



**CONTRACT AMENDMENT**

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

<b>Contractor's Full Legal Name:</b>	NUE URBAN CONCEPTS, LLC
<b>Solicitation No./Event ID:</b>	20210120
<b>Solicitation Title/Event Name:</b>	Prepare Mobility Plan & Mobility Fee Study
<b>Contract Award Date:</b>	02/22/2021
<b>Initial Current Contract Term:</b>	02/23/2021 – 10/1/2021
<b>Current Contract Expiration Date:</b>	10/1/2021
<b>Requested Contract Expiration Date:</b>	10/1/2022
<b>Initial Contract Amount:</b>	\$227,500.00
<b>Current Contract Amended Amount:</b>	\$252,350.00
<b>Requested Financial Change Amount:</b>	\$395,500.00
<b>New Contract Amount:</b>	\$647,850.00
<b>Amendment No.:</b>	2
<b>Amendment Type:</b>	<b>Increase of Commodities</b>

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

## **I. PHASE TWO SCOPE OF SERVICE**

**TASK 1 – IDENTIFY MULTIMODAL IMPROVEMENTS:** NUE Urban Concepts will identify specific multimodal improvements along existing arterials and collectors for separated paths and trails for people walking, bicycling, and riding micromobility devices (e.g., electric bike {e-bike}, electric scooters {e-scooter}), buffered and protected lanes for bicycles and micromobility devices, and separated multimodal lanes and ways for micromobility devices and microtransit vehicles (e.g., golf-carts, neighborhood electric vehicle {NEW}, autonomous transit shuttles {ATS}).

The improvements will be either new facilities, replacements for proposed additional vehicle (cars, SUVs, etc) lanes, or repurposing existing vehicle lanes for multimodal devices. The improvements will also include recommendations for high visibility mid-block crossings, and separated paths and trails with high visibility and raised crossings of driveways and intersections.

**TASK 2 – UPDATE COMPLETE STREET DESIGNS FOR NEW ROADS:** NUE Urban Concepts will update complete street designs for new two and four lane roads to accommodate micromobility devices and microtransit vehicles. The updated design standards would replace proposals for standard sidewalks and bike lanes on new streets. The design standards would also develop alternative designs to convert proposed four lane roads with multimodal streets that feature two vehicle lanes, two multimodal lanes for micromobility devices and microtransit vehicles, raised medians, high visibility crossings, and separated paths and trails with high visibility and raised crossings of driveways and intersections.

**TASK 3 – EVALUATE EXISTING MULTIMODAL CONDITIONS:** NUE Urban Concepts will utilize the LOS and QOS standards established in phase one of the scope to evaluate existing conditions for people walking, bicycling, riding transit and driving vehicles. The baseline multimodal conditions evaluation will be utilized to periodically measure performance and to be able to quantify multimodal improvements in terms of miles of facilities and improvements in service standards.

**TASK 4 – DEVELOP CROSS-SECTIONS:** NUE Urban Concepts will develop cross-sections for proposed multimodal improvements on existing arterials and collectors, standard complete street cross-sections for new roads, and cross-sections for off-street multimodal improvements. The cross-sections will be for representative sections of roads and will serve as the standard for future engineering designs for the entire roadway section.

**TASK 5 – DEVELOP AERIALS, RENDERINGS AND CAPACITIES:** NUE Urban Concepts will develop before and after aerials and renderings for 15 representative road sections based on the cross-sections developed in Task 5. In addition, before and after multimodal capacities will also be developed for the 15 road sections. Additional aerials, renderings and capacities can be developed as an additional service.

**TASK 6 – DEVELOP A MOBILITY PLAN:** NUE Urban Concepts will develop a Phase Two Mobility

Plan for the identified multimodal improvements that will include maps of the proposed improvements, tables detailing the proposed improvements and descriptions of the cross-sections, aeriels, renderings and capacities. The Mobility Plan will also incorporate the existing conditions evaluation and summaries of feedback received through community outreach and workshops.

**TASK 7 – DEVELOP EXECUTIVE MOBILITY PLAN AND FEE SUMMARY:** NUE Urban Concepts will develop an executive summary of the mobility plan and mobility fee for public outreach and intergovernmental coordination. The executive summary also serves as a useful and concise tool for pursuing federal and state appropriations and grants and economic development activities including attracting businesses and matching state funds.

**TASK 8 – ADMINISTRATIVE PROCEDURES MANUAL:** NUE Urban Concepts will develop an administrative procedures manual to address day to day implementation. The Manual will address common administrative procedures, request for interpretations, credits, off-sets, and special studies. The procedures will also address initial assessments and request for reassessments. The Manual provides consistency in implementation to assist with turnover.

