

**SAMPLE CONTRACT
CITY OF PORT ST. LUCIE
CONTRACT #20240146**

This Contract executed this _____ day of _____, 2024, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and NUE Urban Concepts, LLC, a Florida Limited Liability Company, whose mailing address is 2000 PGA Blvd, Suite 4440, Palm Beach Gardens, FL 33408, hereinafter called "Contractor" City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide Mobility Impact and Mobility Fee Updates based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

- I. The same day, if sent via email.
- II. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contractor: NUE Urban Concepts, LLC.
2000 PGA Blvd, Suite 4440
Palm Beach Gardens, FL 33408
Title: Jonathan B. Paul
Telephone: 352-363-0614 c or 833-682-8484 o
Email: nueurbanconcepts@gmail.com

City Contract Administrator: Renee Hayes
Procurement Manager
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772- 344-4293
E-mail: rhayes@cityofpsl.com

City Project Manager: Mary Savage-Dunham
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-873-6350
Email: mdunham@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The terms and conditions of Contract# 20240146 for the Mobility Plan and Mobility Fee Update shall apply for the Contractor to update the City's Mobility Plan and Mobility Fee for the City of Port St. Lucie. The update will specifically address HB 479 related to mobility fees and the collecting of one transportation mitigation fee for local governments that issue building permits. HB 479 has been adopted by the legislature and is awaiting the signature of Governor DeSantis.

The update will also update the future roadway network west of Interstate 95 and extend that network into the western portions of unincorporated St. Lucie County from Range Line Road to Okeechobee Blvd (SR 70). The update will also evaluate the need for the Marshall Parkway interchange, and the need for a new I-95 overpass between Midway Road and St. Lucie West Blvd and a new I-95 overpass between Tradition Parkway and Becker Road. Finally, this update will include plans for creating park once mobility hubs in the City with transit and water taxi service to connect the mobility hubs with the proposed Brightline Station in the City of Stuart.

The current mobility plan relied on the model data and future roadway network west of I-95 from the 2045 Long Range Transportation Plan. The mobility plan and mobility fee also relied on traffic counts from the County and FDOT and trip generation data from the ITE Trip Generation Manual. This scope will recommend an update of the Traffic Analysis Zones and model network specifically to address the City's needs and future road network. The update will include collection and development of Port St. Lucie

specific trip generation rates, and the collection of updated traffic counts west of I-95 and along roads at the perimeter of the City. This scope will also recommend evaluating the existing and future origin and destination of trips between the City, the County, Ft. Pierce, and external counties.

An optional scope item will include the use of Big Data to evaluate origin and destination trips. This would be done to evaluate existing travel to and from the City to surrounding local governments. Street Light and the University of Florida Transportation Institute, in partnership with Urban SDK, are two options to obtain real time Big Data to address existing travel patterns between the City and the County.

The mobility fee update will be based on the updated mobility plan, updated trip generation rates, and would replace the County's road impact fee with an updated City mobility fee for the majority of new development without existing road impact fee or mobility fee credits. The detailed modeling analysis and the mobility plan will be used to determine what share of mobility fees would be allocated to fund improvements to County Roads.

An additional service consistent with Chapter 170 of Florida Statutes would be the establishment of a special assessment district for areas west of I-95 to fund mobility plan improvements to address widening existing roads and constructing new roads and multimodal improvements. Given the number of developments with legacy road impact fee credits, future mobility fee credits, and the limitations enacted by the Legislature, the City may need to explore multiple funding options to construct the necessary road and multimodal improvements to serve new development west of I-95.

The scope of service identifies primary task and subtask. The scope of service will include a cost, and hours estimate for the overall primary task. The scope of service is as follows:

MOBILITY PLAN AND MOBILITY FEE SCOPE OF SERVICE:

TASK 1: DATA COLLECTION

TASK 1.1 – ROADWAY TRAFFIC COUNTS: The Contractor will identify the roadway locations for the collection of traffic counts. *The additional services provide a cost for traffic counts if collected by NUE Urban Concepts. The City can also elect to collect the counts itself or contract with a firm whose services it has retained for the collection of traffic counts.* The Contractor will compile counts from the City, County, and FDOT for roadways where traffic counts are not proposed.

