

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: February 21, 2022

RE: **Task Authorization with Straughn Trout Architects for Professional Services Associated with the East Main Street Area Master Plan**

In January 2022, CRA staff solicited a proposal from Straughn Trout Architects, an approved firm with which the City has a Continuing Services Contract for Professional Planning, Design or Development Services, to develop a master plan for the East Main Street District. The District is a target area within the Midtown Community Redevelopment Area. The attached Task Authorization will authorize Straughn Trout to complete a Master Plan for this District, with a project scope that will include the following deliverables:

- ◆ Develop an area Master Plan analyzing all parcels within the target area.
- ◆ Create district design criteria, including a sidewalk material palette, as well as identify appropriate locations for public art and streetscape improvements.
- ◆ Establish a brand identity for the area, to be used in signage and wayfinding design as well as social media and other City communication platforms.

Total project costs under the Task Authorization will not exceed \$74,900. The project will be funded by the Midtown CRA Trust Fund from a line item allocated specifically for the East Main District. Straughn Trout will commence work upon receipt of a Notice to Proceed, with a six-month project timeline for completion.

It is recommended that the City Commission approve and authorize the appropriate City officials to execute the attached Task Authorization with Straughn Trout Architects for Professional Planning and Design Services for the East Main Street Master Plan in an amount not to exceed \$74,900.

Attachments

TASK AUTHORIZATION FORM

In accordance with the **Straughn Trout Architects / City of Lakeland** Continuing Contract for Professional Services dated December 18, 2021 the City hereby authorizes the Consultant to proceed with the services as set forth in the attached work order by the City and/or attached proposal by Consultant and the following:

Task: STA-22-01

Account: 406.106.7500.017742.653.00.000

Project Title: Professional Services for North of Main Area Master Plan
Billing: As set forth in the above referenced Agreement.

Not-To-Exceed Cost: \$74,900

Start: March 1, 2022
Complete: September 1, 2022

Scope of Work: **Straughn Trout Architects** Proposal, dated February 1, 2022, is attached herein as **Exhibit "A"**. Consultant's reimbursable costs shall be in conformance with the City's Consultant Expense Reimbursement Policy, attached herein as **Exhibit "B"**. Exhibits "A" and "B" are made a part of this Task Authorization.

AUTHORIZATION:

STRAUGHN TROUT ARCHITECTS

Accepted and Approved By: _____ Date: _____
Jon Kirk, Principal

CITY OF LAKELAND, FLORIDA

Reviewed By: _____ Date: _____
Name: Alis Drumgo
Title: Assistant Director of Economic Development

Accepted By: _____ Date: _____
Name: Shawn Sherrouse
Title: City Manager

Approved By: _____ Date: _____
Name: William H. Mutz
Title: Mayor

Approved as to Form and Correctness: _____
Palmer C. Davis, City Attorney
Attest: _____
Kelly S. Koos, City Clerk

Exhibit "A"

Consultant Proposal

(Insert Proposal Behind this sheet)

February 1, 2022

Mr. Alis Drumgo
Assistant Director of Economic Development
City of Lakeland
228 South Massachusetts Ave.
Lakeland, Florida 33801

RE: E. Rose Street | NoMa (North of Main) Area Master Plan

Alis,

I would first like to thank you for considering Straughn Trout Architects, LLC (STA) for the opportunity to work with you to update the existing E. Main St. Master Plan. Our firm is very proud of its 66+ years of continual practice here in Lakeland, and this experience gives us the utmost confidence that we can work with you to develop a creative and forward-thinking plan that will align with the current and future City development opportunities. With the support of our team of architects, designers and our Brand Identity consultant, HYPE BRAND DEVELOPMENT, we will work with you to craft a design plan that helps define the district's growth vision.

PROJECT DESCRIPTION

As discussed in our meeting on December 9th, 2021, the project goal at the macro level is to update a portion of the existing East Main Street master plan. The initial target area limits shall be defined as E. Oleander St. (north), E. Main Street (south), Lake Mirror (west) and N. Ingraham Ave. (east). At the micro level, the goal is to create the design language and define the palate for all public rights-of-way streetscape elements and provide a "Brand" identity for the "East main Street" district that is both scalable and cost effective. The initial project effort will focus on the E. Rose Street portion of the district starting at the Bartow Rd/ Hwy 98 overpass and extending east to N. Ingraham Ave. This area is anticipated to be the pedestrian gateway from Lake Mirror. Into the district. The use of Art, signage and lighting shall be coordinated to celebrate this entry.

Based on these descriptions, specific work tasks shall be as follows;

1. Master Plan
 - a. All parcels within the target area will be considered and reviewed to evaluate their current functionality and discuss strengths, weaknesses, opportunities, and challenges. Identifying underutilized resources and overburdened locations will allow us to study how minor modifications could enliven existing spaces and create increased efficiencies. Access to and among key facilities (walkways, driveways, parking locations and capacities) will also be reviewed.

