

**PROFESSIONAL SERVICES AGREEMENT NO. 13184 BETWEEN ALACHUA
COUNTY AND NUE URBAN CONCEPTS FOR AN IMPACT AND MOBILITY FEE
UPDATE**

This Agreement is entered into on _____, between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and NUE URBAN CONCEPTS LLC., a Florida Limited Liability Company, with a principle business address located at 747 SW 2nd Avenue, IMB 28, GAINESVILLE, FL 32601 hereinafter referred to as "Professional" (collectively hereinafter County and Professional referred to as "Parties")

WITNESSETH

WHEREAS, the County issued Request for Proposal (RFP) No. 21-989 seeking qualified Professionals to furnish an Impact and Mobility Fee Update (the "Project"), in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP No. 21-989, the County identified the Professional as the top ranked firm; and

WHEREAS, the County desires to contract the Professional to provide the services described in RFP No. 21-989 and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.**

1.1. This Agreement is effective on the date executed by both Parties. The Term of this Contract is three (3) years, commencing on the Effective Date. The County will have the option to renew this Contract for up to two (2) additional terms of one (1) year each through written Amendment approved by both Parties

1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

- 1.3. Any work authorizations previously issued by the County will remain in effect after the expiration of this Contract unless the County terminates this Contract due to Professionals's material breach after notifying Professional to suspend such services as provided herein.
- 1.4. The County agrees to the Professional extending the pricing, of this Agreement to other governmental entities at the discretion of the Professional.
2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:
 - 2.1. The Professional is professionally qualified to act as the professional for the Project.
 - 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;
 - 2.3. The Professional has become familiar with the Project and the local conditions under which the Project is to be completed;
 - 2.4. The Professional shall prepare all deliverables required by this Agreement in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
 - 2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the Project and meet the requirements of all applicable federal, state and local codes and regulations.
 - 2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.
3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit 1**. The County may request additional services. Addittional services would only be required after an Amendment executed by both Parties and after issuance of County work authorization.
4. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the Professional shall be paid in accordance with this section.
 - 4.1 The Professional shall be paid for those services required by this Agreement, as identified in Exhibit 1, Paragraph 2 not to exceed the sum of \$ 150,000. Professional shall invoice monthly based on percentage complete.
 - 4.2 The County may request additional professional services such as those identified in Exhibit 1, paragraph 3. Should the County request additional services , the Professional shall submit proposals for additional professional services. Each written

proposal shall provide a scope of services and amount of compensation based on the hourly rate for the positions listed in Section 6.1 are provided in Exhibit 3. The amount paid for such additional work shall not exceed \$10,000.

4.3 No additional reimbursable expense will be paid under this Agreement.

4.4 As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Missy Daniels, AICP
Growth Management Department
10 SW 2nd Avenue
Gainesville, FL 32601
mdaniels@alachuacounty.us

4.1. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

4.2. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

NUE Urban Concepts LLC.
747 SW 2nd Avenue, IMB 28
Gainesville, FL 32601
nueurbanconcepts@gmail.com

5. **Alachua County Minimum Wage.**

5.1 The Work performed pursuant to this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

5.2 The Professional shall provide certification, the form of which is attached hereto as Exhibit 5, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

5.3 The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

5.4 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.5. The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Professional and subcontractor.

6. **Personnel.**

6.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<i>Jonathan B. Paul, AICP</i>	<i>Project Manager (Fees, Outreach & Planning)</i>
<i>Dwayne Guthrie, PhD, AICP</i>	<i>Assistant Project Manager (Fees)</i>

John Osborne, AICP

Assistant Project Manager (Fees & GIS)

Robert G. Schiffer, AICP

Principal Planner: Forecast & Travel Demand

Uyen Dang, PE

*Principal Engineer: Cost Estimation, Engineering
& Planning*

Margarita Yerastova

Senior Planner: Planning, Graphics, Outreach

TBD (subject to approval)

Administrative

6.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Director, Growth Management Department may authorize changes to this list in writing.

7. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Professional's and County representative are:

County:

Growth Management Department

Department Director Missy Daniels, ACIP

10 SW 2nd Ave

Gainesville, Florida, 32601

mdaniels@alachuacounty.us

Professional:

NUE Urban Concepts, LLC

747 SW 2nd Avenue, IMB

Gainesville, FL 32601

nueurbanconcepts@gmail.com

A copy of any notice, request or approval to the County must also be sent to:

Jesse. K. Irby II

Clerk of the Court

12 SE 1st Street

Gainesville, FL 32602

Attn: Finance and Accounting

dmw@alachuaclerk.org

And to:

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts
acpur@alachuacounty.us

8. Default and Termination.

- 8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven calendar days to cure the default. The Transportation Planning Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- 8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

10. Project Records.

10.1. General Provisions:

- 10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public Records" are defined as 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 by any agency per §119.011(12), Florida Statutes, or as otherwise provided by law.

10.1.2. In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3. Professional shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

10.2. Confidential Information:

10.2.1. During the term of this Agreement, the Professional may claim that some, or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional.

10.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any

such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County

10.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4. **Compliance:**

10.4.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

10.4.2. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s.119.10

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

10. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

11. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit 4**. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit 4-A**.

12. **Permits.** The Professional will obtain and pay for all necessary permits, permit application

fees, licenses or any fees required.

13. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. **Indemnification**

14.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

14.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.

15. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and

shall be responsible for any and all consequential damages arising from those deficiencies.

16. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
17. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
18. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
19. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
20. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
21. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement 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 Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
22. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
23. **Severability and Ambiguity.** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this

Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

24. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
25. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.
26. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
27. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
28. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
29. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
30. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
31. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Professional with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile

transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

32. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

34. **U.S. Department of Homeland Security E-Verify System**

34.1. The Professional shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

34.2. The Professional shall expressly require any subcontractors performing work or providing services pursuant to the County’s agreement to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Marihelen Wheeler, Chair
Board of County Commissioners
Date: _____

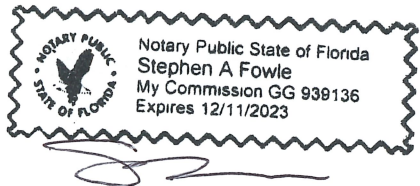
ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

PROFESSIONAL



By: _____
Print: Jonathan B. Paul
Title: Principal
Date: 01/26/22

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services

1. General Requirements:

- 1.1. Section 163.31801, F.S., requires that impact fees levied by local governments be based on the “most recent and localized data”. To address this requirement, Alachua County intends to update its Parks and Fire Impact Fees, and to move to a single alternative mobility funding system, such as a mobility fee, as provided for under Florida Statute 163.3180 for all unincorporated areas.
- 1.2. The Professional shall conduct an impact and alternative mobility funding system study for Alachua County’s Parks and Fire Impact Fees, and the County’s Multi-modal Transportation Mitigation. Each fee will be updated to reflect most recent available data and changes to Alachua County’s Comprehensive Plan, as well as any changes in Florida State Statute.

2. The following tasks, including deliverables, will be required during this project:

2.1. Task 1 Fire Protection Impact Fee

Sub-Task 1.1: Data Collection/Background Review: Upon receipt of the Notice to Proceed, the Professional will prepare and forward to the Project Manager a data needs memo. The Project Manager shall assemble as much of the requested data as possible prior to the kick-off meeting.

Sub-Task 1.2: Planning for Fee: In this task, a strategic approach to the fee schedule will be developed. Strategic options to explore could include: alternative growth rate assumptions; implementation of fee zones; replacement of fee with assessment. This analysis will be undertaken for the area of service provided by Alachua County Fire Rescue. The Professional should consider the Fire Services Assessment that the County has implemented, including impacts it may have on the rate fire impact fee, and whether the Fire Services Assessment could be a better funding source than an impact fee. The result of these explorations will be the identification of principles and assumptions of a finance strategy under which impact fee rates for the final fee schedule will be developed.

Sub-Task 1.3: Develop Fee Schedules: In this task, final fee schedules will be developed. Fee schedules shall reflect the potential options identified in Sub-Task 1.2 and resulting from analysis of most recent data.

