

**AGREEMENT BETWEEN
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO)
AND HDR ENGINEERING, INC.
FOR ON-CALL TRANSPORTATION AND TRAFFIC PLANNING SERVICES
RFP # 19-0908(A)**

This is an Agreement between the Lake~Sumter Metropolitan Planning Organization, a metropolitan planning organization created under Section 339.175, Florida Statutes (the "MPO") and HDR Engineering, Inc., a foreign for profit corporation authorized to do business in the State of Florida, its successors and assigns ("CONSULTANT"), regarding the providing of on-call transportation and traffic planning services by CONSULTANT to the MPO.

WITNESSETH:

WHEREAS, the MPO publicly submitted a Request for Proposal (RFP#) 19-0908, seeking firms or individuals qualified to provide on-call transportation and traffic planning services for the MPO; and

WHEREAS, 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

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, the MPO hereby engages CONSULTANT to provide on call transportation and traffic planning services for the MPO, more specifically listed in **Attachment A - Scope of Services**, attached hereto and incorporated herein. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by CONSULTANT's authorized representative and the MPO Chairman or MPO Executive Director. CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific scope agreed to by the parties by way of a task work order. **ALL TASK WORK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE MPO PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONSULTANT.**

2.2 This Agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the MPO. The MPO reserves the sole right to renew this Agreement for two (2) additional one (1) year periods. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the MPO and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the MPO.

2.3 CONSULTANT agrees that this Agreement will be an open quantity contract. The MPO does not guarantee to 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 or cost for individual project, that the MPO reserves the sole right to offer the individual project to the MPO's other consultant(s).

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

2.5 Since this is a continuing contract under the provisions of Section 287.055, Florida Statutes, individual projects authorized under this Agreement shall not exceed \$2,000,000.00 in construction costs or \$200,000.00 for study activities.

2.6 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 all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors 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 all new employees hired by the subcontractors during the term of the contract.

Article 3. Payment

3.1 Payment shall be based upon a negotiated lump sum fee, arrived at utilizing the hourly rates set forth in Consultant's Pricing, attached hereto and incorporated herein as **Attachment B**. The personnel needed for each individual project shall be determined through the Task Work Order. Upon reviewing the project specific scope, 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. The lump sum fee will be the approved total hours and related direct expenses. Subconsultant fees, if any, shall not amount to more than ten percent (10%) of the total fees for any one (1) task order.

3.2 CONSULTANT shall submit monthly invoices to the MPO. These invoices must be submitted monthly to the MPO at 225 West Guava St. Suite 211, Lady Lake, Florida, 32159. The invoices must reflect the type of service provided to the MPO. All invoices must contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods and/or services by the appropriate MPO representative. CONSULTANT may be assigned work by task work order and each task work order will be assigned a single identification number for billing purposes. CONSULTANT agrees to provide MPO each month with invoices identifying in detail the cost incurred for services performed and a detailed progress report for each specific task.

3.3 The MPO will 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 and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in **Attachment B**, 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.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the MPO upon request.

Article 4. MPO Responsibilities

4.1 MPO will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. MPO will provide to CONSULTANT all necessary and available data, photos, and documents the MPO possesses that would be useful to CONSULTANT in the completion of the required services. 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.

Article 5. Special Terms and Conditions

5.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the qualifications package, including program manager Jeff Arms, shall be available to perform the services described herein for the MPO barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the MPO. In the event the requested substitute is not satisfactory to the MPO and the matter cannot be resolved to the satisfaction of the MPO, the MPO reserves the right to terminate this Agreement.

5.3 Termination. This Agreement may be terminated by the MPO upon twenty (20) days advance written notice to the other party; but if any service under this Agreement 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 service 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 the MPO with the required twenty (20) day advance written notice, MPO shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the MPO for cause, default, error or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. In the event the MPO terminates this Agreement for cause, the MPO will notify CONSULTANT and CONSULTANT will have five (5) business days from the date of the notice to correct the default, error,

or negligent act prior to such termination taking effect. If the default, error, or negligent act is not corrected to the satisfaction of the Executive Director of the MPO within such time, this Agreement will be considered terminated.

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 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 services delivered under this Agreement.

5.4 Assignment of Agreement This Agreement shall not be assigned or sublet except with the written consent of 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 CONSULTANT of liability and obligations under this Agreement and all transactions with the MPO must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the MPO immediately. The MPO shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the MPO's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

5.5 Insurance.

A. CONSULTANT shall purchase and maintain, without cost or expense to the MPO, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the MPO, insuring CONSULTANT against claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, must be furnished by CONSULTANT to the MPO within five (5) working days of such request and must be received and accepted by the MPO prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form 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
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(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 per claim and annual aggregate of \$2,000,000.

B. The Lake~Sumter Metropolitan Planning Organization and its Governing Board shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the MPO of cancellation or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONSULTANT must provide a copy to the MPO of all policy endorsements, reflecting the required coverage, with Lake~Sumter Metropolitan Planning Organization and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation. (*Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements*).

E. Certificate 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 by the MPO.

F. Certificate holder shall be:

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION
AND ITS GOVERNING BOARD
225 W. Guava Street, Suite 211
Lady Lake, FL 32159

G. 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.

H. 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 CONSULTANT and/or sub-consultant providing such insurance.

I. CONSULTANT shall be responsible for sub-consultants, if any, and their insurance. Sub-consultants are to provide Certificates of Insurance to the MPO evidencing coverage and terms in accordance with CONSULTANT's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

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

5.6 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 certifies that no officer, agent, or employee of the MPO has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the MPO.

5.7 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 consultant, supplier or sub-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.

5.8 Indemnity. CONSULTANT shall indemnify and hold the 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. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration to indemnify, and hold the MPO, its Executive Board, its Governing Board, Executive Director, and its 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 resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.9 Independent Contractor. CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the 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.

5.10 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 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.

5.11 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.

5.12 Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the MPO's Executive Director within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services".

B. CONSULTANT shall proceed diligently with its performance as directed by the MPO, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the MPO in writing. The MPO shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, MPO or its Executive Director will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the MPO will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the MPO that the original claim stands as is. (2) If the claim is not resolved, the MPO may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the MPO against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the MPO. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services". CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the MPO may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

5.13 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 CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.14 Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services due to causes within its reasonable control. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are reported by the MPO. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

5.15 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, 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.

