

MEMORANDUM

DATE: September 13, 2021

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20210120 Amendment #1
CONTRACT TITLE: Development of Mobility Plan & Fees – Phase I

CONTRACTOR NAME: NUE Urban Concepts, LLC.
ADDRESS: 3579 SW 87th Drive, Suite 101
CITY & STATE: Gainesville, Florida 33608

COUNCIL APPROVED: N/A

CONTRACT AMOUNT - \$24,850.00
CONTRACT TERM: 3/12/2021 – open for dispute resolution with the County is complete.



CONTRACT AMENDMENT

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

Contractor's Full Legal Name:	NUE URBAN CONCEPTS, LLC
Solicitation No./Event ID:	20210120
Solicitation Title/Event Name:	Prepare Mobility Plan & Mobility Fee Study
Contract Award Date:	02/22/2021
Initial Current Contract Term:	02/23/2021 – 10/1/2021
Current Contract Expiration Date:	N/A
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	\$227,500.00
Current Contract Amended Amount:	\$227,500.00
Requested Financial Change Amount:	\$24,850.00
New Contract Amount:	\$252,350.00
Amendment No.:	1
Amendment Type:	Increase of Commodities

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

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

I. SCOPE OF SERVICES

Part I

- A. **Review and Response to County.** NUE Urban Concepts will assist the City with the review of correspondence from the County related to the County's road impact fee and the City's mobility plan and mobility fee. NUE Urban will assist with the preparation of responses to the County.
- B. **Review of County Road Impact Fee.** NUE Urban Concepts will review the County's road impact fee technical report. NUE Urban Concepts will be prepared to address and discuss issues identified in the technical report. Upon request, NUE Urban Concepts will provide a written summary of review findings.
- C. **Agreement with the County.** NUE Urban Concepts will assist the City with developing agreement terms for consideration by the County. Should the City and County reach an agreement in principle, NUE Urban will assist with development of the agreement and subsequent mobility plan and fee interlocal agreement.

D. Meetings and Presentations. NUE Urban Concepts will attend in person or virtual meetings at the request of the City. NUE Urban will also be available for conference calls as needed. In addition, NUE Urban will prepare presentations for meetings and outreach efforts at the requested of the City

II. CLIENT'S RESPONSIBILITIES

- A. Provide NUC with any information, agreements, and/or proposals between the City and the County.
- B. The CLIENT shall provide any correspondence received from the County related to the 164 mediation.
- C. The CLIENT shall provide the City's Multimodal Plan and Comprehensive Plan.
- D. The CLIENT shall provide the documentation provided by the City's Impact fee Consultant on the review of Impact Fee collections.

III. SCHEDULE

Upon receipt of a fully executed copy of this Agreement, NUC shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as it is consistent with professional skill and care, and the orderly progress of work.

IV. DURATION OF CONTRACT

The contract will conclude upon utilization of the scope contract amounts of a settlement agreement is entered into between the City and the County.

V. COMPENSATION

The total compensation for the Scope of Service is not to exceed \$24,850 based on an hourly rate of \$175. The following is an estimate of hours per task and the projected cost per task:

ID	TASK	HOURS	COST
A	Review and Response to County	25	\$4,375
B	Review of County Road Impact Fee	20	\$3,500
C	Agreement with the County	25	\$4,375
D	Meetings and Presentations	72	\$12,600
Total		142	\$24,850

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

If services under this Agreement continue for a period of more than twelve (12) months from the date of this Agreement, the fees contained in the Fee Schedule shall be subject to re-negotiation at the sole discretion of NUC. In the event of unsuccessful negotiations following the said 12-month period of service, NUC shall have the sole and exclusive right of termination of the Agreement upon written notice to CLIENT. Any change in such fees shall apply to the unfinished services as of the effective date of such charge.

In the event the referenced project or services of NUC called for under this Agreement is/are suspended, cancelled or abandoned by the CLIENT, NUC shall be given five (5) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, cancellation or abandonment.

VI. RETAINER

The CLIENT agrees to pay NUC a deposit of \$0 dollars.

VII. ADDITIONAL SERVICES

None are envisioned at this time.

VIII. INDEMNIFICATION

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

IX. RISK ALLOCATION

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

X. MEDIATION

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

Unless the parties mutually agree otherwise in writing, the said pre-suit mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XI. MISCELLANEOUS PROVISIONS

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

XII. REUSE OF DOCUMENTS

All documents prepared or furnished by NUC (and NUC's independent professional sub-consultants) pursuant to this Agreement are instruments of service in respect of the project and NUC shall retain an ownership and property interest therein. The CLIENT may make and retain copies of information and reference of the documents prepared by NUC.

Any adaptation or modification of documents prepared by NUC for the specific purpose outlined in this scope will be at the CLIENT'S sole risk and without any liability or legal exposure to NUC. The CLIENT shall indemnify and hold harmless NUC and NUC independent professional associates and sub-consultants from all claims, damages, losses, and expenses including attorney's fees arising out of, or resulting there from, adaptation or modification of documents prepared by NUC.

XIII. INSURANCE

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

XIV. APPLICABLE LAWS

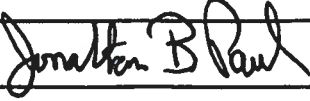
Unless otherwise specified, the laws of the State of Florida shall govern this agreement. In the unlikely event of litigation regarding the Parties' obligations hereunder, the Parties expressly agree venue for such litigation shall be conducted in St. Lucie County.

This proposal represents the entire understanding between us with respect to the project and may only be modified in writing, signed by both parties. If you have any questions regarding our fee proposal, please do not hesitate to contact us so we can clarify or revise our understanding of the project scope.


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

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	NUE Urban Concepts, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Jonathan B. Paul, Principal
Date:	09/10/2021
Company Address:	2579 SW 87 th Drive, Gainesville, FL 32608

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	9/14/2021
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984