Sub-Task 1.4: Documentation: A technical documentary report with full fee schedules, discussion of fee strategy, and example fee calculations will be prepared. The report will include full fee schedule tables showing input data and interim calculation results, and abbreviated fee schedule tables for insertion into the adoption ordinance. The report shall detail consistency of proposed fee methodology, data and analysis with Florida Statute and Impact Fee Case Law. Professional will prepare a draft report for review by the County, and upon receipt of comments, provide an updated draft report for further public review and to support the fee adoption process. Following fee adoption, the report will be finalized to incorporate any last-minute changes that may occur during the fee adoption process. The Professional will develop final study documents for presentations and recommendation/approval from the Public, the Alachua County Fire-Rescue Department, and the Board of County Commissioners. The Professional shall provide an ADA accessible electronic file in .pdf format. The technical report may be a combined report with the park impact fee and alternative mobility funding system.

Sub-Task 1.5: Meetings and Presentations: The Professional will be available for to-be- determined meeting days to meet with County staff for project management purposes. The Professional shall coordinate and lead all meetings outlined under the Scope of Services as it pertains to the fire protection impact fees with: One (1) meeting/presentation with Alachua County's Fire Rescue Department and the Growth Management Department, and two (2) meetings/presentations with the Board of County Commissioners (BCC). The Professional shall produce and present the final study for consideration and approval to the Board of County Commissioners. The Professional will prepare PowerPoint slides, agenda, and handout materials for the meetings. These materials will be provided for review by County staff. Lead time for these materials will be determined by County staff before the Professional coordinates or schedules any meetings or presentations. The presentation to the Fire Rescue Department and BoCC shall be a combined presentations with the park impact fee and alternative mobility funding system. The Fire Rescue Department presentation could be presented at a separate time from the Open Space Office and Public Works presentation on the same day or a consecutive day in recognition of scheduling conflicts

2.2. Task 2 Park System Impact Fee

Sub-Task 2.1: Data Collection/Background Review: Upon receipt of the Notice to Proceed, the Professional will prepare and forward to the Project Manager a data needs

memo. The Project Manager shall assemble as much of the requested data as possible prior to the kick-off meeting.

Sub-Task 2.2: Planning for Fee: In this task, a strategic approach to the fee schedule will be developed. Strategic options to explore could include: alternative growth rate assumptions; implementation of fee zones; replacement of fee with assessment. This analysis will be undertaken for the area of service provided by Alachua County Parks and Conservation Lands. The Professional shall consider the impact of Alachua County's Wild Spaces Public Places one-half cent surtax on the impact fee, and whether an impact fee continues to be a supportable method for capacity expansion. The result of these explorations will be the identification of principles and assumptions of a finance strategy under which impact fee rates for the final fee schedule will be developed.

Sub-Task 2.3: Develop Fee Schedules: In this task, final fee schedules will be developed. Fee schedules shall reflect the potential options identified in Sub-Task 2.2 and resulting from analysis of most recent data.

Sub-Task 2.4: Documentation: A technical documentary report with full fee schedules, discussion of fee strategy, and example fee calculations will be prepared. The report will include full fee schedule tables showing input data and interim calculation results, and abbreviated fee schedule tables for insertion into the adoption ordinance. The report shall detail consistency of proposed fee methodology, data and analysis with Florida Statute and Impact Fee Case Law. Professional will prepare a draft report for review by the County, and upon receipt of comments, provide an updated draft report for further public review and to support the fee adoption process. Following fee adoption, the report will be finalized to incorporate any last-minute changes that may occur during the fee adoption process. The Professional will develop final study documents for presentations and recommendation/approval from the Public, the Alachua County Parks and Open Space Office, and the Board of County Commissioners. The Professional shall provide an ADA accessible electronic file in pdf format. The technical report may be a combined report with the fire impact fee and alternative mobility funding system.

Sub-Task 2.5: Meetings and Presentations: The Professional will be available for to-be- determined meeting days to meet with County staff for project management purposes. The Professional shall coordinate and lead all meetings outlined under the Scope of Services as it pertains to the parks impact fees with: One (1) meeting/presentation with Growth Management Department and Parks and Open Space Office, one (1) meeting/presentation with the Recreation and Open Space Advisory Committee and two (2) meetings/presentations with the Board of County Commissioners (BCC). The Professional shall produce and present the final study for

review and approval to the Recreation and Open Space Advisory Committee. The Professional shall produce and present the final study for consideration and approval to the Board of County Commissioners. The Professional will prepare PowerPoint slides, agenda, and handout materials for the meetings. These materials will be provided for review by County staff. Lead time for these materials will be determined by County staff before the Professional coordinates or schedules any meetings or presentations. The presentation to the Open Space Office and BoCC shall be a combined presentations with the park impact fee and alternative mobility funding system. The Open Space Office presentation could be presented at a separate time from the Fire Rescue Department and Public Works presentation on the same day or a consecutive day in recognition of scheduling conflicts.