2. Develop a district design “language” (in no specific order):
 - a. Sidewalk (right-of-way) palette
 - i. Walkway material/ pattern/ maintenance/ stockability
 - ii. Lighting
 - iii. Signage
 - iv. Site furnishings
 - v. Parking
 - vi. Fencing
 - vii. Review existing sidewalk components and evaluate components functionality and challenges from the public works department perspective. Identifying these will allow us to suggest modifications that could enliven and redefine our new district.
 - b. Planters/ Rain Gardens
 - i. Moveable Planter boxes
 - c. Art - Determine the initial strategic locations for murals and sculpture.
 - d. Evaluate existing Traffic operations building facade and fencing facing E. Rose St. and recommend aesthetic improvements (Paint, lighting, fencing).
3. Brand Identity
 - a. A brand tells the consumer what a concept is all about. It sets you apart from your competitors and creates a personality. When done well, a brand gives visual and emotional cues to users. A strong brand extends across all parts of the business (or district), from the messaging to the collateral materials. Developing a brand and using it to an advantage can provide a competitive edge. Our team will help define the brand story, then the look, feel and experience around the E. Main St. brand, crafting a visually compelling brand identity.

SCOPE OF WORK

STA's scope of work for this project will be broken down into the following tasks:

Task 1: MASTER PLAN

1. STA will visually review all major existing facilities and area amenities within the master plan defined area. Additional site investigation will be performed by STA as needed to complete the other subsequent tasks.
2. Utilizing all available information provided by the Owner, as well as available aerial photography and information collected during the area tour and other site visits as needed, STA will develop an existing block plan that identifies all major existing facilities, amenities, and other significant and visible elements. This plan will serve as the basis for the master plan work.
3. STA will develop a Master Plan and associated programming legend and new/renovated facility descriptions based on information collected in previous tasks. The initial draft will be presented to CRA staff for review and comment. The additional feedback from these review meetings (2) will be used to develop a final Master Plan. The Area Master Plan will be a 2-

dimensional site plan with graphics built on available satellite aerial imagery with modifications and designations as required.

Task 2: DESIGN LANGUAGE

1. STA will review existing (right-of-way) sidewalk components and evaluate components functionality.
2. Conceptual Renderings - Upon your review and approval of the final Master Plan design, STA will develop additional graphics consisting of (2) Exterior 3D renderings depicting the right-of-way improvements in context with proposed building improvements associated with developer. The exact location for these renderings will be determined later with collaboration from the Client. The initial draft views will be presented to CRA staff for review and comment. The additional feedback from these review meetings (2) will be used to develop a final Master Plan.

Task 3: Brand Identity Package

See attached separate branding proposal outlining exact scope of work and tasks.

PROFESSIONAL SERVICES & FEES:

Task	Fee
1. Master plan	\$21,500.00
2. Design Language	\$11,600.00
3. Brand Identity Package	\$38,000.00
4. Reimbursable allowance	\$800.00
TOTAL PROFESSIONAL FEES:	\$ 71,900

ADDITIONAL SERVICES & FEES:

Task	Fee
1. Additional Conceptual Renderings \$2,500 ea.	TBD
2. District Naming (See Hype proposal)	\$3,000.00
TOTAL ADDITIONAL SERVICE FEES:	TBD

Our fees above are for the tasks as outlined in this proposal and currently understood. We have also attached a copy of our current rates schedule for your reference. These rates would apply for any work mutually agreed to be additional services on this project as approved by you outside the scope identified in this proposal. We will provide you with all review documents during the exercise as well as digital copies of the final documents for your use (PDF format). Any additional printed copies will be billed according to the attached "Reimbursable Costs for Direct Project Expenses" schedule.

EXCLUSIONS

STA's scope of work for this project is limited to conceptual design and master planning. Any services required for construction or facility modifications (sealed drawings, engineering, surveying, environmental assessments, etc.) are excluded from the current scope but can be provided upon the owner's request.

Your signature will confirm our authorization to proceed and agreement with our attached standard General Conditions. Please retain one copy and return one copy to STA. Again, we appreciate the opportunity to work with you both on this project. If you have any questions concerning this proposal, please do not hesitate to contact me.

Sincerely,


Jonathan A. Kirk, AIA - Principal
jon@straughntrout.com
STRAUGHN TROUT ARCHITECTS, LLC

Attachments:

- A. General Conditions to the Letter Agreement
- B. Hourly Rates & Reimbursable Cost Schedules (2022)
- C. hype group | Brand Development Services Proposal

Approved By: _____
Print Name: _____
Print Title: _____
Date: _____
Client's Project/PO# For Billing _____