TASK 1.2 – MULTIMODAL SYSTEM CHARACTERISTICS: The Contractor will update the existing multimodal system characteristics including number of lanes, posted speed limit, median type, signals, roundabouts, level of service standards, sidewalks, bike lanes, paths, and trails. The Contractor will collect similar data for County and State roads within the mobility study area to be used to evaluate future mobility plan improvements.

TASK 1.3 – DEMOGRAPHIC DATA: The Contractor will collect population and employment data to use in update of the traffic analysis zone data and to determine applicable household sizes and employment by land use to update traffic analysis zones. Data would be collected for the existing City and the mobility study area. The Contractor would utilize data that has been prepared for the City to the maximum extent feasible.

TASK 1.4 – HOUSEHOLD TRAVEL DATA: The Contractor will develop updated travel lengths, person trip and person miles of travel factors based on the **recently updated 2022 National Household Travel Survey (NHTS)**. The current mobility plan and fee utilized data from the 2017 NHTS. The Contractor will also utilize the recently released Annual Trip Length data and the Local Area Transportation Characteristics for Households (LATCH) survey data from the U.S. DOT Bureau of Transportation Statistics (BTS), along with other locally available data, if available, to complement the NHTS data.

TASK 1.5 – CONSTRUCTION COST DATA: The Contractor will compile construction cost data from the City, County, and FDOT for the Treasure Cost Region. The cost will include roads, sidewalks, paths, transit facilities, signals, roundabouts, and intersection improvements. The data will be used to develop up to date cost estimates for the multimodal projects identified in the mobility plan.

TASK 2: TRIP GENERATION

TASK 2.1 – DEVELOPMENT TRAFFIC COUNTS: The Contractor will coordinate with the City to select a broad and representative mixture of residential and non-residential developments with controlled or limited access connections for the collection of development specific traffic counts. ***The additional services provide a cost for development traffic counts if collected by NUE Urban Concepts. The City can also elect to collect the counts itself or contract with a firm whose services it has retained for the collection of traffic counts.***

TASK 2.2 – PARCEL LEVEL DATA: The Contractor will collect and analyze parcel level data from the St. Lucie County Property Appraiser and data from the City's building permit department. The data will be used to update the trip generation rates and maximum thresholds for residential and non-residential land uses. The data will collect livable square footage, total square footage, the number of units, bedrooms, and bathrooms for residential uses and total square footage for non-residential developments. ***Note: The Contractor has used this level of data in update of other municipally collected impact fees to develop a strong rational nexus between fees and development, as well as extraordinary circumstances.***

TASK 2.3 – TRIP GENERATION: The Contractor will develop City specific trip generation rates based on collected development traffic counts and property appraiser or building permit data. The traffic counts will be converted into trip generation rates per the process and procedures outlined in the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Handbook. ***ITE is in the process of updating the Trip Generation Manual with an expected time frame of Summer or Fall 2025. This time frame could conflict with the update of the plan and fee. The trip generation data will be used to evaluate future transportation needs and in the mobility fee calculation.***

TASK 2.4 – COMMUNITY CAPTURE: The Contractor will prepare a community capture analysis for Tradition to be utilized in determining impact to future roadways, impact outside of Tradition, and the potential for future annexations to be accommodated from the retail, office, industrial, and community support services. The Contractor has performed similar analysis for the Lakewood Ranch DRI in Sarasota County and the Viera DRI in Brevard County. The data will also be useful in evaluating the need for either the Marshall Parkway Interchange or a new overpass between Tradition Parkway and Becker Road.

TASK 3: SCHOOL IMPACT

TASK 3.1 – SCHOOL TRAFFIC COUNTS: The Contractor will coordinate with the City to identify existing schools with traffic circulation issues and backup to collect school specific traffic counts. *The additional services provide a cost for traffic counts if collected by NUE Urban Concepts. The City can also elect to collect the counts itself or contract with a firm whose services it has retained for the collection of traffic counts.*

TASK 3.2 – ENROLLMENT & SCHOOL ZONES: The Contractor will collect and analyze enrollment data and the school zones to evaluate the extent of impacts and interactions between the schools and residential development within the school zones. The data will be used to update the traffic analysis zones with student enrollment data and school specific trip generation rates. The data can also be used for determining future school impacts.