2.3 Task 3. Alternative Mobility Funding System

Sub-Task 3.1: Data Collection/Background Review: Upon receipt of the Notice to Proceed, the Professional will prepare and forward to the Project Manager a data needs memo. The Project Manager shall assemble as much of the requested data as possible prior to the kick-off meeting.

Sub-Task 3.2: Planning for Fee: In this task, a strategic approach to updating the alternative mobility funding system schedule will be developed. Strategic options to explore could include: alternative growth rate assumptions, implementation of new assessment areas and benefit districts, and the type of alternative mobility funding system, whether it be a mobility fee, the current multi-modal transportation mitigation fee system, or another type of fee mitigation system. This analysis will be undertaken for the unincorporated area of Alachua County. The Professional shall also develop planning-level cost estimates, multimodal capacities, quality and level of service standard updates, and recommend additional or modified projects to update the mobility plan projects contained within the Comprehensive Plan that are used as the basis for the alternative mobility funding system.

Sub-Task 3.3: Develop Fee Schedules: In this task, final fee schedules will be developed. Fee schedules shall reflect the potential options identified in Sub-Task 3.2 and resulting from analysis of most recent data.

Sub-Task 3.4: Documentation: A technical documentary report with full fee schedules, discussion of fee strategy, and example fee calculations will be prepared. The report will include full fee schedule tables showing input data and interim calculation results, and abbreviated fee schedule tables for insertion into the adoption ordinance. The report

shall detail consistency of proposed fee methodology, data and analysis with Florida Statute and Impact Fee Case Law. Professional will prepare a draft report for review by the County, and upon receipt of comments, provide an updated draft report for further public review and to support the fee adoption process. Following fee adoption, the report will be finalized to incorporate any last-minute changes that may occur during the fee adoption process. The Professional will develop final study documents for presentations and recommendation/approval from the Public, the Alachua County Growth Management Department, Alachua County Public Works Department and the Board of County Commissioners. The Professional shall provide an ADA accessible electronic file in .pdf format. The technical report may be a combined report with the fire and park impact fees.

Sub-Task 3.5: Meetings and Presentations: The Professional will be available for to-be-determined meeting days to meet with County staff for project management purposes. The Professional shall coordinate and lead all meetings outlined under the Scope of Services as it pertains to the parks impact fees with: Two (2) meetings/presentations with the Growth Management Department and the Public Works Department, one (1) meeting/presentation with the Builder's Association of North Central Florida and two (2) meetings/presentations with the Board of County Commissioners (BCC). The Professional shall produce and present the final study for review and approval to the Growth Management Department. The Professional shall produce and present the final study for consideration and approval to the Board of County Commissioners. The Professional will prepare PowerPoint slides, agenda, and handout materials for the meetings. These materials will be provided for review by County staff. Lead time for these materials will be determined by County staff before the Professional coordinates or schedules any meetings or presentations. The presentation to the Public Works Department and BoCC shall be a combined presentations with the fire and park impact fees. The Public Works Department presentation could be presented at a separate time from the Fire Rescue Department and Open Space Office presentation on the same day or a consecutive day in recognition of scheduling conflicts.

2.4 Task 4: Final Deliverables

Sub-Task 4.1: Final Reports for all adopted impact fees and alternative mobility funding system fees, including all documentation required above, provided in Adobe Acrobat portable document format and compliant with ADA accessible standards

Sub-Task 4.2: Templates for annual reports for all adopted impact fees and alternative mobility funding system with all information required to be provided by Florida

Statutes, provide in Microsoft Word format

Sub-Task 4.3: All presentations given by the Professional in as-presented form, in format of presentation, as well as Adobe Acrobat portable document format

3 Addittional Services

The following are additional services not covered under this scope of service, which may be requested by the County

Fire Rescue Capital Improvements. The preparation of a Fire Resuce Master Plan or the identification of future capital improvement needs for fire rescue is not included in this scope of service. The Professional can identify future capital improvements or develop a Fire Rescue Master Plan for the County.

