

**CITY OF PORT ST. LUCIE  
CONTRACT**

This Contract for Consulting Services for the development of Phase 1 Mobility Fee Services, executed this 12<sup>th</sup> day of March, 2021, 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, hereinafter called "Contractor" or "Proposer".

**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 the Scope of Services and products / services 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 products / 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 product / 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 name, 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 fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor:                         NUE Urban Concepts  
  Jonathan Paul  
  Principal  
  2579 SW 87<sup>th</sup> Drive, Suite 101  
  Gainesville, FL 33608  
  Phone: 352-363-0614  
  Email: nueurbanconcepts@gmail.com

City Contract Administrator:     Matthew Shiver  
  Procurement Director - Procurement Management Department

121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-871-7390 / FAX 772-871-7337  
E-mail: mshiver@cityofpsl.com

City Project Manager: Teresa Lamar-Sarno, AICP  
Deputy City Manager  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
Phone: 772-873-6379  
Email: tsarno@cityofpsl.com

### **SECTION III**

#### **DESCRIPTION OF SERVICES TO BE PROVIDED**

Description of services as referenced in "Appendix A" must be provided to the City before the required date of completion.

### **SECTION IV**

#### **TIME OF PERFORMANCE**

Contractor must deliver a mobility fee on or before October 01, 2021.

Unless indicated otherwise, the Contractor shall commence work within ten (10) days after receiving the fully executed contract.

### **SECTION V**

#### **RENEWAL OPTION**

There shall be no contract renewals; however, PSL may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit PSL's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this contract states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

**NOTE: Contractor may exercise the option to renew by submitting a written submission one hundred eighty (180) days prior to the termination of the initial contract period.**

### **SECTION VI**

#### **Financial Arrangements**

Upon completion of Phase 1, the City agrees to pay the Contractor a sum of \$227,500.00. Any modifications to this payment schedule shall be performed by a City issued amendment.

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

### **SECTION VII**

#### **AUDITS**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the City 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 to be maintained include both financial records and service records. 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 transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. 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. Evidence of criminal conduct will be turned over to the proper authorities.

#### **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 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 before starting the work involved in the change.

#### **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 pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. 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 and 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 Contract 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 agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized, including any independent contractors or subcontractors by the Contractor in the performance of this contract.

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, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by 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, 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, 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.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example,

U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. **Commercial General Liability Insurance:** The Contractor shall maintain Commercial General Liability insurance, inclusive of coverage for food contamination and food-borne illnesses, for the scope of the services provided 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 fire
Medical expense	\$10,000 any 1 person

3. **Additional Insured:** An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage shall apply as primary and non-contributory. A waiver of subrogation shall 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, Employers' Liability, and Professional Liability, said Certificate(s) 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 added to its Commercial General Liability policy and Business Auto policy. 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 and shall include Contract "Phase 1 Mobility Fee Services Project" shall be listed as additionally insured.**". The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. 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 endorsements shall be attached to the Certificate of Insurance.

4. **Automobile Liability Insurance:** The Contractor shall 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 shall be provided. Coverage shall apply on a primary and non-contributory basis.

5. Cyber Liability Insurance: Contractor shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.
6. Professional Liability Insurance: Contractor shall 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 not the obligation, 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, the Contractor warrants 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, Consultant 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.
7. Waiver of Subrogation: The Contractor shall agree by entering into this Contract 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. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
8. 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 not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor to obtain Certificates of Insurance from all contractors, independent contractors, and subcontractors, listing the City as an Additional Insured without the language when required by written contract.

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 not obligation, 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.

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

## **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 his 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 Sub-Contractor supplier of materials, laborer or other person 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. Contractors and Sub-Contractor, shall comply with § 119.0701, Fla. Stat. The Contractor and Sub-Contractor, 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 Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

## **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, F.S.

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 Agreement.
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](mailto:pr@cityofpsl.com)**

**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 the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, 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 he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his 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.

**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 XV** **SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes <https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernanceMandatesandFlorida%20Statutes20190129.pdf?ver=2019-01-29-130006-790>.

#### **SECTION XXIV** **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 1<sup>st</sup> through September 30<sup>th</sup>.

**Integration of Terms.** This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

**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.

**Notice(s).** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. 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,
- II. 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.

**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.

**Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Contractor for the Services provided in connection with the Contract.

**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 expressed 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 XVI** **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(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Contractor of the Contractor(s).

**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(s) 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 his 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.