ATTACHMENT A

GENERAL CONDITIONS TO THE LETTER AGREEMENT

1. **PAYMENTS** to the Consultant (STA) are due upon receipt of each invoice. Invoices are sent out monthly or at the completion of each project phase and the Client/Owner will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate. After thirty (30) days from the date of invoice, an account will be considered past-due. Past-due accounts will be charged interest at 1.5% per month, 18% annually, and shall accrue on any unpaid balance not received thirty (30) days following receipt of an invoice.
2. **REIMBURSABLE EXPENSES.** Unless noted otherwise, reimbursable expenses will include the following: transportation, lodging, and meals in connection with travel; courier services, postage and delivery charges; reproduction costs; photographic production techniques; expense of renderings, models and mock-ups requested by the Client/Owner; and automobile travel (rental, mileage, taxes, etc.). All Reimbursable Expenses not specifically identified in STA's standard Rates & Reimbursables Schedule shall be invoiced at 1.15 times cost. Mileage charges for automobiles shall be at the prevailing rate established by the I.R.S. Renderings, graphics and models prepared by outside sources will be reimbursed at actual cost, plus a 1.15 times cost to cover coordination and administrative expenses.
3. **NO DEDUCTION** shall be made from the Consultant's compensation on account of claims of negligent errors or omissions in performance of professional services by the Consultant, except pursuant to a judicial award or an award rendered in a proceeding in accordance with formal mediation or arbitration.
4. **LEGAL COSTS.** The Client/Owner shall reimburse the Consultant for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
5. **OWNER'S RESPONSIBILITIES.** The Client/Owner shall make all reasonable efforts to assist the Consultant and facilitate the performance of the design team. The furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Consultant with all existing information relating to the Project, including but not limited to, site surveys, soils investigations, existing building drawings, environmental reports and program data. The Client/Owner shall provide reasonable access to the project site as needed by the design team, identify all project decision-makers and stakeholders, and provide reviews and approvals in a timely manner. If the Client/Owner becomes aware of any fault or defect in the Project or the Consultant's services, he shall promptly notify the Consultant. The Client/Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work. The Client/Owner shall work with the Consultant to establish the project schedule and construction budget.
6. **SEPARATE CONSULTANTS.** If a firm (or firms), consultant, or contractor are separately engaged by the Client/Owner to work under the general direction of the Consultant, the Consultant shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.
7. **COST ESTIMATES.** As the Consultant has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the Consultant's (or Specialty Sub-Consultant's) experience and judgment as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates. All estimates provided are intended to establish rough order of magnitude (ROM) utilizing \$/SF assumptions.
8. **PHOTOGRAPHY.** Consultant shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Client/Owner, would seriously compromise Client/Owner's business interests. The costs incurred for photography commissioned by Consultant shall be paid by Consultant except in the event Client/Owner requests copies for its own use. Owner shall then share in a mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, Owner grants Consultant the unlimited right to publish photographs of the Project as described above.
9. **OWNERSHIP AND USE OF DOCUMENTS.** Drawings, BIM Models, Schedules, and Specifications (both physical and electronic documents in all file formats/types) as instruments of services are and shall remain the sole and exclusive property of the Consultant whether the Project for which they are prepared is executed or not. The Client/Owner shall be permitted to retain copies, including electronic reproducible copies in PDF format, of Drawings, Schedules, and Specifications for information and reference in connection with the Client/Owner's use and occupancy of the Project; provided, however, that the Consultant shall retain any and all copyright privileges in and to such Drawings, BIM Models, Schedules, and Specifications. The Drawings, BIM Models, Schedules and Specifications shall not be used by the Client/Owner on other projects, for additions to this Project, or (provided the Consultant is not in default under this Agreement) for completion of this Project by others, or published in any manner whatsoever, except by prior agreement of the Consultant in writing and with appropriate compensation to the Consultant. All other electronic files will be retained

in sole ownership and control by the Consultant, except by prior agreement of the Consultant in writing and with appropriate compensation to the Consultant.

10. **INSURANCE.** The Consultant will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other third party; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Consultant will furnish the Owner with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Consultant may be legally liable. The Consultant shall maintain the following amounts of insurance during the term of this Agreement: Workmen's Compensation, Statutory; Employer's Liability, \$500,000 each accident, \$500,000 Disease Policy Limit, \$500,000 Disease each Employee; Commercial General Liability (CSL) \$2,000,000 Per Occurrence, \$4,000,000 Aggregate; Automobile Liability (CSL) \$2,000,000; Professional Liability, \$2,000,000; Umbrella Liability, \$1,000,000.
11. **SUSPENSION OF WORK.** If any invoice is outstanding (past-due) for more than thirty (30) days (45 days from the invoice date), the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Client/Owner and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Consultant under this Agreement is contingent upon payment of fees by the Client/Owner.
12. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by the Consultant upon seven days written notice should the Client/Owner fail substantially to perform in accordance with its terms through no fault of the Consultant. This Agreement may be terminated by the Client/Owner upon seven days written notice to the Consultant should the Consultant fail substantially to perform in accordance with its terms through no fault of the Client/Owner. In the event of termination, the Consultant shall be compensated for all services performed to termination date, together with Reimbursable Expenses.
13. **DISPUTE RESOLUTION/ARBITRATION.** Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration. Provided they do not exceed a cumulative total of \$75,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not resolved as the result of the non-binding mediation process, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.
- Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- No arbitration, arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Consultant, the Engineer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.
- The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance within applicable law in any court having jurisdiction.
14. **STANDARD OF CARE.** Notwithstanding anything to the contrary within this Agreement, the standard of care for all professional services performed or furnished by the Consultant will be the care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied, is made or intended related to the services provided.
15. **MISCELLANEOUS.** Neither party may assign its interest in this Agreement to any other person, corporation, or entity without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties, and shall be governed by the laws of the State of Florida.

ACKNOWLEDGED AND ACCEPTED BY (CLIENT/OWNER): _____ DATE: _____

ATTACHMENT B

HOURLY RATES FOR ADDITIONAL SERVICES (2022)

JOB CLASSIFICATION	RATE SCHEDULE
Architect (Principal)	\$240.00
Consultant Principal	\$205.00
Staff Architect	\$180.00
Civil / Structural / Mechanical /Electrical / Geotechnical Engineers	\$175.00
Senior Designer / Project Manager	\$140.00
Interior Designer	\$145.00
Staff Engineer / Landscape Architect	\$120.00
Intern / Graduate Architect / Technician	\$110.00
Specialty Consultant (Acoustical, Food Service, Etc.)	Actual Costs + 2.5%
Drafter/CADD	\$95.00
Clerical	\$75.00

The Fee Schedule may be adjusted by an amendment to the Architect Services Agreement after mutual written agreement of the parties; the effective date is the date of the amendment to the agreement. Such amendment shall operate prospectively only and shall not alter fee schedules for agreements in effect at the time of amendment.