TASK 3.3 – TRIP GENERATION: The Contractor will develop City specific trip generation rates based on collected school traffic counts and enrollment. The traffic counts will be converted into trip generation rates per the process and procedures outlined in the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Handbook. ITE is in the process of updating the Trip Generation Manual with an expected time frame of Summer or Fall 2025. This time frame could conflict with the update of the plan and fee. **The trip generation data will be used to evaluate future transportation needs for the identified schools for funding from lawfully available sources.**

TASK 4: TRAVEL DEMAND MODELING

TASK 4.1 – UPDATE MODEL NETWORK: The Contractor will coordinate with the City to identify existing and future roads that are not included in the existing regional travel demand model. The Contractor will recommend new roads to be included in the model network for the area south of Midway Road, west of Range Line Road, north of Martin County, and east of Okeechobee Road.

The model network will also be updated to reflect current developer commitments and update roads identified in the current model as four lane developer roads to two lane roads where there is not an obligation to provide a four-lane road. The updated model network will also include funded commitments from the City, County, and State over the next three years, or longer if funded is committed, for new roads or the widening of existing roadways.

The model will also ensure that roads such as Becker, Crosstown Parkway, and Tradition Parkway extend to Glades Cut-Off and Range Line Road to ensure that the future model network is appropriately distributing trips to existing and future roads. The Contractor will also validate that the model is appropriately distributing trips based on the projected model network within Martin County. The update will include proposed County Roads north of Midway Road to ensure connectivity and distribution. Centroid connectors will also be updated to ensure appropriate trip distribution.

TASK 4.2 – UPDATE TRAFFIC ANALYSIS ZONES: The Contractor will update existing traffic analysis zones (TAZ) to reflect the updated model network to ensure that future trips are appropriately distributed in the model. The TAZs will also be evaluated to ensure they reflect current development and approved development. The demographic data collected from the recent infrastructure study for proposed developments in the western portion of the City and County are appropriately reflected in the TAZs. The traffic counts, parcel data, and school enrollment data will be utilized to update the traffic analysis zones.

TASK 4.3 – VALIDATE MODEL NETWORK: The Contractor will validate the updated model network and traffic analysis zones utilizing collected traffic counts and Port St Lucie specific trip generation. The validation will be undertaken to ensure that the model network accurately reflects existing conditions. The validation will be undertaken to ensure that model volumes are being appropriately distributed across the updated model network.

TASK 4.4 – PROJECT FUTURE MODEL VOLUMES: The Contractor will project future model volumes across the updated model network to determine future road capacity needs. The model will be run based on the projected number of lanes that developers and the City, County, and State have committed to construct. The projection of volumes will be used to evaluate the level of service on existing and future roads. The data will also be used to evaluate the need for a new I-95 overpass between Midway Road and St. Lucie West Blvd and either an Interchange at Marshall Parkway or an additional overpass between Tradition Parkway and Becker Rd. **The Contractor successfully identified, planned, and coordinated the construction of a four lane I-75 overpass (Celebration Pointe Blvd) with a trail and dedicated transit lane in Gainesville where no readily viable connections existed east of I-75, where landings were restricted, and the overpass needed to connect to five different roads east of I-75. The Contractor also successfully identified the location for new I-75 overpasses for the Lakewood Ranch DRI and a new I-95 overpass for the Viera DRI.**

TASK 4.5 – EVALUATE MOBILITY PLAN: The Contractor will conduct a model analysis based on the updated mobility plan projects. The model analysis will be used to project future levels of service for the mobility plan projects and to identify potential corridors that will remain over capacity to determine the need for additional corridor studies.

TASK 4.6 – SELECT DISTRICT ANALYSIS: The Contractor will conduct two analyses to evaluate trip interactions between districts within the City, between the City and unincorporated County, Ft. Pierce, and external counties. The first analyses will be based on existing conditions using the updated traffic analysis zones (TAZs) and model network. The second analyses will be based on the mobility plan network and the future year TAZs. The analyses will be used to determine the mobility fees to be set aside for County projects.

TASK 5: MOBILITY PLAN UPDATE

TASK 5.1 – PROJECT FUTURE GROWTH: The Contractor will utilize the updated travel demand model to obtain 2025 base year and 2050 future year vehicle miles of travel (VMT). The TAZ data from the model will be used to obtain population and employment projections to demonstrate future growth and need as required to meet the first part of the dual rational nexus test. The VMT data will be used for planning and to calculate a mobility fee.

TASK 5.2 – EVALUATE LEVEL OF SERVICE: The Contractor, in conjunction with the City will evaluate the need to update road Level of Service (LOS) standards and to assign new LOS standards to future road. An existing and future conditions analysis will be conducted to identify roads that are projected to exceed 75% of the available capacity.

