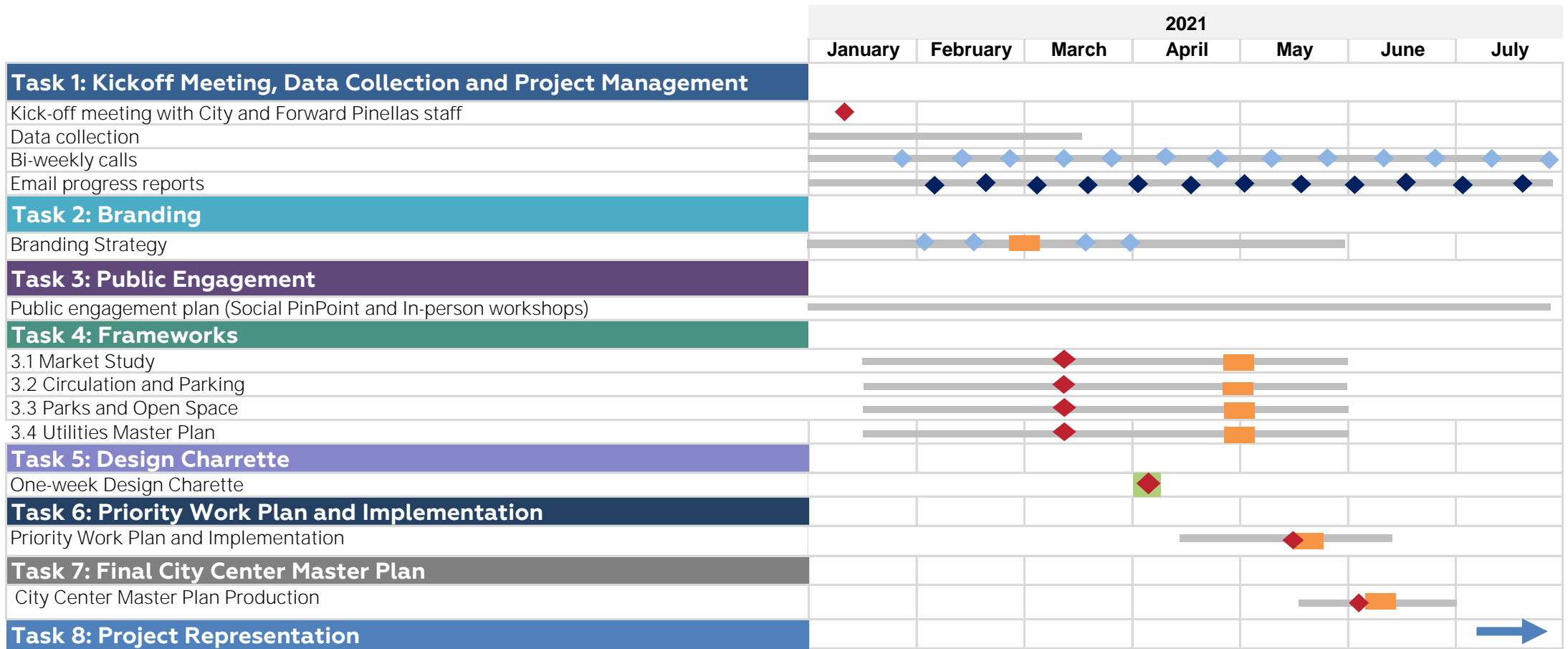
LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY McGriff Insurance Services		NAMED INSURED S&ME Inc. 1615 Edgewater Drive, Suite 200 Orlando, FL 32804
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

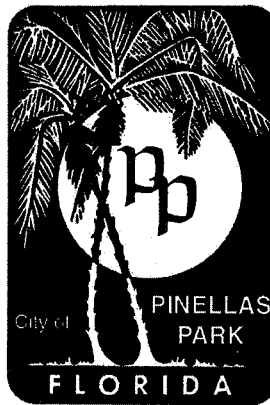
The City of Pinellas Park is included as Additional Insured with respect to General Liability, Automobile Liability and Umbrella Liability Coverage where required by written contract.



- City Review
- Charrette
- Meeting
- Progress Email
- Video Conferences

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

January 11, 2021

Ms. Laura Canary
CRA Manager
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #21-008
Agreement for Services - S & ME, Inc.

Dear Ms. Canary:

We have received and reviewed the above-mentioned Agreement for Services with S & ME, Inc. Subject to the changes requested by Risk Management, we would otherwise approve of the Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Lisa Hendrickson, Assistant City Manager
Bart Diebold, Assistant City Manager
Ben Ziskal, Community Development Administrator
Nick Colonna, Planning & Development Services Director

JWD/cb

21-008.01112021.LLC.Agmt. S&ME, Inc.wpd



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