REIMBURSABLE COSTS FOR DIRECT PROJECT EXPENSES (2019)

Printing Rates		Per Printed Side	
		Black & White	Color
Standard Reproduction			
	Letter (8.5"x11") & Legal (8.5"x14") sized documents	\$0.15	\$1.50
	11"x17" & 12"x18" sized documents	\$0.25	\$2.50
Plotter Prints			
	24"x36"	\$10.00	\$15.00
	24"x36" mounted on 3/16" Foam Core Board	\$20.00	\$25.00
Bond Prints			
	24"x36"	\$2.00	Actual Costs
	Other Sizes	\$0.35/sq. ft.	Actual Costs

Travel Expenses

Airfare, Overnight Accommodations, Meals, EtcActual Costs
 Standard Automobile.....\$0.58/Mile or Current IRS Rate

Shipping (US Postal Service / Federal Express / UPS).....Actual Costs

Data File Transfers..... (Minimum) 1-Hour Clerical + Actual Cost of Media

Pre-Approved Purchase/Rental of Equipment Used in Project.....Actual Costs

Coordination with Owner's Sub-Consultant or Sub-Contractor 15% of Actual Consultant/Labor Fees

hype.

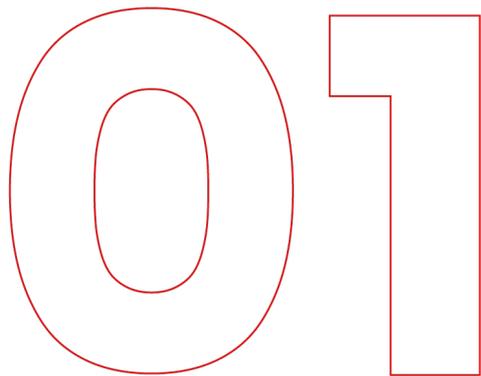
East Main District: Lakeland

Brand Development

+1 727 623 9085
info@hypegroup.net
www.hypegroup.net

St. Petersburg, FL

“Don’t be afraid to build a brand that is different, be afraid to build a brand exactly like those that already exist.”

The image shows the numbers '01' in a large, red, hollow outline font. The '0' is a simple oval shape, and the '1' is a vertical bar with a small horizontal top bar.

Believe the hype.

INTRODUCTION

You **can** believe the hype. Our creative team is skilled in all disciplines and is ready to help you bridge the gap between your company and potential consumers. We work with you to collaboratively and strategically advance your identity, connect with your target audience, and build a brand that lasts. Everything we create, we create together with a lot of passion, intention, and respect for our clients.

Whatever stage your business is at, we're here to craft a roadmap for your growth. From project kick-off to project completion, this is a team effort. We are all in on this with you, every step of the way.

01

ABOUT

Hype is an award-winning boutique brand building agency headquartered in St. Petersburg, Fla. We work with companies to build, amplify and revitalize their brands.

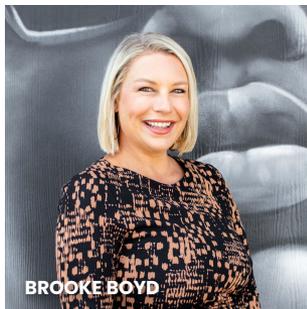
With more than 12 years of experience combining branding, design, strategy and content creation, Hype Group has had the ability to work with some of the finest brands and organizations, both locally and nationally.



01

THE TEAM

Our diverse team of creative communication strategists, brand storytellers, designers, planners, innovators, producers, writers, and marketers work collaboratively from the first phases of brand development to amplification to the masses.



Brooke Boyd
Founder



Maureen Horan
Creative Director



Sydney Lieberman
Visual Content Director



Shayna Coston
Brand Manager



Adam Quinn
Communications Strategist



Irene Carozza
Sr. Graphic Designer



Abby White
Communications Coordinator



Vu Le
Production Director

01

THE PROCESS

01 BRAND AUDIT

Each one of our projects starts with a research phase. We collect as much information as possible about the product/service offering, market, and target audience in order to establish a strategy and prepare our team to create. We cast a wide net, ask a lot of questions, review existing assets, take many notes, and outline solutions based on your business goals.

02 BRAND FOUNDATION

Inspired by the brand audit, this phase defines the true soul of your brand. The brand foundation is made up of the brand positioning, manifesto, promise, anchors and personality – what we like to call, the written representation of your brand.

03 BRAND DESIGN

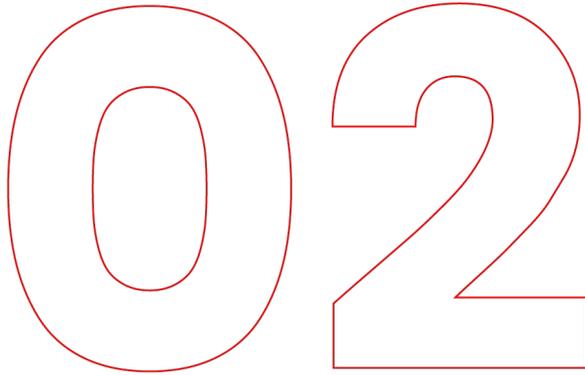
What good is a brand if it doesn't work in practice? We include our clients in the creative process each step of the way and present how the branding can function in reality. Led by the brand foundation, this ensures that your new branding personifies exactly who you are, what you do and what sets your business apart.