TASK 5.3 – IDENTIFY ROADWAY PROJECTS: The Contractor will utilize the LOS analysis results to identify the need for roadway improvements to existing roads and the number of additional lanes needed for future roadways. Where is it infeasible to widen existing roads that are projected to be over capacity,

parallel roadway projects will be identified. Where adequate roadway capacity cannot be provided, alternative multimodal projects will be developed and identified to address future travel demand. The identification of road projects will also include the need for additional interchanges with I-95 or the Florida Turnpike. Roadway projects may also include new roads proposed to cross I-95 or the Florida Turnpike to enhance connectivity.

TASK 5.4 – IDENTIFY TRANSIT PROJECTS: The Contractor will coordinate with Staff to evaluate transit options to connect mobility hubs within the City to the future Brightline Station in Stuart. Transit options to be evaluated include water taxi service, circulators, and on demand shuttles. The Contractor will coordinate with Staff to evaluate updates of the other transit services identified in the current mobility plan and the potential to locate mobility hubs that serve multiple modes of travel at strategic locations within the City.

TASK 5.5 – IDENTIFY MULTIMODAL PROJECTS: The Contractor will coordinate with Staff to update the existing mobility plan projects for sidewalks, bike lanes, paths, trails, boardwalks, multimodal lanes, and greenways. The update will reflect any changes related to adoption of ordinances allowing or prohibiting use of golf carts or micromobility devices. The potential location of mobility hubs will be evaluated as part of transit projects.

TASK 5.6 – IDENTIFY INTERSECTION PROJECTS: The Contractor will coordinate with Staff to update the existing mobility plan projects for intersection improvements, traffic signals, and roundabouts. The Contractor will also coordinate with Staff to update the existing mobility plan projects for multimodal crossings at intersections, mid-block locations, and across I-95 and the Florida Turnpike.

TASK 5.7 – MULTIMODAL CROSS-SECTIONS: The Contractor will coordinate with Staff to develop or update current cross-section designs and standards for new complete streets. The Contractor will develop designs and standards for any unique ROW improvements.

TASK 5.8 – MOBILITY PLAN UPDATE: The Contractor will update the existing mobility plan document to reflect the updated projects. The mobility plan update will include tables, maps, and graphics as necessary, reflective of the data and analysis identified in this Scope. ***The Contractor developed the City's existing mobility plans and has developed mobility plans through-out the State of Florida for municipalities and counties.***

TASK 6: MOBILITY FEE UPDATE

TASK 6.1 – MOBILITY FEE SCHEDULE UPDATE: The Contractor will coordinate with Staff to review the current Mobility Fee schedule of land uses. The mobility fee schedule will be updated to address any concerns or needs identified by the City. Utilizing property appraiser data, the current residential thresholds will be evaluated to determine if recommendation to amend the thresholds based on the size of residential dwellings being constructed. The residential land uses will also be evaluated to develop a single residential mobility fee rate per square foot. The non-residential land uses will also be evaluated for further refinement.

TASK 6.2 – ASSESSMENT AREA UPDATE: The Contractor will coordinate with the City to determine modifications to existing assessment areas. Updates may include the addition or deletion of one or more assessment areas and the establishment of new assessment areas west of current City limits for annexations into the City.

TASK 6.3 – MOBILITY PLAN PROJECT COST: The Contractor will prepare planning level cost estimates for each mobility plan projects. The planning level cost for the proposed mobility plan projects will be based on the most recent and localized data as required by Florida Statute. The planning level cost will include planning level factors such as planning, design, right-of-way acquisition, utility relocation, streetscape and landscape, stormwater, construction, and inspection.

TASK 6.4 – ESTABLISH MULTIMODAL CAPACITIES: The Contractor will calculate multimodal capacities for projects included in the mobility plan based on established quality of service standards. Multimodal capacities will be utilized to ensure mobility projects are adequate to accommodate future travel demand and new development is not charged more than its fair share of the cost of mobility plan projects.

TASK 6.5 – PERSON MILES OF TRAVEL (PMT) Factor: The Contractor will develop a person miles of travel (PMT) factor to convert vehicle miles of travel to person miles of travel to account for multiple modes of travel within the City. The PMT factor will be based upon the latest National Household Travel Survey and Characteristics for Households (LATCH) survey. The PMT factor will be used to convert vehicle travel to person travel.

