AGREEMENT BETWEEN
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO)
AND QUALITY COUNTS, LLC
FOR TRAFFIC COUNT PROGRAM SERVICES

RFP 16-0004

This is an Agreement between the Lake~Sumter Metropolitan Planning Organization, by and through its Governing Board, hereinafter referred to as the MPO, and Quality Counts, LLC, a foreign limited liability company authorized to transact business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the MPO publicly submitted a Request for Proposals (RFP), #16-0004, to retain a consultant to provide data collection, data reduction and report preparation for the MPO annual traffic count program; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, MPO hereby engages CONSULTANT to provide on call traffic count program services for MPO, as more particularly described in **Exhibit A**, including data collection, data reduction and report preparation. The CONSULTANT acknowledges and agrees that if work is assigned to the CONSULTANT, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, time for completion, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the CONSULTANT performing any of the agreed upon work.

2.2 ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE COUNTY ATTORNEY'S OFFICE FOR THE MPO PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO THE CONSULTANT.

2.3 This Agreement shall be effective for two (2) twelve (12) month periods immediately following the date of execution of the Agreement by the MPO. Prior to or upon completion of the initial term of this Agreement, the MPO shall have the sole right to renew this Agreement for three (3) additional twelve (12) month periods under the same terms and conditions. The MPO reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the MPO will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial

ninety (90) day extension upon mutual agreement of the MPO and CONSULTANT. Exercise of the extension periods requires the prior approval of the Lake County Director of Procurement Services on behalf of the MPO. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised. Continuation of the Agreement beyond the initial term, and any option subsequently exercised, is a MPO prerogative and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the MPO.

2.4 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the MPO. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the MPO from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.5 CONSULTANT agrees that this shall be an open quantity contract. The MPO shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the MPO's specifications, including but not limited to time for completion, cost for individual project etc., that the MPO reserves the sole right to offer the individual project to the MPO's alternate consultant(s).

2.6 Any work that commences prior to and that will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between MPO and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.7 Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the MPO in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the MPO would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the MPO all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the MPO in a format that is compatible with the information technology systems of the MPO.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 3. Payment

3.1 Payment shall be based upon a negotiated lump sum fee, arrived at utilizing the fee for count station type and lump sum fee set forth in Consultant's Fee Schedule, attached hereto and incorporated herein as **Exhibit B**. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list

of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided.

3.2 The CONSULTANT shall submit monthly invoices by the tenth (10th) calendar day of each month to the MPO at 1616 South 14th Street, Leesburg, Florida, 34748. The invoices shall reflect the type of service provided to the MPO. All invoices shall contain the RFP number, date and location of delivery or service, and confirmation of acceptance of the goods and/or services by the appropriate MPO representative.

3.3 The MPO shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the fees set forth in **Exhibit B**, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that the fees set forth in **Exhibit B** are fully loaded and includes all overhead and administrative expenses.

3.5 In the event a specific project is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

3.6 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties for the MPO under this contract; and

B. All persons, including subcontractors if any, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. MPO Responsibilities

4.1 MPO shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. MPO shall designate one MPO staff member to act as MPO'S Project Manager.

4.2 MPO shall reimburse CONSULTANT in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by MPO in accordance with the terms of this Agreement.

4.3 MPO will provide to the CONSULTANT all necessary and available data, photos, and documents the MPO possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration

with the Florida Department of State in accordance with the provisions of Chapter 605 or 607, Florida Statutes, as applicable.

5.2 Termination. This Agreement may be terminated by the MPO upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the MPO until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of MPO with the required 30 day advance written notice, MPO shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by MPO for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment or Subletting of Contract. This Agreement shall not be assigned or sublet except with the written consent of the Lake County's Procurement Services Director on behalf of the MPO. No such consent shall be construed as making the MPO a party to the assignment or subcontract or subjecting the MPO to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the MPO must be through the CONSULTANT. In the event the CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or other similar acquisition process, the CONSULTANT shall notify the MPO immediately. The MPO shall have the option of terminating this contract in the event the acquiring entity does not meet with the MPO's approval.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to MPO, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until MPO has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/$2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000

Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the MPO responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

(vi) **The Lake~Sumter Metropolitan Planning Organization and its Governing Board** shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the MPO of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION, AND ITS GOVERNING BOARD, 1616 SOUTH 14TH STREET, LEESBURG, FL 34748

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the MPO, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the MPO.