04 BRAND EVOLUTION

Now that the brand is developed, we perfect the key style elements and assets that make your brand whole. This could also refer to logo type, logo mark, color palettes, font palettes, patterns, icons, brand guide, etc.

05 BRAND AMPLIFICATION

We create campaigns, utilize PR and build Social Media content strategies to launch, re-launch or communicate your message to the market.

The image shows the numbers '02' in a large, red, hollow outline font. The '0' is a simple oval shape, and the '2' has a curved top and a horizontal base.

Scope of work.

BRANDING

A brand tells consumer what a concept is all about. It sets you apart from your competitors and creates a personality. When done well, a brand gives visual and emotional cues to potential clients. A strong brand extends across all parts of the business, from the messaging to the collateral materials. Developing a brand and using it to an advantage can give you that competitive edge. We will help you define your brand story, then the look, feel and experience around your brand, crafting a visually compelling brand identity.

02

BRAND IDENTITY WITH KEY MESSAGING/FOUNDATION, EVOLUTION & DIGITAL BRAND SYSTEM (CONT'D)

In our Research phase, we will collect as much information as possible about you, your background, goals, and vision. We'll perform an in-depth analysis of the market and deep dive into the variables that lead to success. This info will be used to lead the following phases and refer back to for guidance. This ensures everything we create is led by data and developed with accuracy. Next, we'll focus on defining the Key Messaging (abridged written representation of the brand). We'll combine the research, insights and creative vision to position the district, giving it an established story to connect to its target audience, while developing a unique voice and tone. The Brand Design phase is where we will define the cohesive visual story informed by the newly-created Key Messaging. This will create that unique story (both visual and verbal) that people will come to connect with, trust, and want to buy-into.

Research & Acculturation

- Kickoff meeting
- Account setup & intake
- Research & acculturation
- Key stakeholder interviews

Key Messaging & Foundation

- District's verbal positioning
- District's personality, voice & tone
- Taglines, slogans, headlines (3-4 options presented)
- District's brand moodboard presentation

District Brand Design

- Brand concepts (2 brand concepts presented, 2 collective rounds of revision)
- Proof of concept (visual representation of how these new brand concepts and elements could be applied to the district: collateral, apparel, signage, website homepage, social, etc.)
- Brand style elements (patterns, type treatments, illustrations, icons, etc.)
- Color palette(s)
- New logo, logo variations provided in all formats, including: EPS, PDF, AI, JPEG, PNG
- Brand asset submission; all final illustrations, patterns, icons or creative typography delivered (as deemed necessary for final concept, to be determined by the creative team)
- Brand guide: outlines brand style elements and usage rules

02

BRAND IDENTITY WITH KEY MESSAGING/FOUNDATION, EVOLUTION & DIGITAL BRAND SYSTEM (CONT'D)

District's Brand Evolution

- Signage & Wayfinding design
 - Monument Signage (1 monument sign concept presented), size TBD
 - Monument sign
 - 1 round of revision
 - Set up for print (printing not included)
 - Wayfinding Signage (2 sign concept presented), additional wayfinding for the district
 - Ex: parking sign, directional signage, etc.
 - 1 round of revision
 - Set up for print (printing not included)
 - Branded Map Design (1 map design concept presented), size TBD
 - 1 round of revision
 - Submitted in print and vector file so new areas can be added in the future

Digital Brand System

- Social media assets
 - Social media brand files (Facebook & Instagram profile pictures adjusted to social specs)
 - Cover photo design
 - Instagram highlight designs (up to 5)
 - 3 social media graphic templates

02

DISTRICT NAMING \$3K: ADD-ON OPTION

Naming

- Develop district name
 - 3-4 name options presented
 - 1 collective round of revision included
 - Basic trademark search with findings
 - Domain search with options

02

COST BREAKDOWN:

The cost breakdown of the aforementioned deliverables are as follows...

SCOPE OF WORK:	FEE:
Brand Identity Package	\$38K

OPTIONAL:	FEE:
Naming (1-2 weeks)	\$3K

PAYMENT STRUCTURE:

75% deposit due upon project commencement
25% balance due upon completion of project

NOTE:

Pertinent information and/or content under the scope of work must be provided to agency within 30 days of project commencement.

Once services are underway timeliness with respect to deliverables and feedback is also important. Client shall use all reasonable efforts to provide needed information, materials and approvals, in order to keep the project on track.

Client will need to purchase font licenses for all fonts not created by Hype.

Work performed outside of the scope will be done at an additional fee and discussed prior to commencement.

**Hype reserves the right to include process work in company portfolio unless requested otherwise by the client.*

03

Terms & conditions

NOTE

Commencement of any project constitutes acceptance of the following terms and conditions.

03

ASSUMPTIONS

Creative Direction

Hype Group will provide creative direction that includes the rounds of revisions for all materials unless stated otherwise. Additional design work will be billed at the hourly rate of \$150/hour and additional development work will be billed at the hourly rate of \$175/hour.