5.16 Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement.

5.17 Prohibition Against Contingent Fees. CONSULTANT represents 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

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

1. Keep and maintain public records required by the MPO to perform the services identified in this Agreement.
2. Upon request from the MPO'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 at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to the MPO.
4. Upon completion of the contract, transfer, at no cost, to the MPO all public records in possession of CONSULTANT or keep and maintain public records required by the MPO to perform the service. If CONSULTANT transfers all public records to the MPO upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the MPO, upon request from the MPO's custodian of public records, in a format that is compatible with the information technology systems of the MPO.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MICHAEL F. WOODS, AT LAKE~SUMTER MPO, 352-315-0170, OR VIA EMAIL AT MWOODS@LAKESUMTERMPO.COM.

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

5.19 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 three (3) 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 sub-consultants and material suppliers in connection with the work performed under this Agreement.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by 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 CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of 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 CONSULTANT.

Article 6. Miscellaneous Provisions

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. CONSULTANT waives its right to a jury trial for any action arising from this Agreement.

6.2 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.

6.3 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.

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

6.5 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.

6.6 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.

6.7 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.

6.8 With the consent of CONSULTANT, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.9 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 sub-consultants will be subject to advance review by the MPO in terms of competency and security concerns. No change in sub-consultants shall be made without consent of the MPO. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the MPO may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.10 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.

6.11 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, addressed as follows:

If to CONSULTANT:
HDR Engineering, Inc.
315 E. Robinson St., Suite 400
Orlando, Florida 32801

If to MPO:
MPO Executive Director
Lake~Sumter MPO
225 W. Guava Street, Suite 211
Lady Lake, FL 32159

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. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:

Attachment A – Scope of Services
Attachment B – Consultant Pricing
RFP 19-0908(A) – AGREEMENT BETWEEN THE LAKE-SUMTER MPO AND HDR ENGINEERING, INC. FOR ON-
CALL TRANSPORTATION AND TRAFFIC PLANNING SERVICES

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

CONSULTANT

HDR ENGINEERING, INC.

By: Christa Suf

Title: Vice President

This 12 day of March, 2019.

RFP 19-0908(A) – AGREEMENT BETWEEN THE LAKE~SUMTER MPO AND HDR ENGINEERING, INC. FOR ON-CALL TRANSPORTATION AND TRAFFIC PLANNING SERVICES

MPO

LAKE~SUMTER MPO, through its
GOVERNING BOARD

ATTEST:

Doris LeMay, Executive Assistant

Nick Girone, Chairman

This _____ day of _____, 2019.

Approved as to form and legality:

Melanie Marsh
MPO Attorney

ATTACHMENT A – SCOPE OF SERVICES

Pursuant to the terms and conditions of this Agreement, CONSULTANT agrees to provide the following transportation and traffic planning services and tasks to the MPO on an on-call basis:

All services shall be performed under the direction and to the satisfaction of the MPO. Consultant must designate a project manager for the coordination of all services under the Agreement. For each proposed task, the MPO will provide a scope and request a proposal defining the services to be provided, task manager (project manager for task work order) and staff to be assigned, projected schedule, and cost. No work must be performed prior to approval of the proposal by the MPO. The MPO reserves the right to assign Task Work Order assignments to CONSULTANT or other consultants based upon specific local or national expertise or based on a requested approach to services.

As requested by MPO, the CONSULTANT agrees to provide the following services, including, but not limited to:

- A. Review of traffic analyses related to:
 - Development of Project Traffic & Traffic Operation Studies
 - Planning and Conceptual Design of Complete Streets
 - Safety and Security Planning
 - Transportation Impact Fees
 - Concurrency
 - Proportionate Fair-Share Mitigation
 - Project Cost estimates (planning level)
 - Greenway and Trail Planning
 - Safe Access to Schools
 - School Transportation Studies
 - GPS data collection, inventory management, and GIS integration
 - Complete Streets Policy Integration
 - Multi-modal Concurrency
 - Before and after Reports
 - Data Resources Analysis and Recommendations

- B. Long Range Transportation Planning
 - Long Range Transportation Planning and LRTP Development
 - Amendments or Updates to the adopted Long-Range Transportation Plan
 - Assist with air quality and conformity requirements and development of climate action plan,
 - Corridor Preservation Study
 - Corridor Enhancement Studies
 - Feasibility Studies (all modes)

- C. Programs
 - Revenue Source Analysis
 - Economic Development Opportunities associated with transportation related projects

D. Transit

- Transit Development Plan, development and updates
- Transportation Disadvantaged Service Plan, development and updates
- Transit Operational Planning
- Preparation of Grant Applications and Materials
- Transit/paratransit planning, design and operations
- Commuter Assistance Program Development and Enhancement
- Park & Ride Program Development and Enhancement
- Regional Coordinated Human Services Transportation Plan
- GPS data collection, inventory management, and GIS integration
- Route Performance Analysis
- First Mile Last Mile Analysis
- ADA Analysis and Planning

E. Sidewalk and Trails

- Trail Planning
- Safe Routes to Schools
- Pedestrian Enhancement Planning

F. Safety

- Crash Data Management System
- Data Collection
- Data and GIS Analyses
- GPS data collection, inventory management, and GIS integration
- Roadway Safety Audits
- System wide safety Analysis

G. Air and Rail (Freight and Passenger)

- Freight and Intermodal Planning
- Passenger Studies
- Grant Applications
- New Starts/Small Starts Applications
- Alternatives Analysis
- Master Plan and Updates

H. Comprehensive Planning

- Review of Traffic Impact Analysis
- Comprehensive Plan Amendments
- Mobility Strategies and Plans
- Transportation Concurrency Exception Area plans
- Comprehensive Plan Consistency with MPO Planning Documents
- Active Transportation Planning
- Health Impact Assessment Planning
- Assist staff with Grant Applications
- Development of Preliminary Right-Of-Way Analysis
- Congestion Management Analysis
- Toll Feasibility Analysis

- I. Travel Demand Modeling
 - Running the Central Florida Regional Planning Model (CFRPM) or Other Applicable Model(s)
 - Reviewing Results from the CFRPM or Other
 - Review of Socioeconomic Data, Zonal Structure, Network and Model Input Files, and Scripts
 - Developing/Updating Socioeconomic Data (ZDATA)
 - Data and GIS Analyses