**Permits.** - 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

**Standard Production Items.** - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

## **SECTION XVII** **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.

## **SECTION XVIII** **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

**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 twenty (20) days written notice to successful 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.

**SECTION XIX**  
**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 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 XX**  
**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 XXI**  
**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 XXII**  
**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 of its Treasure Coast clients and related Scope of Work.

**SECTION XXIII**  
**PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT**

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents

or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

#### **SECTION XXIV** **PROHIBITION AGAINST CONTINGENT FEES**

The Contractor warrants that he or she 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**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

#### **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 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 Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**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 Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this Contract.
- (ii) Second, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

**SECTION XXIX**  
**ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

*(Balance of page left intentionally blank)*





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

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: [Signature]  
Purchasing Agent

By: [Signature]  
Authorized Representative

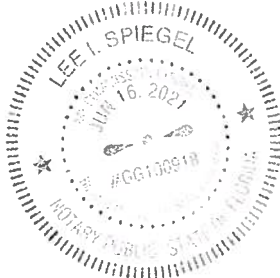
NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA

COUNTY OF Hillsborough <sup>SS</sup>

The foregoing instrument was acknowledged before me by  physical presence or  online notarization, this 12<sup>th</sup> day of March, 2021, by Jonathan Paul who is  personally known to me, or who has  produced the following identification:

DOB: 8400-400-74-125-9



[Signature]  
Signature of Notary Public

Lee I Spiegel  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires: 6/16/21

**“Appendix A”**



2579 SW 87<sup>th</sup> Drive, Suite 101  
Gainesville, FL 33608  
352-363-0614 (o) 833-682-8484 (o)  
www.nueurbanconcepts.com  
nueurbanconcepts@gmail.com

February 4<sup>th</sup>, 2020

Mr. Russ Blackburn  
City Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd  
Port St. Lucie, FL 34984

**RE: PORT ST. LUCIE MOBILITY PLAN AND MOBILITY FEE**

NUE Urban Concepts (NUC) is pleased to provide a scope of service for development of a mobility plan and mobility fee for the City of Port St. Lucie. This scope of service is separated into two-phases in order to deliver a mobility fee before October 1<sup>st</sup>, 2021 and a detailed mobility plan by October 1<sup>st</sup>, 2022. The City Council has expressed a desire to move forward with a forward-looking mobility plan that emphasizes personal mobility over motor vehicle mobility. A holistic mobility plan that includes innovative cross-sections and renderings, along with a baseline evaluation of existing conditions to measure future performance, will require more than five months to develop. In addition, the City Council desires to receive community input on proposed mobility plan improvements, which will require additional time beyond the period needed to develop a mobility fee.

To achieve deliverance of a mobility fee by October 1<sup>st</sup>, 2021, the first phase of the scope of service will establish mobility corridors for new roads and roads to be widened and multimodal corridors for roadways to be retrofitted with multimodal and intersection improvements to serve as the plan basis for a mobility fee. The scope will also include task to establish areawide level of service (LOS) and / or quality-of-service (QOS) standards that will be used to calculate multimodal capacities and establish base line existing conditions in part-two of the scope of service. A mobility fee, mobility plan and fee technical report and mobility fee implementing ordinance will also be developed in phase-one of this scope.

The second phase of this scope will utilize the data collection, the established service standards, and the mobility and multimodal corridors established in the first part of this scope and develop road specific multimodal improvements and cross-sections. Before and after aerials, renderings and capacities will be developed for specific roadway facilities. The scope will also include a baseline evaluation of the LOS and / or QOS of the existing network to establish a baseline existing conditions analysis in order to periodically measure mobility fee performance. The second part of this scope will include community outreach for input and refinement of proposed mobility plan improvements.

The following are the task for Phase One of the Scope of Service.

**PHASE ONE**

**TASK 1 – TRANSPORTATION PLAN REVIEW:** NUE Urban Concepts will review the City's Multimodal Plan and the 2045 Long Range Transportation Plan to identify mobility projects that have already been established in an adopted Plan. The review will also be used to identify gaps in the transportation network and to establish mobility and multimodal corridors to serve as the basis for a mobility fee.

**TASK 2 – DATA COLLECTION/EXISTING CONDITIONS:** NUE Urban Concepts will collect current traffic characteristics data for functionally classified arterial and collector roads from the City, County, FDOT, and the TPO. The data will include number of travel lanes, AADT, speed limits, LOS Standards, presence of a median, presence and type and width of sidewalks and bike lanes and any transit facilities such as dedicated lanes or transit pull-off bays. This data will be utilized in the backlogged facilities analysis.