(xi) CONSULTANT shall be responsible for subcontractors, if any, and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the MPO. At the option of the MPO, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The MPO shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the MPO of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility for liability, damages, and accidents as set forth herein.

5.5 Indemnity. CONSULTANT shall indemnify and hold MPO and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the MPO and its Governing Board, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error or omission of the CONSULTANT, its agents, employees or representatives, in the performance of CONSULTANT's duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of MPO. CONSULTANT shall have no authority to contract for or bind MPO in any manner and shall not represent itself as an agent of MPO or as otherwise authorized to act for or on behalf of MPO.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by MPO to CONSULTANT shall be and/or remain the property of MPO. CONSULTANT shall perform any acts that may be deemed necessary or desirable by MPO to more fully transfer ownership of all Tasks and/or deliverables to MPO, at MPO's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and MPO recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. MPO's alteration of CONSULTANT'S work product or its use by MPO for any other purpose shall be at MPO's sole risk.

5.8 Return of Materials. Upon the request of the MPO, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the MPO all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the MPO pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE MPO BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of the CONSULTANT's duty to perform or give rise to any right to damages or additional compensation from the MPO. The

CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT's sole remedy, if any, against the MPO shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the MPO. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the MPO from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the MPO. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding $195,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the MPO determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee,

commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of MPO has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the MPO.

5.17 Copyrights. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the MPO nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the MPO's use which may include publishing in MPO documents and distribution as the MPO deems to be in the MPO's best interests. If anything included in any deliverable limits the rights of the MPO to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The MPO reserves the right to require CONSULTANT to submit to an audit by any auditor of the MPO's choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the MPO for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the MPO to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the MPO in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the MPO's audit shall be reimbursed to the MPO by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the MPO's audit findings to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures MPO that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of MPO. CONSULTANT shall provide employee(s) capable of performing the work as required. The MPO may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the MPO through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The MPO as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the MPO in terms of competency and security concerns. No change in subcontractors shall be made without consent of the MPO. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the MPO may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:	If to MPO:
Regional Manager	MPO Executive Director
Quality Counts, LLC	Lake~Sumter MPO
8407 Laurel Fair Circle, Suite 400	1616 South 14th Street
Tampa, Florida 33610	Leesburg, Florida 34748

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A	**Scope of Services**
Exhibit B	**CONSULTANT Fee Schedule**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MPO through its MPO Governing Board, signing by and through its Chair, and by CONSULTANT through its duly authorized representative.

CONSULTANT: Quality Counts, LLC

BY: Peter Kurtz, Partner

Name: PETER KURTZ

Title: REGIONAL MANAGER

This 1ST day of January, 2016.

MPO

LAKE~SUMTER MPO, through its
GOVERNING BOARD

ATTEST:

Doris Davis

Doris Davis, Executive Assistant

Leslie Campione, Chairman

This 5 day of January, 2016.

Approved as to form and legality:

Erin E. Hartigan for

Melanie Marsh
MPO Attorney

EXHIBIT A: SCOPE OF SERVICES

Provide data collection, data reduction, mapping and report preparation services to the MPO for the Lake~Sumter MPO Annual Traffic Count Program.