- J. Environmental Planning
 - Efficient Transportation Decision Making (ETDM) Assistance

- K. Public Involvement Plan Activities
 - Public involvement assistance including website development, newsletter production and other educational and informational materials, as necessary
 - Support Staff at Public Meetings
 - Mapping and Graphics Production
 - Preparation of Public Involvement Display and Information Materials
 - Website Material, Development and Hosting Services
 - Environmental Justice and the Underserved/Underrepresented Population analysis and reporting
 - Corridor and Sub Area Visualization Technical Assistance
 - Public Speaking and Public Involvement Activities
 - Transportation Advisors Network Development and support
 - Online Survey Tools
 - Facebook Live Segments
 - Annual State of the System Report
 - Create dashboards for MPO Planning Products
 - Public Friendly Mapping and Outreach Products
 - Development of Graphics for use in Public Involvement Activities

- L. Administration and Compliance Activities:
 - UPWP Development and Analysis
 - Operational Procedure Manual
 - Standard Operation Procedures
 - Continuity of Operations Plan Develop and Analysis
 - Time Tracking and Work Effort Documentation
 - Provides administrative support to the MPO

DBE Use

The MPO encourages Disadvantaged Business Enterprise (DBE) firms to compete for professional services projects and encourages non-DBE consultants to use DBE firms as sub-consultants. Consultant must carry out applicable requirements of 49 CFR 26 in the award and administration of this FDOT-assisted contract. However, use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultant is required to indicate their intention regarding DBE participation on the DBE Participation Statement contained in Attachment 5 to the Request for Proposal, and to submit that Statement with their Project Related Information Package.

Under 49 CFR 26.21, the MPO is required to follow the FDOT DBE goal. Currently this goal is 10.65% and is entirely race neutral. Race neutral means that the MPO can likely achieve the overall DBE % through ordinary procurement methods. Therefore, no specific DBE contract goal is applied to this project. Nevertheless, the MPO is committed to supporting the identification and use of DBEs and other small businesses and encourages the consultant to make all reasonable efforts to achieve at least a 10% goal. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by calling 850-414-4750 or visiting: <http://www.fdot.gov/equalopportunity/serviceproviders.shtm>.

Consultant must not discriminate on the basis of race, color, religion, national origin, age or sex in the award and performance of this contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Consultant must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of this contract. The recipient's DBE program, as required by 49 CFR part 26 and as approved by FDOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms must be treated as a violation of this contract. Upon notification to the recipient of its failure to carry out its approved program, the FDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

ATTACHMENT B - CONSULTANT PRICING

Personnel Category	Typical Work Task Description	Hourly Rate
Principal/Quality Manager	Oversees delivery to meet client expectations. Continually improve standards and best practices.	\$295.00
Chief Planner/Engineer	Makes decisions and recommendations that are authoritative and have far reaching impact on firm's activities.	\$265.00
Principal Planner/Engineer	Is responsible for coordinating staffing and workload through the entire project development to complete documents.	\$245.00
Senior Planner/Engineer	May plan and develop projects or design activities which have significant impact on major company programs.	\$175.00
Senior Designer/Analyst	Management responsibility of personnel and projects. Manages medium and large projects.	\$145.00
Project Planner/Engineer	Works independently or assists senior engineers on larger projects; may give direction to clerical and technical staff.	\$130.00
Senior Administrative	Compose correspondence independently.	\$120.00
Planner/Engineer Intern	Has no responsibility for management. Responsible for tasks, as assigned by project manager.	\$100.00
Graphic Designer	Has no responsibility for management. Responsible for tasks, as assigned by project manager for graphic needs.	\$90.00
Administrative	Compose correspondence with supervision.	\$70.00
Technician	Has no responsibility for management. Responsible for tasks, as assigned by project manager.	\$60.00

Pricing Notes:

1. The County guarantees no minimum quantity or dollar value of work.
2. The hourly rate for these professional services must be a single hourly rate encompassing all personnel classifications that may be required for completion of any given supplemental task under the resulting contract. This hourly rate must be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy-five (75) mile radius of Tavares, Florida).

**AGREEMENT BETWEEN
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO)
AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR ON-CALL TRANSPORTATION AND TRAFFIC PLANNING SERVICES
RFP # 19-0908(B)**

This is an Agreement between the Lake~Sumter Metropolitan Planning Organization, a metropolitan planning organization created under Section 339.175, Florida Statutes (the "MPO") and Kimley-Horn and Associates, Inc., a foreign for profit corporation authorized to do business in the State of Florida, its successors and assigns ("CONSULTANT"), regarding the providing of on-call transportation and traffic planning services by CONSULTANT to the MPO.

WITNESSETH:

WHEREAS, the MPO publicly submitted a Request for Proposal (RFP#) 19-0908, seeking firms or individuals qualified to provide on-call transportation and traffic planning services for the MPO; and

WHEREAS, 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

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, the MPO hereby engages CONSULTANT to provide on call transportation and traffic planning services for the MPO, more specifically listed in **Attachment A - Scope of Services**, attached hereto and incorporated herein. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by CONSULTANT's authorized representative and the MPO Chairman or MPO Executive Director. CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific scope agreed to by the parties by way of a task work order. **ALL TASK WORK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE MPO PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONSULTANT.**

2.2 This Agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the MPO. The MPO reserves the sole right to renew this Agreement for two (2) additional one (1) year periods. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the MPO and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the MPO.

2.3 CONSULTANT agrees that this Agreement will be an open quantity contract. The MPO does not guarantee to 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 or cost for individual project, that the MPO reserves the sole right to offer the individual project to the MPO's other consultant(s).

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

2.5 Since this is a continuing contract under the provisions of Section 287.055, Florida Statutes, individual projects authorized under this Agreement shall not exceed \$2,000,000.00 in construction costs or \$200,000.00 for study activities.

2.6 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 all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors 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 all new employees hired by the subcontractors during the term of the contract.

Article 3. Payment

3.1 Payment shall be based upon a negotiated lump sum fee, arrived at utilizing the hourly rates set forth in Consultant's Pricing, attached hereto and incorporated herein as **Attachment B**. The personnel needed for each individual project shall be determined through the Task Work Order. Upon reviewing the project specific scope, 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. The lump sum fee will be the approved total hours and related direct expenses. Subconsultant fees, if any, shall not amount to more than ten percent (10%) of the total fees for any one (1) task order.