TASK 6.6 – BACKLOG EVALUATION: The Contractor will conduct an existing areawide level of service analysis for the study area network. The evaluation will be conducted to make necessary adjustments to ensure new growth is not paying for existing deficiencies.

TASK 6.7 – NEW GROWTH EVALUATION: The Contractor will conduct a new growth evaluation based on the projected increase in person miles of travel using the VMT data, the PMT factor and the increase in multimodal capacity. The analysis will be utilized to develop a new growth evaluation factor to make necessary adjustments to ensure that new growth is not being charged for more than its fair share of projects.

TASK 6.8 – REVENUE ADJUSTMENTS: The Contractor will evaluate existing funding sources for multimodal projects. Case law requires that existing funding for multimodal projects is factored into the mobility fee. Funding may include sales tax, gas tax, special assessments and grants that are reasonably available to fund the multimodal improvements. Revenue funding adjustments will be developed based on whole dollar funding availability.

TASK 6.9 – PERSON MILES OF CAPACITY (PMC) RATE: The Contractor will develop a person mile of capacity rate based upon the cost of mobility plan projects, with adjustments for deficiencies, new growth, and available revenues. The rate will be divided by the increase in PMT based on the regional travel demand model.

TASK 6.10 – TRIP GENERATION RATE: The Contractor will utilize data collected from traffic counts and parcel level data to develop City specific trip generation rates. Where the City elects to use national data from ITE, the Contractor will utilize the most recent trip generation data to calculate rates per land use.

Please note: ITE is preparing to update the trip generation manual in summer or fall 2025. If City specific trip generation rates are not collected and the mobility fee analysis is calculated, there may need to be a scope addendum to utilize the updated trip generation rates.

TASK 6.11 – PERSON TRAVEL DEMAND (PTD) FOR LAND USES: The Contractor will calculate a person travel demand (PTD) for each land use and assessment area identified in the mobility fee for travel

within the City. The PTD will be based on trip generation rates, adjusted for pass-by, adjustments for limited access facilities, adjustment for travel on state roads, and adjustments for either origin and destination or trip purposes.

TASK 6.12 – CALCULATE THE MOBILITY FEE UPDATE: The Contractor will update the mobility fee schedule based on the data and analysis from prior task. The mobility fee schedule will include the applicable units of measure and the mobility fee rates to be assessed per land use and per assessment area. ***The mobility fee will address all requirements of HB 479.***

TASK 6.13 – BENEFIT DISTRICT UPDATE: The Contractor will coordinate with the City to determine modifications to existing benefit districts. Updates may include the addition or deletion of one or more assessment areas and the establishment of new districts for areas west of the City and for developments with existing road impact fee or mobility fee credits.

TASK 6.14 – MOBILITY FEE TECHNICAL REPORT UPDATE: A technical report will document the methodology and data used to develop the mobility plan and the mobility fee. The technical report will provide the factual basis to demonstrate the mobility plan and mobility fee meets legal and statutory requirements. The report will include an in-depth legal review and include definitions and future recommendations. ***The report will address all requirements of HB 479.***

TASK 7: INTERLOCAL AGREEMENT

TASK 7.1 – COUNTY SHARE: The Contractor will prepare a calculation for the share of mobility fees that should be set aside to address impact to County owned roads. The County share will be based on the share of travel occurring on County Roads compared to City, Private, and State Roads and the cost of improvements to County Roads in relationship to the overall cost of the mobility plan projects. The Contractor will utilize the select district analysis to evaluate the share of travel coming from unincorporated County and Ft. Pierce into the City and the share of travel coming from the City into the County and Ft. Pierce. This data will also be one of the factors used to determine the share of mobility fee set aside to address impact to County owned roads. ***The County Share will address all requirements of HB 479.***

TASK 7.2 - MOBILITY FEE COMPARISON: The Contractor will prepare a comparison between the calculated mobility fee rate and the existing County road impact fee and City mobility fee. The comparison will include the calculation for the percentage increase or decrease in the mobility fee compared to the existing fees.