**TASK 3 – PROJECT FUTURE GROWTH:** NUE Urban Concepts will evaluate the regional travel demand model developed for the 2045 Long Range Transportation Plan to obtain base year and future year vehicle miles of travel (VMT) data. The TAZ 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 to calculate a projected increase in person miles of travel (PMT) used to calculate a mobility fee and in the new growth evaluation analysis.

**TASK 4 – ESTABLISH STANDARDS:** NUE Urban Concepts will develop recommendations for the establishment of area-wide roadway Level of Service (LOS) standards and / or multimodal Quality of Service (QOS) standards based on review of planned transportation projects and existing conditions. The standards will be used to develop multimodal capacities in phase one of this scope and establish baseline conditions to evaluate future performance in phase two of this scope.

**TASK 5 – ESTABLISH MOBILITY PLAN CORRIDORS:** NUE Urban Concepts will propose mobility plan corridor designations for major roadways and multimodal facilities based on an evaluation of adopted plans and existing conditions. Mobility Corridor designations will include new roads and roads proposed to be widened and will include preferred multimodal facilities such as buffered bike lanes and / or trails. Multimodal Corridor designations will include roads to be retrofitted with multimodal improvements such as sidewalks, paths and bike lanes and turn lanes, but will not include road capacity improvements. A map and table of the corridors will be prepared. The corridors will be further defined in phase two.

**TASK 6 – MOBILITY PLAN CORRIDOR COST:** NUE Urban Concepts will prepare cost estimates for the mobility plan corridors. The cost for the proposed corridor improvements will be based on the most recent and localized data as required by Florida Statute. The cost should include factors such as planning, design, right-of-way acquisition, utility relocation, streetscape and landscape, stormwater, construction and inspection.

**TASK 7 – ESTABLISH MULTIMODAL CAPACITIES:** NUE Urban Concepts will establish multimodal capacities for sidewalks, paths, trails, bike lanes, dedicated transit lanes and other unique complete street applications based on established LOS and / or QOS standards. In addition, multimodal capacities will also be established for the mobility plan corridors to be used in the mobility fee calculations.

**TASK 8 – PERSON MILES OF TRAVEL (PMT) Factor:** NUE Urban Concepts 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 2017 National Household Travel Survey. The PMT factor will be used to establish a person miles of travel rate to be used in the mobility fee calculation and the new growth evaluation to ensue new development is not being charged more than its fair share of the cost of proposed improvements.

**TASK 9 – BACKLOG EVALUATION:** NUE Urban Concepts will prepare a backlog evaluation of the existing transportation to determine if there are existing system wide deficiencies. The data collected in Task 2 will be utilized to develop a backlog adjustment factor if it is found that there are existing system wide deficiencies. The backlog evaluation is required to demonstrate that new growth is not charged for existing system wide deficiencies.

**TASK 10 – NEW GROWTH EVALUATION:** NUE Urban Concepts will conduct a new growth evaluation based on the projected increase in person miles of travel using the VMT data from Task 3, the PMT factor from Task 8 and the increase in multimodal corridor capacity from Task 7. The analysis will be utilized to develop a new growth evaluation factor to demonstrate that new growth is not being charged for more than its fair share of projects.

**TASK 11 – REVENUE ADJUSTMENTS:** NUE Urban Concepts 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 either appropriate net present value factors or utilizing whole dollar funding availability to reduce overall projected corridor cost.

**TASK 12 – PERSON TRAVEL DEMAND (PTD) RATE:** NUE Urban Concepts will develop a person travel demand (PTD) rate based upon the cost of multimodal corridors from Task 6, adjustments for backlog, new growth and available revenues from Task 9, 10, and 11 divided by the increase in person miles of travel from Task 3. The PTD rate will be used in the mobility fee calculations.

**TASK 13 – FUTURE LAND USE MAP REVIEW:** NUE Urban Concepts will review the future land use map to assist in the development of the mobility fee schedule. The review will also be used to establish mobility fee assessment area(s) and benefit district(s) that meet legal and statutory requirements.

**TASK 14 – ESTABLISH ASSESSMENT AREA(S):** NUE Urban Concepts will recommend the establishment of up to three assessment areas to allow for the differentiation of mobility fees based upon location (community redevelopment area) and/or development type (mixed-use). Assessment area(s) are based upon both existing development patterns, geographic barriers, needed mobility projects and future land uses. Differing assessment areas would be established if the City desires to have Mobility Fees that vary by assessment area. The City will assist in development of a final GIS Map showing any assessment areas that are established based on a geographic location.