3.2 CONSULTANT shall submit monthly invoices to the MPO. These invoices must be submitted monthly to the MPO at 225 West Guava St. Suite 211, Lady Lake, Florida, 32159. The invoices must reflect the type of service provided to the MPO. All invoices must contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods and/or services by the appropriate MPO representative. CONSULTANT may be assigned work by task work order and each task work order will be assigned a single identification number for billing purposes. CONSULTANT agrees to provide MPO each month with invoices identifying in detail the cost incurred for services performed and a detailed progress report for each specific task.

3.3 The MPO will 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 and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in **Attachment B**, 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.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the MPO upon request.

Article 4. MPO Responsibilities

4.1 MPO will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. MPO will provide to CONSULTANT all necessary and available data, photos, and documents the MPO possesses that would be useful to CONSULTANT in the completion of the required services. 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.

Article 5. Special Terms and Conditions

5.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the proposal (RFP19-0908) package, shall be available to perform the services described herein for the MPO barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the MPO. In the event the requested substitute is not satisfactory to the MPO and the matter cannot be resolved to the satisfaction of the MPO, the MPO reserves the right to terminate this Agreement.

5.3 Termination. This Agreement may be terminated by the MPO upon twenty (20) days advance written notice to the other party; but if any service under this Agreement 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 service 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 the MPO with the required twenty (20) day advance written notice, MPO shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the 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 20-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 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 services delivered under this Agreement.

5.4 Assignment of Agreement This Agreement shall not be assigned or sublet except with the written consent of 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 CONSULTANT of liability and obligations under this Agreement and all transactions with the MPO must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the MPO immediately. The MPO shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the MPO's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

5.5 Insurance.

A. CONSULTANT shall purchase and maintain, without cost or expense to the MPO, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the MPO, insuring CONSULTANT against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, must be furnished by CONSULTANT to the MPO within five (5) working days of such request and must be received and accepted by the MPO prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form 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
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(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 per claim and annual aggregate of \$2,000,000.

B. The Lake~Sumter Metropolitan Planning Organization and its Governing Board shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the MPO of cancellation or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONSULTANT must provide a copy to the MPO of all policy endorsements, reflecting the required coverage, with Lake~Sumter Metropolitan Planning Organization and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation. (*Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements*).

E. Certificate 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 by the MPO.

F. Certificate holder shall be:

LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION
AND ITS GOVERNING BOARD
225 W. Guava Street, Suite 211
Lady Lake, FL 32159

G. 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.

H. 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 CONSULTANT and/or sub-consultant providing such insurance.

I. CONSULTANT shall be responsible for sub-consultants, if any, and their insurance. Sub-consultants are to provide Certificates of Insurance to the MPO evidencing coverage and terms in accordance with CONSULTANT's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

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

5.6 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 certifies that no officer, agent, or employee of the MPO has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the MPO.

5.7 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 consultant, supplier or sub-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.

5.8 Indemnity. CONSULTANT shall indemnify and hold the 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. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration to indemnify, and hold the MPO, its Executive Board, its Governing Board, Executive Director, and its 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 resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.9 Independent Contractor. CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the 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.

5.10 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 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.

5.11 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.

5.12 Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the MPO's Executive Director within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services".

B. CONSULTANT shall proceed diligently with its performance as directed by the MPO, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the MPO in writing. The MPO shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, MPO or its Executive Director will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the MPO will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the MPO that the original claim stands as is. (2) If the claim is not resolved, the MPO may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the MPO against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the MPO. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services". CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the MPO may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

5.13 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 CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.14 Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services due to causes within its reasonable control. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are reported by the MPO. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

5.15 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, 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.

5.16 Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement.

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

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

1. Keep and maintain public records required by the MPO to perform the services identified in this Agreement.
2. Upon request from the MPO'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 at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to the MPO.
4. Upon completion of the contract, transfer, at no cost, to the MPO all public records in possession of CONSULTANT or keep and maintain public records required by the MPO to perform the service. If CONSULTANT transfers all public records to the MPO upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the MPO, upon request from the MPO's custodian of public records, in a format that is compatible with the information technology systems of the MPO.

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

RECORDS, MICHAEL F. WOODS, AT LAKE~SUMTER MPO, 352-315-0170, OR VIA EMAIL AT MWOODS@LAKESUMTERMPO.COM.

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

5.19 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 three (3) 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 sub-consultants and material suppliers in connection with the work performed under this Agreement.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by 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 CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of 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 CONSULTANT.

Article 6. Miscellaneous Provisions

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. CONSULTANT waives its right to a jury trial for any action arising from this Agreement.

6.2 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.

6.3 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.

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

6.5 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.

6.6 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.

6.7 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.

6.8 With the consent of CONSULTANT, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.9 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 sub-consultants will be subject to advance review by the MPO in terms of competency and security concerns. No change in sub-consultants shall be made without consent of the MPO. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the MPO may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.10 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.

6.11 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, addressed as follows:

If to CONSULTANT:
Kimley-Horn and Associates, Inc.
101 East Silver Springs Blvd, Ste 400
Ocala, FL 34470

If to MPO:
MPO Executive Director
Lake~Sumter MPO
225 W. Guava Street, Suite 211
Lady Lake, FL 32159

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. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:


Attachment A – Scope of Services
Attachment B – Consultant Pricing

RFP 19-0908(B) – AGREEMENT BETWEEN THE LAKE-SUMTER MPO AND KIMLEY-HORN FOR ON-CALL TRANSPORTATION AND TRAFFIC PLANNING SERVICES

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

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Title: Senior Vice President

This 5th day of March, 2019.

RFP 19-0908(B) – AGREEMENT BETWEEN THE LAKE-SUMTER MPO AND KIMLEY-HORN FOR ON-CALL TRANSPORTATION AND TRAFFIC PLANNING SERVICES

MPO

LAKE~SUMTER MPO, through its
GOVERNING BOARD

ATTEST:

Doris LeMay, Executive Assistant

Nick Girone, Chairman

This ____ day of _____, 2019.