TASK 7.3 – INTERLOCAL UPDATE: The Contractor will assist the City with update of the existing interlocal agreement between the City and the County. The interlocal update would include any mobility fees to be set aside for County Roads. The update would also identify the County Road projects for which the mobility fees would be expended and a time frame for expenditure of the fees. ***The County Share will address all requirements of HB 479.***

TASK 8: MOBILITY FEE ORDINANCE UPDATE

TASK 8.1 – EXTRAORDINARY CIRCUMSTANCES: The Contractor will assist the City with preparation of a finding of extraordinary circumstances. A separate study will be prepared that addresses the basis for the finding of extraordinary circumstances. The study will address population growth and growth in future

travel demand in relation to the State. The study will also address inflation and increase in construction cost since the last update. The Contractor will also address additional factors as necessary to support a finding of extraordinary circumstances consistent with Florida Statutes.

TASK 8.2 – ORDINANCE UPDATE: The Contractor will assist the City with update of the mobility fee implementing ordinance. The update will include amendments to address Florida Statutes and Case Law requirements. The update will also address credits and any set aside of mobility fees for County Roads. Should the City Council not elect to pursue a finding of extraordinary circumstances, then the mobility fee shall be phased in accordance with the requirements of Florida Statutes.

TASK 9: MEETINGS, PUBLIC HEARINGS, & WORKSHOPS:

TASK 9.1 - PRESENTATIONS: The Contractor shall prepare presentations as required for meetings, hearings, and workshops.

TASK 9.2 - CONFERENCE CALLS: The Contractor shall participate in conference calls scheduled by the City or as requested by the City.

TASK 9.3 - IN PERSON ATTENDANCE: The Contractor shall participate in meetings, hearings, and workshops scheduled by the City or as requested by the City.

All outreach material, advertisement, social media engagement, meeting locations, food and beverage, meeting set-ups, and meeting logistics is the responsibility of the City. For public hearings, it is understood that some hearings have multiple items, however, this is time being taken away from the Contractor's performance of duties.

Hours for meetings, hearings, and workshops shall be based on the time, included travel, allocated for preparation and participation in meetings. There shall not be a maximum number of meetings or calls. There will be a maximum number of hours allocated. If the City utilizes the allotment of hours, then the scope will require an amendment to address the need for additional hours.

CALENDAR:

The projected time frame to complete the update the mobility plan and mobility fee update would be October 1st, 2025.

I. SCHEDULE

The anticipated project schedule for the Scope of Services described in Section II is summarized below:

Deliverables:

- (1) Mobility Plan
- (2) Mobility Fee Technical Report
- (3) Extraordinary Circumstances Study
- (4) Mobility Fee Ordinance

All deliverables are in an electronic format only. No hardcopies are included

SECTION IV **TIME OF PERFORMANCE**

The Contract Period start date will be _____ and will terminate four hundred and fifty-six (456) calendar days thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels it has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V **RENEWAL OPTION**

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical materials required in this Contract for three (3) additional twelve (12) month terms for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for three (3) additional twelve (12) month terms.

Economic price adjustments upward or downward may be considered at the time of renewal; adjustments must be agreed upon in writing by both parties.

**SECTION VI
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis listed below on Schedule "A" for a total amount of \$560,000.00.

TASK #	TASK	HOURS	COST
1	DATA COLLECTION	200	\$40,000
2	TRIP GENERATION	175	\$35,000
3	SCHOOL IMPACT	100	\$20,000
4	TRAVEL DEMAND MODELING	375	\$75,000
5	MOBILITY PLAN UPDATE	600	\$120,000
6	MOBILITY FEE UPDATE	500	\$100,000
7	INTERLOCAL AGREEMENT	250	\$50,000
8	MOBILITY FEE ORDINANCE UPDATE	200	\$40,000
9	MEETINGS	400	\$80,000
Total		2,880	\$560,000
Cost	Traffic Counts (Roads)	TBD	TBD
Cost	Traffic Counts (Development Access)	TBD	TBD

TRAFFIC COUNT COST

All traffic counts would be collected over a two-day period for a total of forty-eight (48) hours. The counts would be collected on a Tuesday, Wednesday, or Thursday. The counts would only be collected on days when public schools are in session and there are no federal holidays.

Driveways include the total number of lanes (thru lanes and turn lanes).