Scope

Hype Group's services include specifically what is outlined in the project scope section. Not included in this project is the cost associated with print production/fabrication, stock photography, fonts, or the acquisition of any illustration/photography, media placement or acquisition, additional creatives or rounds of revisions beyond what is scoped above. Any material change to services or deliverables as outlined will be managed through a change process to include a mutually agreed to amendment to the project scope.

Feedback and Schedule

Once projects are underway, the key dates towards the completion will be better outlined. The schedule is dependent on Hype Group and the Client working together to make sure that feedback and revisions are done in a timely manner.

Out-of Pocket Costs

Travel expenses, printing and mounting costs, other production materials, and subscription fees are not included in the scope. Royalty-free stock photography and/or illustration acquisition(s) can be negotiated by Hype Group on behalf of the Client and will be treated as a reimbursable expense. Any out of pocket costs will require written approval by the Client, and will be billed as incurred.

03

ASSUMPTIONS

Timeliness

Pertinent information and/or content under the scope of work must be provided to agency within 2 weeks of contract signing. If necessary information and/or files are not provided within 10 business days, the final balance will be due and project will be considered complete. Once the project is underway timeliness with respect to deliverables and feedback is also important. Client shall use all reasonable efforts to provide needed information, materials and approvals, in order to keep the project on track. Any delay by Client will result in a day-for-day extension of the due date for all future Deliverables. If the Client delay is significant (5 or more consecutive business days), the client will be charged an additional weekly service fee equal to one quarter (25%) of the monthly fee. Hype Group has the right to reassign team members and/or resources to other projects while the client resolves delays on their end. Once the project is re-initiated, it will be re-assigned based on existing workflow. Significant delays may require additional weekly service fees equal to 25% of the monthly fee.

Once a project has been completed, all invoices paid and/or final files have been delivered to the Client, the Client has 1 business week to send any final questions or concerns to Hype Group related to the project before the project is deemed officially closed. Re-opening a project for any reason, due to changes, updates, error or edits on either side, will result in an "adjustment fee" to be paid by the Client. This fee is to be estimated based on changes necessary and will have to be organized into our current working queue. The final project balance is due to Hype Group in full prior to sending final files/assets. Working files are available throughout the project upon request, at an additional fee.

TERMS AND CONDITIONS

Contract

These Terms & Conditions and the accompanying signed or attached Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing. The Proposal is incorporated herein by reference. The Proposal includes a description of the services (“Services”) and the form and media of the work product to be delivered by HYPE GROUP (“Deliverables”), the anticipated schedule for milestones and completion of the assignment, and a description of the Client’s project for which Services are sought. Client shall pay additional charges for any changes requested by Client that are outside the scope of Services. Unless otherwise set forth in a Change Order to the Proposal which shall be signed by HYPE GROUP and Client, such additional services shall be billed on a time and materials basis, at HYPE GROUP’s current standard hourly rates plus costs. HYPE GROUP may extend or modify any delivery schedule or deadlines in the Proposal as may be required by such Changes. Any deposit paid is non-refundable once project has commenced.

Client Obligations

Timing : HYPE GROUP will prioritize performance of Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform Services within the time(s) identified in the Proposal.

Client shall provide access to all samples, data, works, materials, information and intellectual and other property of Client (“Client Content”) and personnel necessary for HYPE GROUP to complete Services on a timely basis.

TERMS AND CONDITIONS

Client Obligations (deliverables)

Unless otherwise set forth in the Proposal, Client shall be solely responsible for: (i) procuring and maintaining all hardware software and telephone/circuitry related to the network connectivity required to operate the Deliverables and shall purchase directly such hardware and third-party software and services necessary for the development, operating and hosting of the Deliverables; and (ii) legal review of the Deliverables, including specifically but without limiting, trademark and copyright checking, advice and registrations.

Limited Warranty

HYPE GROUP warrants that, for a period of one (1) year from the date of delivery of any Deliverables, such Deliverables shall be free from defects in materials and workmanship under normal use. This warranty only covers intellectual property or materials produced or manufactured directly by HYPE GROUP and does not include third party materials, products or intellectual property. Problems must be reported to HYPE GROUP during the warranty period or shall be otherwise waived.

Exclusions from other Warranties

HYPE GROUP does not warrant that the operation of any Deliverable will be uninterrupted or error-free. The limited warranties provided herein are non-transferable, contingent upon the proper installation and use of the respective software in accordance with HYPE GROUP's specifications, and subject to all limitations set forth herein.

TERMS AND CONDITIONS

Disclaimer From Other Warranties

The express HYPE GROUP Warranties set forth herein are in lieu of all other warranties, whether express implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights all of which are disclaimed. HYPE GROUP makes no representation or warranty that the Deliverables will not violate the trademarks, copyrights or other ownership rights of a third party and specially disclaims any obligation to undertake any investigation regarding infringement or possible infringement by the Deliverables.

Ownership (client content)

Between HYPE GROUP and Client, Client is the sole owner of Client Content upon full satisfaction of all invoices pertaining to such Client Content. Client hereby grants to HYPE GROUP a non-exclusive, non-transferable, limited license to use the Client content solely in connection with the performance of Services and for HYPE GROUP's portfolio. HYPE GROUP agrees to sign documents, as requested by Client, to assign ownership rights, if any, for Client Content to Client or Client's designee, and at no additional cost to the Client. Any use of HYPE GROUP Content for the benefit of Client is given to Client via a non-exclusive, non-transferable, limited license, revocable by HYPE GROUP upon notice to Client.

