



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.

Contractor's Full Legal Name:	NUE URBAN CONCEPTS, LLC
Solicitation No./Event ID:	20210120
Solicitation Title / Event Name:	Prepare Mobility Plan & Mobility Fee Study
Contract Award Date:	02/22/2021
Initial Current Contract Term:	02/23/2021 to 10/1/2021
Current Contract Expiration Date:	10/1/2022
Requested Contract Expiration Date:	12/31/2023
Initial Contract Amount:	\$227,500.00
Current Contract Amended Amount:	\$881,475.00
Requested Financial Change Amount:	\$72,625.00
New Contract Amount:	\$954,100.00
Amendment No:	4
Amendment Type:	Increase of Commodities

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. SCOPE OF SERVICE

TASK 1 – REVIEW OF CREDIT & TRUE UP AGREEMENTS: NUE Urban Concepts will review road and impact fee credit agreements, revisions to existing developer agreements, new developer agreements, and true-up agreements. NUE Urban Concepts will assist Staff with establishing submittal requirements or methodology meetings for any type of analysis to be prepared by an Applicant. The City Attorney’s Office would draft agreements. NUC will assist with these efforts.

TASK 2 – ADMINISTRATION: NUE Urban Concepts will assist the City with administration of the mobility fee to include integration of the fee with the building department, assisting the with tracking of mobility fee collections, expenditure, and credits as required by Florida Statute. NUE Urban will assist with request for interpretation of land uses and request for off-sets for redevelopment of existing uses. NUE Urban will also assist Staff with the eligibility of multimodal improvements to be funded with mobility fees. NUE Urban will also assist with administrative procedures, interpretation, and coordination with City Departments to ensure the fee is implemented consistent with Florida Statute.

TASK 3 – PUBLIC OUTREACH AND MEETINGS: NUE Urban Concepts will attend public workshops, community outreach events, public hearings, and meetings with development entities, governmental partners, and City Council: either in-person or virtually. NUE Urban Concepts will also attend conference calls, virtual meetings, or in-person meetings with Staff.

Cost: The hours are based on similar administration and implementation efforts related to mobility plans and fees. The cost estimate is an as needed and a not to exceed budget, based on an hourly rate of \$175 per hour. The task and hour estimate maybe adjusted as needed, to meet the needs of the City and address unique assignments and task. The as needed and not to exceed projected hours are 415 and the total cost is \$72,625. The following is a breakdown of hours and cost per task:

TASK #	TASK	HOURS	COST
1	REVIEW OF CREDIT & TRUE UP AGREEMENTS	125	\$21,875
2	ADMINISTRATION & IMPLEMENTATION	215	\$37,625
3	PUBLIC OUTREACH AND MEETINGS	75	\$13,125
Total		415	\$72,625

Schedule: The scope of services is proposed to be run through December 31st, 2023.

The following are additional task that the City may wish to consider in the administration and implementation of a Mobility Plan and Mobility Fee that are being undertaken by other local governments.

II. ADDITIONAL CONSIDERATIONS NOT SPECIFICALLY COVERED IN SCOPE

ORIGIN, DESTINATION & TRIP GENERATION ANALYSIS: NUE Urban Concepts will evaluate present day origin and destination patterns for development within the City, as needed for review of developer agreements or request to transfer credits between developers. NUE Urban will also conduct analysis to further evaluate travel patterns in the western portions of the City as needed roadway improvements are further evaluated. NUE Urban will also be prepared to conduct trip generation analysis for existing types of development, such as active adult residential and multi-family developments. To conduct the analysis will require the purchase of Streetlight data at a cost of \$10,000.

COMPREHENSIVE PLAN UPDATE: NUE Urban Concepts will prepare an amendment to the Comprehensive Plan to implement and integrate the Mobility Plan. The amendment will also include updates to transportation concurrency and proportionate share to reflect adoption of the Mobility Fee. The amendment will also integrate areawide level of service (LOS) standards and multimodal quality of service standards (QOS) into the Comprehensive Plan. The City would prepare Staff Reports and process the CPA. NUC will assist with these efforts.

REVIEW OF PROPOSED AMENDMENTS TO FLORIDA STATUTE: NUE Urban Concepts will review proposed amendments to Florida Statute related to mobility fees and impact fees. NUE Urban Concepts will prepare a summary of the proposed amendments and any impact to the City's adopted Mobility Plan and Mobility Fee. The summary will include recommended responses that the City may wish to consider providing to its lobbyist.

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.

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.

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.

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.

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.

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, officers, 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. If you have any questions regarding our fee proposal, please do not hesitate to contact us so we can clarify or revise our understanding of the project scope. Thank you again for allowing NUC the opportunity to prepare this proposal for you. I look forward to working with City Staff. Please feel free to contact me with any questions or comments that you may have. I look forward to working with you and your team.

XI. SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

XII. 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.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	NUE Urban Concepts, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Jonathan B. Paul, AICP Principal
Date:	02/14/2023
Company Address:	2000 PGA Blvd, Suite 4440 Palm Beach Gardens, FL 33408

THE CITY OF PORT ST. LUCIE

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