Task 1: Traffic Count Data Collection and Data Reduction

- Collect traffic data/volume counts for up to 302 count locations and 332 total counts, as specified by the MPO Project Manager. It is anticipated that approximately 10% of the counts will have to be recounted, through no fault of the Consultant, due to equipment failure or damage, weather, etc. These recounts are included in this fee estimate and scope.
- All traffic data and counts collected will be conducted during a typical/average week, between 12:01 p.m. Monday and 11:59 a.m. Friday in the peak season identified as January through March. Additional make-up or recount data collection will be completed in April. Data collection will not occur on Federal holidays, days immediately prior to or following Federal holidays, or days when public schools are not in session.
- GPS locations will be provided for all data/volume count collection sites.
- Locations with ongoing construction or maintenance activities may be omitted if the count equipment cannot be adequately and safely located to collect accurate data.
- Provide resulting traffic count data in PDF format to MPO Project Manager, copying the Lake County designee for review on a weekly basis, one week after collected. The MPO and Lake County will review the data. Within one week of receipt from consultant, Lake County will provide comments to the MPO, who will all compile comments and submit to the Consultant. At the same time, Consultant will review the same count data for adequacy, accuracy and consistency through a rigorous electronic and manual quality control program. If unexplainable inconsistencies are evident in the data, the Consultant will perform the necessary recounts. If the inconsistency is also present in the recount, it will be presumed to represent existing conditions.
- Once the raw data is approved by the MPO, the Consultant will manipulate and reduce field data to: calculate the ADT using the FDOT peak season factor; calculate the system p.m. peak hour and peak hour directional volumes; and update the master data tables.

Task 2: Mapping and Summary Report

- Consultant will update the GIS maps and files for Lake County.
- The Consultant will be provided with the master tables and GIS files used in the 2015 count program to use for the current year count program. The Consultant will update the data from the counts collected and, where applicable, from the most recent FDOT count information. The Consultant will update the Lake County map books and the traffic count display maps.

Deliverables

- Consultant will deliver the following to MPO:
    - For data collection in Lake County –

      Task 1:
        - Schedule for data collection by week, schedule to be revised as necessary;
        - Traffic count data in PDF format, provided on a weekly basis, one week after collection;

- Digital draft master table that includes all reviewed current year count data;
- Digital final master table that includes all final count data;

Task 2:

- Digital draft copy and three (3) paper copies of Count Booklets/Table Summaries of counts (five years of historical data) with station counts map updated with current year data. Provide PDF and GIS files for maps. Provide PDF and Excel files for tables;
- Ten (10) CDs and ten (10) hard bound copies of the final Count Booklets/Table Summaries of counts (five years of historical data) with station counts map updated with current year data; Provide PDF and GIS files for maps. Provide PDF and Excel files for tables;
- Digital copy of current year traffic count map as developed in 2015 showing count locations with volume data only in the same style provided in previous years:
    - Digital copy and two (2) paper copies of the draft and final version of the 36" x 58" traffic count map with insets;
    - One hard copy of the draft and final 36" x 58" traffic count map with insets;
    - All related GIS files; and
    - PDF file of the map formatted for size 11" x 17";
- Traffic count map with volume breaks displayed by color change of County and State roads with five distinct colors: blue for 0 - 2499 AADT; yellow for 2500 – 4999 AADT; green for 5000 - 7999 AADT; orange for 8000 – 19999 AADT; and red for over 20000 AADT:
    - Digital copy and two (2) paper copies of the draft and final version of the 36" x 58" traffic count map
    - All related GIS files; and
    - PDF file of the map formatted for size 11" X 17";
- Google Earth® Map .kmz file of all count locations with traffic information;
- Three (3) Master File CDs that will include digital versions of all deliverables.

Project Schedule

Work will commence upon issuance of a Notice to Proceed. A kickoff meeting will be held prior to commencement of data collection. All data collection, including any necessary recounts, will be conducted between the second week of January and the second week of April for the count year. Draft tables and maps to be submitted for review by the third week of April. All final deliverables must be received on or before May 1.

EXHIBIT B: CONSULTANT FEE SCHEDULE

PRICING SECTION

For Task 1, please provide a fee for each count station type listed below. The fee should include a 10% recount rate and data reduction described in the scope of services:	
24-hour Traffic Volume Count	$95
24-hour Golf Cart Count	$100
24-hour Traffic Volume Count w/ Vehicle Classification Count	$100
48-hour Traffic Volume Count	$115

For Task 2, please provide a lump sum fee to complete the task.	$4,500