Ownership (HYPE GROUP content)

Notwithstanding their integration into the Deliverables, as between HYPE GROUP and Client, HYPE GROUP is, and shall continue to be, the sole owner of the following: All text, pictures and video (each including without limitation to stock), sound, graphics, video and data, software, programming and design methods, techniques and know-how, produced, created, developed or purchased by HYPE GROUP in its regular course of business; or otherwise not specifically produced, created or developed by HYPE GROUP solely for the benefit of Client ("HYPE GROUP Content").

TERMS AND CONDITIONS

All Preliminary Works

“Preliminary Works” means all artwork (including, but not limited to), concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by HYPE GROUP and which may or may not be shown and or delivered to Client for consideration but do not form part of the Deliverables (“Preliminary Works”).

Indemnification

Client agrees to indemnify and hold harmless HYPE GROUP from any Claim arising from (a) the Client Content, including, but without limitation Client Content integrated into the Deliverables, (b) the infringement by the Deliverables of the copyright or trademark of a third party or the Client’s failure to obtain copyright and/or trademark registration of any Deliverables, (c) use of the Deliverables in combination with other products not supplied or authorized, in writing, by HYPE GROUP or specified by HYPE GROUP as being compatible with the Deliverables; (d) use of any release of the Deliverables other than the most current release made available to Client; (e) the modification of the Deliverables by the Client, or (f) Client continues allegedly infringing activities after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. HYPE GROUP will ensure that the Deliverables have been legally obtained by HYPE GROUP and do not infringe on their parties’ copyrights, trademarks or other intellectual property.

By Client

Client hereby agrees to indemnify and hold HYPE GROUP harmless from and against all Claims arising from (a) Client Content or (b) Client’s breach of its obligations under this Agreement.

TERMS AND CONDITIONS

Accreditation/Promotions

HYPE GROUP may reproduce, publish and display the Deliverables in HYPE GROUP's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

Confidential Information

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works (collectively, the "Confidential Information"). Each party, its agents and employees shall hold and maintain in confidence all Confidential Information and shall not use any Confidential Information except as necessary to perform its obligations under the Proposal. This section shall not apply to information in whatever form that is already in the public domain, nor shall it restrict HYPE GROUP from giving notices required by law or complying with an order to provide information Client or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for HYPE GROUP to defend itself from any suit or claim.

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TERMINATION AND SUSPENSION

CLIENT Termination/Suspension

The Client may, upon thirty (30) days written notice, suspend or terminate further work by HYPE GROUP. The Client shall remain liable for, and shall promptly pay HYPE GROUP for all Services rendered and Deliverables delivered through the date of suspension or termination. In addition, Client shall pay all costs and expenses incurred by HYPE GROUP for non-cancelable contracts entered into by HYPE GROUP for the benefit or on behalf of the Client.

HYPE GROUP Termination/Suspension

HYPE GROUP may suspend or terminate this Agreement if the Client fails to substantially perform its obligations in accordance with this Agreement or the Proposal. Failure to make payments at the time and in the amounts set forth in the Proposal shall constitute substantial nonperformance.

Integration Clause

This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

Liability

The Client agrees that HYPE GROUP's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, HYPE GROUP's negligence, errors, omissions, strict liability, infringement by the Deliverables, breach of contract, or breach of warranty, shall not exceed net profit to HYPE GROUP.

TERMINATION AND SUSPENSION

Billing & Payment

Client shall pay HYPE GROUP in accordance with the rates and charges set forth in the Proposal. Payment will be due upon receipt of HYPE GROUP's invoice. In the event Client fails to pay HYPE GROUP within thirty (30) days after invoices are rendered, Client agrees that HYPE GROUP shall have the right to consider that event a breach of this Agreement. HYPE GROUP may charge, at its sole and exclusive discretion, 16% interest on all unpaid balances.

Term

The term of this Agreement shall commence on upon the date Client first delivers its deposit and this signed agreement or upon the date HYPE GROUP first performs work at Client's request, and shall continue in full force and effect until terminated by either party upon at least thirty (30) days prior written notice, unless terminated for non-payment, in which case HYPE GROUP may terminate immediately without prior notice. The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination, including the billing whose closing dates follow then such period.

Consequential Damages

HYPE GROUP and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement or the Proposal.

TERMINATION AND SUSPENSION

Governing Law

The substantive laws of the State of Florida shall govern any disputes between HYPE GROUP and the Client arising out of the interpretation and performance of this Agreement. All legal proceedings between the Parties must be brought only in Pinellas, County, Florida, St. Petersburg division or the Middle District of Florida, Tampa division as the exclusive venue.

Mediations

HYPE GROUP and the Client agree that any disputes arising under this Agreement, except for non-payment by Client, shall be subject to non-binding mediation as a prerequisite to bringing any legal proceedings. The Parties shall split the cost of the mediator. Mediation must take place in St. Petersburg, Florida by a mediator that does not charge for travel to St. Petersburg, Florida. Failure by either party to respond to a request for mediation within 30 days of a certified notice of demand to mediate will waive mediation under this provision.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or HYPE GROUP.