**TASK 15 – MOBILITY FEE SCHEDULE ALTERNATIVES:** NUE Urban concepts will evaluate the City's and County's existing road impact fee schedule of land uses and the City's Future Land Use Map as part of Task 13. NUE Urban Concepts will prepare a brief summary and recommend up to four mobility fee schedule alternatives for the City's consideration.

**TASK 16 – ESTABLISH BENEFIT DISTRICT(S):** The establishment of one or more benefit district(s) is used to ensure that funds collected from new development are expended in the district(s) in which they are collected to the "benefit" of the new development as required in the dual rational nexus test. Benefit district(s) are based upon existing travel patterns, the identified mobility and multimodal corridors any natural or physical barriers, such as water bodies or Interstates, that would impact traffic flow. The City will assist in development of a final GIS Map showing any benefit districts.

**TASK 17 – ESTABLISH TRIP GENERATION:** NUE Urban Concepts will develop trip generation rates based on the latest edition of the ITE Trip Generation Manual and professional acceptable techniques for the land uses identified in the mobility fee schedule selected as part of Task 15. The trip generation will include adjustments for pass-by trips and any internal capture factors.

**TASK 18 – ESTABLISH PERSON TRIPS:** NUE Urban Concepts will convert net vehicle trips to person trip utilizing data from the 2017 National Household Travel Survey Data, adjusted for local conditions.

**TASK 19 – ESTABLISH PERSON TRIP LENGTHS:** NUE Urban Concepts will develop trip lengths by trip purpose utilizing data from the 2017 National Household Travel Survey Data, adjusted for local conditions.

**TASK 20 – LIMITED ACCESS ADJUSTMENT FACTOR:** NUE Urban Concepts will develop a limited access adjustment factor based to exclude travel on Interstate 95 and the Florida Turnpike. The limited access adjustment factor will be utilized to adjust person trip lengths.

**TASK 21 – PERSON MILES OF TRAVEL (PMT) FOR LAND USES:** NUE Urban Concepts will calculate a person mile of travel (PMT) for each land use identified in the mobility fee schedule developed in Task 15. The PMT per land use will be based on the data developed for Task 17, 18, 19 and 20 and adjusted for origin and destination. The PMT will also be calculated for any assessment areas established in Task 14.

**TASK 22 – DEVELOP A MOBILITY FEE SCHEDULE:** NUE Urban Concepts will develop a mobility fee per land use is based upon the PTD rate from Task 12 multiplied by the PMT rate per land use. The mobility fee will also be calculated for assessment areas established in Task 14.

**TASK 23 – MOBILITY FEE COMPARISON:** NUE Urban Concepts will prepare a comparison between the proposed mobility fee rate and the existing City and County road impact fees.

**TASK 24 - LEGAL REQUIREMENTS:** NUE Urban Concepts will provide an in-depth review of the legal requirements in support of the Mobility Plan and Mobility Fee Technical Report. The City's Comprehensive Plan will be evaluated to identify goals, objectives and policies in support of a multimodal transportation system and mobility fee. The Technical Report will also demonstrate that the Mobility Plan and Mobility Fee Technical Report meets the dual rational nexus test and roughly proportional test.

**TASK 25 - DEFINITIONS:** The Mobility Plan and Mobility Fee Technical Report will include any relevant definitions related to the mobility and multimodal corridors, mobility fee schedule of land uses and mobility fee schedule.

**TASK 26 - DEVELOP TECHNICAL REPORT:** A technical report will document the methodology and data used to develop a Mobility Fee and provide the factual basis to demonstrate the mobility plan corridors and mobility fee meets legal and statutory requirements.



**TASK 27 - MOBILITY FEE ORDINANCE:** NUE Urban Concepts will develop a mobility fee implementing ordinance. The Mobility Fee Ordinance provides the legal basis to enact a mobility fee and allows the City to begin to assess new development for its multimodal travel impact. The City Attorney shall provide the Ordinance format, Ordinance title and legislative findings. NUE Urban Concepts will assist the City Attorney in development of the ordinance. The Ordinance will address existing impact fee agreements and credits and any proportionate share payments or prior impact fee payments.

**TASK 28 - MEETINGS:** This Scope includes a total of ten (10) meetings consisting of public workshops, community outreach, and hearings, with either in-person or virtual attendance. A maximum of ten (10) conference calls/virtual meetings with Staff are also included.