Approved as to form and legality:

Melanie Marsh
MPO Attorney

ATTACHMENT A – SCOPE OF SERVICES

Pursuant to the terms and conditions of this Agreement, CONSULTANT agrees to provide the following transportation and traffic planning services and tasks to the MPO on an on-call basis:

All services shall be performed under the direction and to the satisfaction of the MPO. Consultant must designate a project manager for the coordination of all services under the Agreement. For each proposed task, the MPO will provide a scope and request a proposal defining the services to be provided, task manager (project manager for task work order) and staff to be assigned, projected schedule, and cost. No work must be performed prior to approval of the proposal by the MPO. The MPO reserves the right to assign Task Work Order assignments to CONSULTANT or other consultants based upon specific local or national expertise or based on a requested approach to services.

As requested by MPO, the CONSULTANT agrees to provide the following services, including, but not limited to:

- A. Review of traffic analyses related to:
 - Development of Project Traffic & Traffic Operation Studies
 - Planning and Conceptual Design of Complete Streets
 - Safety and Security Planning
 - Transportation Impact Fees
 - Concurrency
 - Proportionate Fair-Share Mitigation
 - Project Cost estimates (planning level)
 - Greenway and Trail Planning
 - Safe Access to Schools
 - School Transportation Studies
 - GPS data collection, inventory management, and GIS integration
 - Complete Streets Policy Integration
 - Multi-modal Concurrency
 - Before and after Reports
 - Data Resources Analysis and Recommendations

- B. Long Range Transportation Planning
 - Long Range Transportation Planning and LRTP Development
 - Amendments or Updates to the adopted Long-Range Transportation Plan
 - Assist with air quality and conformity requirements and development of climate action plan,
 - Corridor Preservation Study
 - Corridor Enhancement Studies
 - Feasibility Studies (all modes)

- C. Programs
 - Revenue Source Analysis
 - Economic Development Opportunities associated with transportation related projects

D. Transit

- Transit Development Plan, development and updates
- Transportation Disadvantaged Service Plan, development and updates
- Transit Operational Planning
- Preparation of Grant Applications and Materials
- Transit/paratransit planning, design and operations
- Commuter Assistance Program Development and Enhancement
- Park & Ride Program Development and Enhancement
- Regional Coordinated Human Services Transportation Plan
- GPS data collection, inventory management, and GIS integration
- Route Performance Analysis
- First Mile Last Mile Analysis
- ADA Analysis and Planning

E. Sidewalk and Trails

- Trail Planning
- Safe Routes to Schools
- Pedestrian Enhancement Planning

F. Safety

- Crash Data Management System
- Data Collection
- Data and GIS Analyses
- GPS data collection, inventory management, and GIS integration
- Roadway Safety Audits
- System wide safety Analysis

G. Air and Rail (Freight and Passenger)

- Freight and Intermodal Planning
- Passenger Studies
- Grant Applications
- New Starts/Small Starts Applications
- Alternatives Analysis
- Master Plan and Updates

H. Comprehensive Planning

- Review of Traffic Impact Analysis
- Comprehensive Plan Amendments
- Mobility Strategies and Plans
- Transportation Concurrency Exception Area plans
- Comprehensive Plan Consistency with MPO Planning Documents
- Active Transportation Planning
- Health Impact Assessment Planning
- Assist staff with Grant Applications
- Development of Preliminary Right-Of-Way Analysis
- Congestion Management Analysis
- Toll Feasibility Analysis

I. Travel Demand Modeling

- Running the Central Florida Regional Planning Model (CFRPM) or Other Applicable Model(s)
- Reviewing Results from the CFRPM or Other
- Review of Socioeconomic Data, Zonal Structure, Network and Model Input Files, and Scripts
- Developing/Updating Socioeconomic Data (ZDATA)
- Data and GIS Analyses

J. Environmental Planning

- Efficient Transportation Decision Making (ETDM) Assistance

K. Public Involvement Plan Activities

- Public involvement assistance including website development, newsletter production and other educational and informational materials, as necessary
- Support Staff at Public Meetings
- Mapping and Graphics Production
- Preparation of Public Involvement Display and Information Materials
- Website Material, Development and Hosting Services
- Environmental Justice and the Underserved/Underrepresented Population analysis and reporting
- Corridor and Sub Area Visualization Technical Assistance
- Public Speaking and Public Involvement Activities
- Transportation Advisors Network Development and support
- Online Survey Tools
- Facebook Live Segments
- Annual State of the System Report
- Create dashboards for MPO Planning Products
- Public Friendly Mapping and Outreach Products
- Development of Graphics for use in Public Involvement Activities

L. Administration and Compliance Activities:

- UPWP Development and Analysis
- Operational Procedure Manual
- Standard Operation Procedures
- Continuity of Operations Plan Develop and Analysis
- Time Tracking and Work Effort Documentation
- Provides administrative support to the MPO

DBE Use

The MPO encourages Disadvantaged Business Enterprise (DBE) firms to compete for professional services projects and encourages non-DBE consultants to use DBE firms as sub-consultants. Consultant must carry out applicable requirements of 49 CFR 26 in the award and administration of this FDOT-assisted contract. However, use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultant is required to indicate their intention regarding DBE participation on the DBE Participation Statement contained in Attachment 5 to the Request for Proposal, and to submit that Statement with their Project Related Information Package.

Under 49 CFR 26.21, the MPO is required to follow the FDOT DBE goal. Currently this goal is 10.65% and is entirely race neutral. Race neutral means that the MPO can likely achieve the overall DBE % through ordinary procurement methods. Therefore, no specific DBE contract goal is applied to this project. Nevertheless, the MPO is committed to supporting the identification and use of DBEs and other small businesses and encourages the consultant to make all reasonable efforts to achieve at least a 10% goal. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by calling 850-414-4750 or visiting: <http://www.fdot.gov/equalopportunity/serviceproviders.shtm>.