Severability

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any of the provisions of this notice of demand to mediate will waive mediation under this provision.

ATTORNEY'S FEES

Maximum Damages

Maximum recovery under this agreement by Client for any breach or tort that gives rise from this Agreement is limited to actual damages subject to a maximum recovery by Client in the amount of the initial deposit. Client waives any claim for incidental or consequential damages.

Attorney's Fees

In any action to enforce this Agreement the prevailing party will be entitled to costs and reasonable attorneys' fees.

Force Majeure

HYPE GROUP shall not be liable for any failure to perform, or delays in the performance of its obligations under this Agreement if and to the extent such failure or delay is due to the failure of the delay by Client to produce (a) Client Content; (b) satisfy its other obligations set forth in Section 3; (c) meet its payment obligations when due; and, (d) all instances of force majeure, which shall include acts of god, fire, flood, acts of government, war, riots, fire, flood, strikes or other labor disputes, terrorism, terrorists acts, shortages, HYPE GROUP's suppliers or governmental authority or civil disturbance, telephone line or computer hardware failures and any other telecommunication failures, or any other cause beyond HYPE GROUP's reasonable control.

Survival

Those provisions of this Agreement between the parties that by their nature should survive expiration or termination of such Agreement shall so survive its expiration or termination.

ATTORNEY'S FEES

Non-Solicitation - No Hire

Client acknowledges and agrees that he shall not, directly or indirectly, other than in connection with carrying out his duties hereunder, (i) solicit or induce any employee or consultant of HYPE GROUP (or any individual who was an employee or consultant of the Company at any time during the 12-month period preceding any such solicitation or inducement) to A) terminate his or her employment or relationship with HYPE GROUP, and/or (B) work for the Client, or (ii) hire, or be involved in the process of any business, entity or division in hiring, any employee or consultant of HYPE GROUP (or any individual who was an employee or consultant of the Company at any time during the 12-month period preceding any such hiring).

NOTICES

Communications and notices shall be in writing and given by addressing the same to the other at the address set forth in this Agreement, or at such other address or facsimile number as either specified in writing to the other in conformity with this Section. All notices are effective when (a) deposited in the United States mail with proper postage for first class Certified Mail, return receipt requested, (b) sent by a reputable commercial courier, delivery confirmation requested, or (c) promptly confirmed by mail or commercial courier as provided, when dispatched by facsimile.

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Agreement Signature

CLIENT: _____

BY: _____ DATE: _____

Jon Kirk, East Main District

Exhibit "B"
City of Lakeland
Consultant Expense Reimbursement Policy
Revised 6/18/2018

General

This policy governs all eligible reimbursement expenses paid to consultants hired by City Departments under professional service contracts. All reimbursable expenses must adhere to the following provisions and be verified and approved by the appropriate department head, or their designated representative administering the professional contract. An exhibit to each contract or agreement must be accepted by each professional services consultant prior to the agreement being considered fully executed. All proposed reimbursable consultant expenses must be submitted to the managing designee with matching receipts and specific documentation outlining the nature of the business conducted in association with the expenditure prior to approval by the City.

Consultant Contract Provisions

1. Reasonable expenses will be reimbursed for customary business activities deemed integral to the completion of the consulting assignment (i.e. phone calls, copies, printing, facsimile services, etc.) 2. Reasonable travel expenses will be reimbursed at a rate not-to-exceed the following:

- Car Rental – Limited to mid-size vehicles or smaller.
- Airline Travel – Limited to tourist or coach class fare, all efforts will be made to identify the most economical flight options available at time of scheduling.
- Use of private automobile for administration of project related requirements may be reimbursed at the current IRS mileage reimbursement rate. (www.irs.gov)
- Local hotel accommodations will be reimbursed at a rate not-to-exceed the GSA lodging rate for Tampa, Florida per night plus sales tax. (www.gsa.gov) Incidentals related to the hotel stay will not be reimbursed.
- Meal expenses will be reimbursed at a rate not-to-exceed the GSA M&IE rate for Tampa, Florida. A maximum of 15% gratuity on meals will be allowed.
- No entertainment expenses will be reimbursed, including, but not limited to, alcoholic beverages, in-room entertainment, registrations, tickets to sporting events or entertainment events, banquet and or client entertainment.
- No reimbursement will be provided for personal expenses of any nature.
- When representing the interest of the City outside of the Lakeland area, reimbursement of reasonable hotel accommodation costs will be provided as determined by the responsible Department Head.

Collection of Back-up Documentation

All consultant expenditures submitted for reimbursement shall be properly documented and approved by the appropriate department head or designated representative managing the agreement. Original receipts must be provided for payment, along with documentation on purpose. The department head or designated representative will be responsible for the collection of this documentation and for communicating with the consultant on issues related to reimbursable costs or backup documentation. It will be the responsibility of the department head or designated representative to obtain the necessary approvals from the City Managers' Office for variances to the policy.

Prior to payment of invoices, the following will be required:

1. Verification that invoice references the correct professional service contract.
2. Verification that the specific contract deliverables have been met and scope of work has been satisfactorily completed.
3. Verification that all consultant reimbursable expenses were incurred in conjunction with specified services rendered and billed at cost.
4. All reimbursable expenses must be submitted with receipts documenting expenses.
5. Verify all expense calculations are correct.

Variance Approval

All variances or modifications to the provisions in this policy must be approved by the City Manager or authorized designee.