**TASK 9 – MOBILITY FEE IMPLEMENTATION:** NUE Urban Concepts will assist the City with implementation of the mobility fee to include integration of the new fee with the building department, assisting the City attorney with credit agreements, establishing updated procedures for assessing mobility fees, assist with updates of administrative procedures to implement the mobility fee, respond to request for interpretation, and coordination with City Departments to ensure the fee is implemented consistent with Florida Statute.

**TASK 10 – PUBLIC OUTREACH AND MEETINGS:** This Scope includes a total of twenty (20) meetings consisting of public workshops, community outreach, and hearings, with either in- person or virtual attendance, or in-person meetings with Staff. A maximum of thirty (30) conference calls/virtual meetings with Staff are also included.

**Phase Two Cost:** The hours are based on similar mobility plans and fees. The lump sum cost estimate is based on a rate of \$175 per hour. The total number of projected hours is 2,260 and the total cost is \$395,500, *of which a significant portion (500 hours and \$87,500) is for public outreach and meetings.* The following is a breakdown of hours and cost per task:

TASK #	TASK	HOURS	COST
1	IDENTIFY MULTIMODAL IMPROVEMENTS	325	\$56,875
2	UPDATE COMPETE STREET DESIGNS FOR NEW ROADS	100	\$17,500
3	EVALUATE EXISTING MULTIMODAL CONDITIONS	125	\$21,875
4	DEVELOP CROSS-SECTIONS	150	\$26,250
5	DEVELOP AERIALS, RENDERINGS AND CAPACITIES	135	\$23,625
6	DEVELOP A MOBILITY PLAN	125	\$21,875
7	DEVELOP EXECUTIVE SUMMARY	50	\$8,750
8	MOBILITY FEE ADMINISTRATION MANUAL	150	\$26,250

9	MOBILITY FEE IMPLEMENTATION	600	\$105,000
10	PUBLIC OUTREACH AND MEETINGS	500	\$87,500
<b>Total</b>		<b>2,260</b>	<b>395,500</b>

**Schedule:** Phase 2 of the scope of services is proposed to be completed by October 1<sup>st</sup>, 2022. The following are additional task that the City may wish to consider in the implementation of a mobility plan and mobility fee that are being undertaken by other local governments.

**II. ADDITIONAL CONSIDERATIONS NOT SPECIFICALLY COVERED IN SCOPE**

**COMPREHENSIVE PLAN UPDATE:** Adoption of a mobility plan and mobility fee may require amendments to the Comprehensive Plan. In addition, the mobility plan may include recommendations for service standards and other mobility related policies that would need to be included in the Comprehensive Plan. **The City would prepare Staff Reports and process the CPA. NUC will assist with these efforts.**

**PARKING MANAGEMENT STRATEGIES:** An evaluation of existing parking standards and design requirements will be undertaken. Parking Management Strategies to include shared parking, parking reductions for multimodal offsets, payment in lieu-of parking, and mobility hubs that create a park once environment will be evaluated. Recommendations for revisions to parking standards and design requirements, as well as parking management strategies will be prepared for inclusion in the Land Development Regulations.

**SITE / MOBILITY IMPACT ANALYSIS REQUIREMENTS:** While the City has already taken steps to eliminate transportation concurrency and does not require traffic impact analysis, except for Planned Developments, the City may wish to consider developing site / mobility impact analysis requirements. These requirements address site related turn lanes, traffic control devices, trip generation, driveway design, access management, on-site and off-site multimodal improvements, internal circulation and parking. While these requirements can be included in Land Development Regulations, they are also provided as separate stand- alone requirements.

**COMPLETE STREETS DESIGN:** The Mobility Plan and Fee Technical Report will not include complete streets design standards. There will be elements addressing Complete Streets, but specific recommendations for inclusion in the land development regulations are not included. The City may elect to establish Standards within its Land Development Regulations.

**ADMINISTRATIVE SERVICE CHARGE:** Florida Statute allows a local government to assess an administrative fee to address the cost of administering the mobility fee. The fee must be based on the cost to administer the fee and requires the establishment of a rate study.

**CURBSIDE MANAGEMENT PLAN:** Curbside control is becoming an element in transportation demand management. These efforts include separate Land Development Regulations and

sometimes implementing ordinances and programs. The Comprehensive Plan Recommendations will include establishing the Cities authority to develop plans and programs. However, those plans, and programs are not included in this scope.

**MICROMOBILITY PROGRAM:** New technology is resulting in a wave of new mobility solutions to address last mile connectivity and park once environments. Dockless bikes, e- bikes and e-scooters are the latest iteration of micromobility. There are others that will be developed. Many local governments are developing separate plans and programs for micromobility. These efforts include separate Land Development Regulations, implementing ordinances and programs.

**GRAPHICS:** Graphics, including aerials, rendering, and cross-sections are becoming an important part of public outreach and displaying information. The proposed Mobility Plan and Fee Technical Report includes some representative graphics. A scope addendum can be prepared for development of additional graphics.