Consultant must not discriminate on the basis of race, color, religion, national origin, age or sex in the award and performance of this contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Consultant must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of this contract. The recipient's DBE program, as required by 49 CFR part 26 and as approved by FDOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms must be treated as a violation of this contract. Upon notification to the recipient of its failure to carry out its approved program, the FDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

ATTACHMENT B - CONSULTANT PRICING

Personnel Category	Typical Work Task Description	Hourly Rate
Principal	Quality Assurance and Quality Control	\$290.00
Project Manager	Overall project management and contract oversight, as well as specific tasks related to individual assignments/projects.	\$235.00
Deputy Project Manager	Assist the PM in contract oversight as well as project analysis related to: traffic reviews, LRTP, programs, transit, trails, and sidewalks etc.	\$200.00
Senior Planner	Tasks as assigned for Senior Planners and Planners will include, as appropriate, analysis related to: LRTP, transit, trails/sidewalks, safety, comprehensive planning, air/rail, environmental planning, public involvement, corridor studies, GIS, complete streets, scenic highways, etc.	\$200.00
Planner		\$175.00
Senior GIS Specialist	Tasks as assigned for Senior GIS Specialists and GIS Specialists will include, as appropriate, all major GIS mapping necessary to support each project.	\$170.00
GIS Specialist		\$135.00
Graphic Designer	Graphic Designers will provide expertise in laying out project exhibits, boards, reports, etc., as well as assist with graphics related to website creation.	\$120.00
Web Designer/Developer	Web Designer/Developers will provide expertise related to all aspects of website creation and updates/maintenance.	\$180.00
Transportation Analyst	Tasks as assigned for Transportation Analysts will include, as appropriate, analysis related to: traffic reviews, LRTP, transit, trails/sidewalks, safety, transportation demand modeling, corridor studies, GIS, ATMS, etc.	\$140.00
Senior Technician	Senior Technicians and Technicians will provide expertise and support in areas including: CAD, website development, accounting, public involvement, assist in deliverable production/oversight/layout and QC, meeting preparations, etc.	\$160.00
Technician		\$100.00
Administrative/Clerical	Assist all staff with production of deliverables as necessary.	\$80.00

Pricing Notes:

1. The County guarantees no minimum quantity or dollar value of work.
2. The hourly rate for these professional services must be a single hourly rate encompassing all personnel classifications that may be required for completion of any given supplemental task under the resulting contract. This hourly rate must be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy-five (75) mile radius of Tavares, Florida).

**AGREEMENT BETWEEN
THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO)
AND WSP USA, INC.
FOR ON-CALL TRANSPORTATION AND TRAFFIC PLANNING SERVICES
RFP # 19-0908(C)**

This is an Agreement between the Lake~Sumter Metropolitan Planning Organization, a metropolitan planning organization created under Section 339.175, Florida Statutes (the "MPO") and WSP USA Inc., a foreign for profit corporation authorized to do business in the State of Florida, its successors and assigns ("CONSULTANT"), regarding the providing of on-call transportation and traffic planning services by CONSULTANT to the MPO.

WITNESSETH:

WHEREAS, the MPO publicly submitted a Request for Proposal (RFP#) 19-0908, seeking firms or individuals qualified to provide on-call transportation and traffic planning services for the MPO; and

WHEREAS, 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

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, the MPO hereby engages CONSULTANT to provide on call transportation and traffic planning services for the MPO, more specifically listed in **Attachment A - Scope of Services**, attached hereto and incorporated herein. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by CONSULTANT's authorized representative and the MPO Chairman or MPO Executive Director. CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific scope agreed to by the parties by way of a task work order. **ALL TASK WORK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE MPO PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONSULTANT.**

2.2 This Agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the MPO. The MPO reserves the sole right to renew this Agreement for two (2) additional one (1) year periods. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the MPO and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the MPO.

2.3 CONSULTANT agrees that this Agreement will be an open quantity contract. The MPO does not guarantee to 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 or cost for individual project, that the MPO reserves the sole right to offer the individual project to the MPO's other consultant(s).

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

2.5 Since this is a continuing contract under the provisions of Section 287.055, Florida Statutes, individual projects authorized under this Agreement shall not exceed \$2,000,000.00 in construction costs or \$200,000.00 for study activities.

2.6 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 all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors 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 all new employees hired by the subcontractors during the term of the contract.

Article 3. Payment

3.1 Payment shall be based upon a negotiated lump sum fee, arrived at utilizing the hourly rates set forth in Consultant's Pricing, attached hereto and incorporated herein as **Attachment B**. The personnel needed for each individual project shall be determined through the Task Work Order. Upon reviewing the project specific scope, 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. The lump sum fee will be the approved total hours and related direct expenses.

3.2 CONSULTANT shall submit monthly invoices to the MPO. These invoices must be submitted monthly to the MPO at 225 West Guava St. Suite 211, Lady Lake, Florida, 32159. The invoices must reflect the type of service provided to the MPO. All invoices must contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods and/or services by the appropriate MPO representative. CONSULTANT may be assigned work by task work order and each task work order will be assigned a single identification number for billing purposes. CONSULTANT agrees to provide MPO each month with invoices identifying in detail the cost incurred for services performed and a detailed progress report for each specific task.

3.3 The MPO will 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 and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in **Attachment B**, 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.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's

business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the MPO upon request.

Article 4. MPO Responsibilities

4.1 MPO will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. MPO will provide to CONSULTANT all necessary and available data, photos, and documents the MPO possesses that would be useful to CONSULTANT in the completion of the required services. 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.

Article 5. Special Terms and Conditions

5.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Key Personnel. CONSULTANT agrees that each person listed or referenced in the proposal (RFP19-0908) package, shall be available to perform the services described herein for the MPO barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the MPO. In the event the requested substitute is not satisfactory to the MPO and the matter cannot be resolved to the satisfaction of the MPO, the MPO reserves the right to terminate this Agreement.

5.3 Termination. This Agreement may be terminated by the MPO upon twenty (20) days advance written notice to the other party; but if any service under this Agreement 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 service 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 the MPO with the required twenty (20) day advance written notice, MPO shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the 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 20-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 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 services delivered under this Agreement.

5.4 Assignment of Agreement This Agreement shall not be assigned or sublet except with the written consent of 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 CONSULTANT of liability and obligations under this Agreement and all transactions with the MPO must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the MPO immediately. The MPO shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the MPO's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

5.5 Insurance.

A. CONSULTANT shall purchase and maintain, without cost or expense to the MPO, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the MPO, insuring CONSULTANT against any and all insured claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, must be furnished by CONSULTANT to the MPO within five (5) working days of such request and must be received and accepted by the MPO prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form 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
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(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 per claim and annual aggregate of \$2,000,000.