Open Space & Park Capital Improvements. The preparation of a Open Space and Parks Master Plan or the identification of future capital improvement needs for parks and open scpace is not included in this scope of service. The Professional can identify future capital improvements or develop a Open Space and Parks Master Plan for the County.

Mobility Plan. The update of the County's Mobility Plan to implement future capital improvement needs, incorporate parking management strategies, mobility hubs, curbside management, mode share goals, replacement of roadway level of service standard, establishment of performance measures, development of multimodal cross-sections and production of before and after renderings.

Ordinance Update. The update of the County's Fee Ordinances is not included in this scope of service. The Professional can update or assist the the County with update of its implementing Ordinances.

Amendment to Florida Statues. This scope is prepared based on the requirements of current Florida Statute (2021). Should the legislature amend the statute to require additional meetings, plans, or technical analysis beyond that envisioned in this scope of service, an addendum may be required to address statutory requirements.

Addittional Meeting. Addittional meetings, including hearings and presentations, beyond those specified in this scope of service shall be billed at a rate of five (5) hours for time certain meetings and ten (10) hours for non-time certain meetings. The hourly limits are per meeting based

on the hourly rates in Exhibit 3 for each of the Professionals that the County request attend the meeting. The time includes preparation for meetings, attendance at hearings, presentations, and response to comments and questions. Addittional meetings shall be authorized in writing prior to attendance at additional meetings.

Exhibit 3: Method of Additional Compensation

HOURLY RATE

Project Manager	\$215.00
Assistant-Project Managers	\$200.00
Principal Engineer	\$190.00
Principal Planner	\$175.00
Senior Planner	\$150.00
Administrative	\$75.00

STANDARD COST

All documents are to be provided electronically. No hard copies are to be provided as part of this contract.

Meetings. Besides the kick-off meeting with Staff, all meetings will be virtual. All public outreach will be by virtual hearings. All hearings will only require attendance by one team member. Hearings, except for the Board of County Commissioners shall be attended virtually.

Exhibit 4: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2 The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor’s insurance and shall be non-contributory.
- C All Coverages
 - 1 The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

Exhibit 4-A: Certificate of Insurance



NUEURBA-01

TMITCHELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Darr Schackow Insurance Agency LLC 5200-B West Newberry Road Gainesville, FL 32607	CONTACT NAME: John Darr	
	PHONE (A/C, No, Ext): (352) 338-0552 FAX (A/C, No): (352) 376-5741	
	E-MAIL ADDRESS: jdarr@darrschackowinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyd's of London	15642
INSURED Nue Urban Concepts LLC c/o Jonathan Paul 2000 PGA Blvd, Suite 4440 Palm Beach Gardens, FL 33408	INSURER B : Auto Owners Insurance Company	18988
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSK0636480053	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 CYBER LIABILITY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5117784700	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			PSK0636480053	1/1/2022	1/1/2023	Each Occurrence 1,000,000
A	Professional Liab.			PSK0636480053	1/1/2022	1/1/2023	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Alachua County Board of County Commissioners
12 SE 1st Street
Gainesville, FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

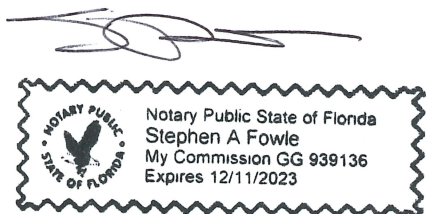
John Darr

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

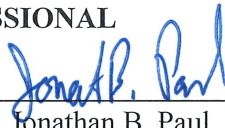
The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

NUE Urban Concepts LLC.
747 SW 2nd Avenue, IMB 28
Gainesville, FL 32601

Project Description: Professional Services Agreement No. 13184 Between Alachua County and NUE Urban Concepts for an Impact And Mobility Fee Update



PROFESSIONAL

By: 
Print: Jonathan B. Paul
Title: Principal
Date: 01/26/22

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.