- Traffic Counts - 2 Lane Driveway \$500 per count
- Traffic Counts - 3 Lane Driveway \$650 per count
- Traffic Counts - 4 Lane Driveway \$800 per count
- Traffic Counts - 5 Lane Driveway \$950 per count
- Traffic Counts - 6 Lane Driveway \$1,100 per count
- Traffic Counts - 7 Lane Driveway \$1,250 per count
- Traffic Counts - 8 Lane Driveway \$1,400 per count
- Traffic Counts - 9 Lane Driveway \$1,550 per count
- Traffic Counts - 10 Lane Driveway \$1,700 per count
- Traffic Counts - 2 Lane Road \$500 per count
- Traffic Counts - 4 Lane Undivided Road \$750 per count
- Traffic Counts - 4 Lane Divided Road \$1,000 per count
- Traffic Counts - 6 Lane Road \$1,250 per count
- Traffic Counts - 8 Lane Road \$1,500 per count
- Traffic Counts - 10 Lane Road \$1,750 per count

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. However, payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice if and only if the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XV of the Contract.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number, and partial and final release of liens.

All invoices are to be sent to the assigned Project Manager for this Contract.

The Contractor shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes - Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, or his or her designee, as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties, memorialized in a signed writing, before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions, or other wrongful conduct of Contractor, agents, laborers, subcontractors, or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION XI
INSURANCE

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000	
Personal/advertising injury	\$1,000,000	
Products/completed operations aggregate	\$2,000,000	
General aggregate	\$2,000,000	
Fire damage	\$100,000	any 1 person
Medical expense	\$10,000	any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent Contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Professional Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20240146 – Mobility Impact and Mobility Fee Update.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically

endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended, allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: By entering into this Contract, Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract." If Contractor, independent contractor, or subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION XII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or their designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer, or other person/entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV **COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes,

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the contractor does not transfer the records to the City.

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XV
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve Contractor's invoice in accordance with Section VI. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection the Project Manager is not satisfied, he or she shall as promptly as practicable inform the parties hereto of the specific respects in which their findings are not favorable. Contractor shall then be afforded an opportunity if desired by it, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy they may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of their responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification – The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work – All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or their Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XVI **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVII **CONTRACT ADMINISTRATION**

Amendments - The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and

acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards - The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

Permits, Licenses, and Certifications - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's Contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property - Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/herself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Contractual Relations - The Contractor is advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and any subcontractors of the Contractor.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts, and sandals are also prohibited. Safety-toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright, the Contractor and their surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty, or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cleaning Up – The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Contractor shall remove equipment, materials, excess debris, and put the work area in a neat, clean, sanitary, and safe condition by the end of each shift. All disturbed areas shall be restored to existing or better conditions. The Contractor shall only be entitled for payment of authorized areas within the project work limits. Contractor shall make every effort to minimize unnecessary damage. All damaged areas outside the project work limits must be repaired to existing conditions or better, at the cost of the Contractor, prior to payment of invoices. Contractor shall also take care to avoid sprinkler heads and irrigation lines, unless the aforementioned cannot be avoided, in which case irrigation lines will be relocated to cover all grassed areas. This cost is incidental to the clearing and grubbing cost.

SECTION XIX **ASSIGNMENT**

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

SECTION XX **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

Termination for Cause - The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
- VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;
- VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VIII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default - If there is a Default Event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the Contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

Termination for Convenience - The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Contract upon thirty (30) days written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof

of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

Liquidated Damages for Delays - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred (\$100.00) dollars as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The Contractor and their sureties shall be jointly and severally liable to the City for the total amount thereof.

SECTION XXI **LAW, VENUE, AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising from this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXII **APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXIII **CONFLICT OF INTEREST**

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXV
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXVI
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and as may be amended from time to time, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XXVII
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXIX
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful contractors, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement

supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXX **ORDER OF PREFERENCE**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor, attached hereto), and the Contractor's proposal, this Contract shall take precedence.

SECTION XXXI **FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXII
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXIII
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall

be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXIV
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXV
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVI
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVII
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of section 287.055, Florida Statutes, the Contractor agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

**SECTION XXXVIII
ENTIRE AGREEMENT**

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in this Contract. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

CONTRACTOR

By: _____
Purchasing Agent

By: Jonathan B. Paul
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by physical presence or online notarization, this 20th day of August, 2024, by Jonathan B. Paul who is the Principal of NUE Urban Concepts, LLC and who is personally known to me, or who has produced the following identification:

Drivers License PH00-422-74-175-9

Marissa Offerding
Signature of Notary Public

Marissa Offerding

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

NOTARY SEAL/STAMP