B. The Lake~Sumter Metropolitan Planning Organization and its Governing Board shall be listed as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the MPO of cancellation or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONSULTANT must provide a copy to the MPO of all policy endorsements, reflecting the required coverage, with Lake~Sumter Metropolitan Planning Organization and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation, with the exception of workers' compensation and professional liability. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

E. Certificate 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 by the MPO.

F. Certificate holder shall be:
LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION
AND ITS GOVERNING BOARD
225 W. Guava Street, Suite 211
Lady Lake, FL 32159

G. 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.

H. 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 CONSULTANT and/or sub-consultant providing such insurance.

I. CONSULTANT shall be responsible for sub-consultants, if any, and to ensure that such sub-consultants are maintaining insurance during the term of this Agreement. Sub-consultants are to provide Certificates of Insurance to the MPO evidencing coverage and terms in accordance with CONSULTANT's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

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

5.6 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 certifies that no officer, agent, or employee of the MPO has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the MPO.

5.7 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 consultant, supplier or sub-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.

5.8 Indemnity. CONSULTANT shall indemnify and hold the 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. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration to indemnify, and hold the MPO, its Executive Board, its Governing Board, Executive Director, and its 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 resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.9 Independent Contractor. CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the 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.

5.10 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 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.

5.11 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.

5.12 Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the MPO's Executive Director within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

B. CONSULTANT shall proceed diligently with its performance as directed by the MPO, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the MPO in writing. The MPO shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, MPO or its Executive Director will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the MPO will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the MPO that the original claim stands as is. (2) If the claim is not resolved, the MPO may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the MPO against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the MPO. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services". CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the MPO may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

5.13 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 CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.14 Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports or other services due to CONSULTANT's negligence or causes within CONSULTANT's reasonable control. Any re-performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the MPO. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

5.15 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, 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.

5.16 Codes and Licenses. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement. In the event a federal, state and local statute, code, regulation or ordinance is modified or created during the term of this Agreement which is applicable and related to the services provided under this Agreement, the parties will jointly determine if an amendment to this Agreement is necessary.

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

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

1. Keep and maintain public records required by the MPO to perform the services identified in this Agreement.
2. Upon request from the MPO'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 at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to the MPO.
4. Upon completion of the contract, transfer, at no cost, to the MPO all public records in possession of CONSULTANT or keep and maintain public records required by the MPO to perform the service. If CONSULTANT transfers all public records to the MPO upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the MPO, upon request from the MPO's custodian of public records, in a format that is compatible with the information technology systems of the MPO.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MICHAEL F. WOODS, AT LAKE~SUMTER MPO, 352-315-0170, OR VIA EMAIL AT MWOODS@LAKESUMTERMPO.COM.

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

5.19 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 three (3) 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 sub-consultants and material suppliers in connection with the work performed under this Agreement.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by 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 CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of 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 CONSULTANT.

Article 6. Miscellaneous Provisions

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. CONSULTANT waives its right to a jury trial for any action arising from this Agreement.

6.2 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.

6.3 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.

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

6.5 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.

6.6 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.

6.7 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.

6.8 With the consent of CONSULTANT, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.9 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 sub-consultants will be subject to advance review by the MPO in terms of competency and security concerns. No change in sub-consultants shall be made without consent of the MPO. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the MPO may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.10 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.

6.11 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, addressed as follows:

If to CONSULTANT:
WSP USA Inc.
301 East Pine Street, Ste 1020
Orlando, FL 32801

If to MPO:
MPO Executive Director
Lake~Sumter MPO
225 W. Guava Street, Suite 211
Lady Lake, FL 32159

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. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:

Attachment A – Scope of Services
Attachment B – Consultant Pricing

RFP 19-0908(C) – AGREEMENT BETWEEN THE LAKE~SUMTER MPO AND WSP FOR ON-CALL TRANSPORTATION AND TRAFFIC PLANNING SERVICES

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

CONSULTANT

WSP USA INC.

By: Michelle Z Kendall

Title: Vice President, Area Manager

This 5 day of March, 2019.

**RFP 19-0908(C) – AGREEMENT BETWEEN THE LAKE-SUMTER MPO AND WSP FOR ON-CALL
TRANSPORTATION AND TRAFFIC PLANNING SERVICES**

MPO

LAKE~SUMTER MPO, through its
GOVERNING BOARD

ATTEST:

Doris LeMay, Executive Assistant

Nick Girone, Chairman

This ____ day of _____, 2019.

Approved as to form and legality:

Melanie Marsh
MPO Attorney

ATTACHMENT A – SCOPE OF SERVICES

Pursuant to the terms and conditions of this Agreement, CONSULTANT agrees to provide the following transportation and traffic planning services and tasks to the MPO on an on-call basis:

All services shall be performed under the direction and to the satisfaction of the MPO. Consultant must designate a project manager for the coordination of all services under the Agreement. For each proposed task, the MPO will provide a scope and request a proposal defining the services to be provided, task manager (project manager for task work order) and staff to be assigned, projected schedule, and cost. No work must be performed prior to approval of the proposal by the MPO. The MPO reserves the right to assign Task Work Order assignments to CONSULTANT or other consultants based upon specific local or national expertise or based on a requested approach to services.

As requested by MPO, the CONSULTANT agrees to provide the following services, including, but not limited to:

- A. Review of traffic analyses related to:
 - Development of Project Traffic & Traffic Operation Studies
 - Planning and Conceptual Design of Complete Streets
 - Safety and Security Planning
 - Transportation Impact Fees
 - Concurrency
 - Proportionate Fair-Share Mitigation
 - Project Cost estimates (planning level)
 - Greenway and Trail Planning
 - Safe Access to Schools
 - School Transportation Studies
 - GPS data collection, inventory management, and GIS integration
 - Complete Streets Policy Integration
 - Multi-modal Concurrency
 - Before and after Reports
 - Data Resources Analysis and Recommendations

- B. Long Range Transportation Planning
 - Long Range Transportation Planning and LRTP Development
 - Amendments or Updates to the adopted Long-Range Transportation Plan
 - Assist with air quality and conformity requirements and development of climate action plan,
 - Corridor Preservation Study
 - Corridor Enhancement Studies
 - Feasibility Studies (all modes)