**Deliverables:**            Mobility Plan & Mobility Fee Technical Report  
    Mobility Fee Ordinance

**Phase One Cost:** The hours are based on similar mobility plans and fees. The lump sum cost estimate is based on a rate of \$175 per hour. The total number of projected hours is 1,300 and the total cost is \$227,500, *of which a significant portion (430 hours and \$75,250) is for the mobility fee ordinance and meetings due to the complexity of existing credit agreements that need to be addressed as part of the ordinance development.* The following is a breakdown of the hours per task and the cost estimate per task.

<b>TASK #</b>	<b>TASK</b>	<b>HOURS</b>	<b>COST</b>
1	TRANSPORTATION PLAN REVIEW	25	\$4,375
2	DATA COLLECTION / EXISTING CONDITIONS	35	\$6,125
3	PROJECT FUTURE GROWTH	55	\$9,625
4	ESTABLISH STANDARDS	35	\$6,125
5	ESTABLISH MOBILITY PLAN CORRIDORS	75	\$13,125
6	MOBILITY PLAN CORRIDOR COST	30	\$5,250
7	ESTABLISH MULTIMODAL CAPACITIES	40	\$7,000
8	PERSON MILES OF TRAVEL (PMT) FACTOR	25	\$4,375
9	BACKLOG EVALUATION	25	\$4,375
10	NEW GROWTH EVALUATION	20	\$3,500
11	REVENUE ADJUSTMENTS	25	\$4,375
12	PERSON TRAVEL DEMAND (PTD) RATE	20	\$3,500
13	FUTURE LAND USE MAP REVIEW	15	\$2,625
14	ESTABLISH ASSESSMENT AREA(S)	20	\$3,500
15	MOBILITY FEE SCHEDULE ALTERNATIVES	50	\$8,750
16	ESTABLISH BENEFIT DISTRICT(S)	15	\$2,625

<b>17</b>	<b>ESTABLISH TRIP GENERATION</b>	<b>30</b>	<b>\$5,250</b>
<b>18</b>	<b>ESTABLISH PERSON TRIPS</b>	<b>20</b>	<b>\$3,500</b>
<b>19</b>	<b>ESTABLISH PERSON TRIP LENGTHS</b>	<b>25</b>	<b>\$4,375</b>
<b>20</b>	<b>LIMITED ACCESS ADJUSTMENT FACTOR</b>	<b>20</b>	<b>\$3,500</b>
<b>21</b>	<b>PERSON MILES OF TRAVEL (PMT) PER LAND USE</b>	<b>25</b>	<b>\$4,375</b>
<b>22</b>	<b>DEVELOP A MOBILITY FEE SCHEDULE</b>	<b>35</b>	<b>\$6,125</b>
<b>23</b>	<b>MOBILITY FEE COMPARISON</b>	<b>25</b>	<b>\$4,375</b>
<b>24</b>	<b>LEGAL REQUIREMENTS</b>	<b>40</b>	<b>\$7,000</b>
<b>25</b>	<b>DEFINITIONS</b>	<b>15</b>	<b>\$2,625</b>
<b>26</b>	<b>DEVELOP TECHNICAL REPORT</b>	<b>125</b>	<b>\$21,875</b>
<b>27</b>	<b>MOBILITY FEE ORDINANCE</b>	<b>230</b>	<b>\$40,250</b>
<b>28</b>	<b>MEETINGS</b>	<b>200</b>	<b>\$35,000</b>
<b>Total</b>		<b>1,300</b>	<b>\$227,500</b>

**Schedule:** Phase 1 of the scope of services is proposed to be completed by October 1<sup>st</sup>, 2021.

<b>City of Port St. Lucie Mobility Fee Study Timeline Phase 1</b>	
<b>Activities</b>	<b>Date</b>
City Council direction given	January 26, 2021
Mobility Team established	February 16, 2021
Agenda item regarding the NUE New Urban Concepts, LLC Contract	February 22, 2021
NUE prepares draft fee and technical report	May – June, 2021
Stakeholder meetings	May, 2021
Community meeting	June, 2021
Submit draft items for staff review	July 15, 2021
Present Report and draft Ordinance to the Planning and Zoning Board	August 3, 2021
Present Report and draft Ordinance to the City Council for first reading	September, 2021
Present Report and draft Ordinance to the City Council for second public hearing	September, 2021
Effective Date	October 1, 2021