Absent a fully executed form of contract, once signed, this form of Agreement for development of a mobility plan and fee (“the Agreement”) shall, for all purposes, constitute a binding contract upon the City of Port St. Lucie (CLIENT) and NUE Urban Concepts (NUC). In addition, once signed this Agreement shall serve as the Notice to Proceed with the work identified herein. NUE Urban Concepts has prepared the scope of service, CLIENT’s responsibilities, schedule, compensation, and contract conditions.

### **III. INVOICES**

NUC shall submit an invoice to the CLIENT upon completion of the policies and narrative. The invoice will include information on the task performed and the hours worked. Invoices shall be payable within 15 days of receipt of the invoice. NUC reserves the right to suspend all services on the CLIENT’S project if an invoice remains unpaid 15 days after the date of the invoice. If suspended, work will not resume until all outstanding invoices are paid in full. Accounts unpaid 30 days after the invoice date shall be subject to a monthly charge of 2% of the unpaid balance at the sole election of NUC. In the event, any portion of a CLIENT account balance remains unpaid 30 days after the date of invoice, the CLIENT shall pay collection costs, expert witness fees, and other associated fees, including reasonable attorney’s fees.

If services under this Agreement continue for a period of more than twelve (12) months from the date of this Agreement, the fees contained in the Fee Schedule shall be subject to re- negotiation at the sole discretion of NUC. In the event of unsuccessful negotiations following the said 12-month period of service, NUC shall have the sole and exclusive right of termination of the Agreement upon written notice to CLIENT. Any change in such fees shall apply to the unfinished services as of the effective date of such charge. In the event the referenced project or services of NUC called for under this Agreement is/are suspended, cancelled or abandoned by the CLIENT, NUC shall be given five (5) days prior written notice of such action and shall be compensated for the services provided up to the date of notice.

#### **IV. INDEMNIFICATION**

The CLIENT shall indemnify and hold harmless NUC and all its employees, officers, and directors and other personnel and NUC's sub-consultants from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs associated with such claims) resulting from the performance of services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (Except NUC), or anyone for whose acts any of them may be liable.

#### **V. RISK ALLOCATION**

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and NUC, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total liability for any claim of any nature whatsoever arising out or related to the performance of services under this Agreement, as to NUC and their employees, offices, and directors shall be limited, in the aggregate amount of any/all such claim(s) to the total fees for professional services paid by the CLIENT pursuant to the Agreement.

#### **VI. MEDIATION**

In the event of a dispute regarding any of the Parties' obligations hereunder, the Parties shall, no less than 90 days prior to the initiation of litigation relating to any such dispute, engage in pre-suit mediation. NUC may choose to file suit without pre-suit mediation in disputes pertaining to non-payment where there is no timely, written notice from the CLIENT as to a dispute relating to unpaid invoices.

Unless the parties mutually agree otherwise in writing, the said pre-suit mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### **VII. MISCELLANEOUS PROVISIONS**

The Parties expressly waive their rights to claim consequential damages of any kind, nature or species which relate to the performance of obligations by either Party to this Agreement, as well as their employees, officers, and directors.

## **VIII. REUSE OF DOCUMENTS**

All documents prepared or furnished by NUC (and NUC's independent professional sub-consultants) pursuant to this Agreement are instruments of service in respect of the project and NUC shall retain an ownership and property interest therein. The CLIENT may make and retain copies of information and reference of the documents prepared by NUC. Any adaptation or modification of documents prepared by NUC for the specific purpose outlined in this scope will be at the CLIENT'S sole risk and without any liability or legal exposure to NUC. The CLIENT shall indemnify and hold harmless NUC and NUC independent professional associates and sub-consultants from all claims, damages, losses, and expenses including attorney's fees arising out of, or resulting there from, adaptation or modification of documents prepared by NUC.

## **IX. INSURANCE**

NUC carries General Liability Insurance for Errors and Omissions at \$1,000,000 and Commercial Liability Insurance at \$1,000,000. Limits shall not exceed the lump sum contract amount. Additional insurance may require a scope addendum.

## **X. APPLICABLE LAWS**

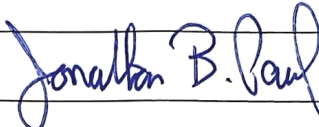
Unless otherwise specified, the laws of the State of Florida shall govern this agreement. In the unlikely event of litigation regarding the Parties' obligations hereunder, the Parties expressly agree venue for such litigation shall be conducted in Seminole County. This proposal represents the entire understanding between us with respect to the project and may only be modified in writing, signed by both parties.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

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**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	NUE Urban Concepts, LLC
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Jonathan B. Paul, Principal
<b>Date:</b>	09/14/2021
<b>Company Address:</b>	2579 SW 87 <sup>th</sup> Drive, Gainesville, FL 32608

**THE CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984