- C. Programs
 - Revenue Source Analysis
 - Economic Development Opportunities associated with transportation related projects

D. Transit

- Transit Development Plan, development and updates
- Transportation Disadvantaged Service Plan, development and updates
- Transit Operational Planning
- Preparation of Grant Applications and Materials
- Transit/paratransit planning, design and operations
- Commuter Assistance Program Development and Enhancement
- Park & Ride Program Development and Enhancement
- Regional Coordinated Human Services Transportation Plan
- GPS data collection, inventory management, and GIS integration
- Route Performance Analysis
- First Mile Last Mile Analysis
- ADA Analysis and Planning

E. Sidewalk and Trails

- Trail Planning
- Safe Routes to Schools
- Pedestrian Enhancement Planning

F. Safety

- Crash Data Management System
- Data Collection
- Data and GIS Analyses
- GPS data collection, inventory management, and GIS integration
- Roadway Safety Audits
- System wide safety Analysis

G. Air and Rail (Freight and Passenger)

- Freight and Intermodal Planning
- Passenger Studies
- Grant Applications
- New Starts/Small Starts Applications
- Alternatives Analysis
- Master Plan and Updates

H. Comprehensive Planning

- Review of Traffic Impact Analysis
- Comprehensive Plan Amendments
- Mobility Strategies and Plans
- Transportation Concurrency Exception Area plans
- Comprehensive Plan Consistency with MPO Planning Documents
- Active Transportation Planning
- Health Impact Assessment Planning
- Assist staff with Grant Applications
- Development of Preliminary Right-Of-Way Analysis
- Congestion Management Analysis
- Toll Feasibility Analysis

- I. Travel Demand Modeling
 - Running the Central Florida Regional Planning Model (CFRPM) or Other Applicable Model(s)
 - Reviewing Results from the CFRPM or Other
 - Review of Socioeconomic Data, Zonal Structure, Network and Model Input Files, and Scripts
 - Developing/Updating Socioeconomic Data (ZDATA)
 - Data and GIS Analyses

- J. Environmental Planning
 - Efficient Transportation Decision Making (ETDM) Assistance

- K. Public Involvement Plan Activities
 - Public involvement assistance including website development, newsletter production and other educational and informational materials, as necessary
 - Support Staff at Public Meetings
 - Mapping and Graphics Production
 - Preparation of Public Involvement Display and Information Materials
 - Website Material, Development and Hosting Services
 - Environmental Justice and the Underserved/Underrepresented Population analysis and reporting
 - Corridor and Sub Area Visualization Technical Assistance
 - Public Speaking and Public Involvement Activities
 - Transportation Advisors Network Development and support
 - Online Survey Tools
 - Facebook Live Segments
 - Annual State of the System Report
 - Create dashboards for MPO Planning Products
 - Public Friendly Mapping and Outreach Products
 - Development of Graphics for use in Public Involvement Activities

- L. Administration and Compliance Activities:
 - UPWP Development and Analysis
 - Operational Procedure Manual
 - Standard Operation Procedures
 - Continuity of Operations Plan Develop and Analysis
 - Time Tracking and Work Effort Documentation
 - Provides administrative support to the MPO

DBE Use

The MPO encourages Disadvantaged Business Enterprise (DBE) firms to compete for professional services projects and encourages non-DBE consultants to use DBE firms as sub-consultants. Consultant must carry out applicable requirements of 49 CFR 26 in the award and administration of this FDOT-assisted contract. However, use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultant is required to indicate their intention regarding DBE participation on the DBE Participation Statement contained in Attachment 5 to the Request for Proposal, and to submit that Statement with their Project Related Information Package.

Under 49 CFR 26.21, the MPO is required to follow the FDOT DBE goal. Currently this goal is 10.65% and is entirely race neutral. Race neutral means that the MPO can likely achieve the overall DBE % through ordinary procurement methods. Therefore, no specific DBE contract goal is applied to this project. Nevertheless, the MPO is committed to supporting the identification and use of DBEs and other small businesses and encourages the consultant to make all reasonable efforts to achieve at least a 10% goal. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by calling 850-414-4750 or visiting: <http://www.fdot.gov/equalopportunity/serviceproviders.shtm>.

Consultant must not discriminate on the basis of race, color, religion, national origin, age or sex in the award and performance of this contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Consultant must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of this contract. The recipient's DBE program, as required by 49 CFR part 26 and as approved by FDOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms must be treated as a violation of this contract. Upon notification to the recipient of its failure to carry out its approved program, the FDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

ATTACHMENT B - CONSULTANT PRICING

Personnel Category	Typical Work Task Description	Hourly Rate
Prime Firm	WSP - Personnel Categories	
Program Manager/Sr. Technical Advisor	Manages contract program, provides technical oversight, quality control	\$257.00
Chief Planner	Manages complex planning tasks, provides senior technical direction	\$237.00
Chief Planner - Transit	Senior technical advisor for delivery of transit planning or concept design projects	\$204.00
Senior Planner	Manages planning tasks, provides technical direction	\$146.00
Project Planner	Technical production of planning reports, studies, analyses	\$121.00
Planner	Planning project production, report development, existing conditions analysis	\$110.00
Sr. Engineer - Modeling	Manages travel demand modeling tasks, provides technical oversight to modeling staff	\$219.00
Sr. Engineer - Design	Manages conceptual design projects, technical execution	\$180.00
Senior Engineer - Traffic	Manages traffic operations or modeling tasks, develops traffic studies	\$132.00
Project Engineer	Supports senior engineers with traffic studies or concept design	\$145.00
Engineer	Engineering production for concept design of corridor studies	\$137.00
Engineer Intern	Provides engineering production support to project engineers, entry level analyses	\$127.00
Intern	Entry-level production and field support	\$56.00
Administrative Assistant	Administrative support for project needs	\$74.00
Project Accountant	Financial and contract management support for program management	\$93.00
Sr. Financial Analyst	Revenue source analysis, economic development advisor	\$275.00

Pricing Notes:

1. The County guarantees no minimum quantity or dollar value of work.
2. The hourly rate for these professional services must be a single hourly rate encompassing all personnel classifications that may be required for completion of any given supplemental task under the resulting contract. This hourly rate must be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy-five (75) mile radius of Tavares, Florida).