LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: February 24, 2017	2. Contract No.: 15-0021B Effective Date: February 25, 2016
3. Contracting Officer: Susan Dugan Telephone Number: (352) 343-9768	5. Contractor Name and Address: Metro Consulting Group, LLC 604 Courtland Street, Suite 140 Orlando, Florida 32804 Attn: Dwayne Darbonne – Managing Member
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year expiring February 23, 2018.	
8. Contractor's Signature **REQUIRED** Name: Dwayne Darbonne Title: Managing Member Date: 12.15.16	9. Lake County, Florida By: 12-17- Susan Dugan Senior Contracting Officer 12-17-16 Date
10. Distribution: Original - Bid No. 15-0021B Copies - Contractor Contracting Officer	

AGREEMENT BETWEEN

THE LAKE~SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO)

AND METRO CONSULTING GROUP, LLC

FOR ON-CALL TRANSPORTATION ENGINEERING SERVICES

RSQ # 15-0021 B

This is an Agreement between the Lake~Sumter Metropolitan Planning Organization, a metropolitan planning organization created under Section 339.175, Florida Statutes, herein referred to as MPO, and Metro Consulting Group, LLC, a Florida limited liability corporation, its successors and assigns, herein referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the MPO publicly submitted a Request for Statements of Qualifications (RSQ) #15-0021, seeking firms or individuals qualified to provide on-call transportation engineering services; 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, MPO hereby engages CONSULTANT to provide on call transportation engineering services for MPO, more specifically listed in subsection 2.2 below. The CONSULTANT acknowledges and agrees that if work is assigned to the CONSULTANT, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, time for completion, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the CONSULTANT performing any of the agreed upon work.

2.2 Generally, the CONSULTANT shall be required to perform the following services as directed by the MPO via task order, to include but not be limited to the following:

- Safety studies
- Traffic Engineering
- Travel Demand Modeling
  - Running the Central Florida Regional Planning Model (CFRPM) or Other Applicable Model(s)
  - Reviewing Results from the CFRPM or Other
- Arterial Analyses

- Operational Analysis using HCS and Synchro
- Roundabout Study and Analysis Review
- Traffic Signal Warrant Study and Warrant Review
- Traffic Calming Studies
- Street Light Studies
- Congestion Management Planning
- Intelligent Transportation Systems (ITS) Plan and Implementation Assistance
- Access Management Studies and Plan Review
- Sidewalk and trail design
- Other transportation engineering tasks as needed

In addition, the CONSULTANT shall perform required technical analyses, as assigned by the MPO Executive Director, to respond to directives from the MPO, new federal and state requirements, requests from member local governments, and requests from the general public. This may include logistical support at public hearings/meetings, workshops, special graphics, brochures, pamphlets, handouts, and acting as an extension of MPO staff. Where necessary, the CONSULTANT shall review work products submitted to the MPO, assist with project management, development of project scopes of service, etc.

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

2.4 This Agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the MPO. Prior to or upon completion of the initial term of this Agreement, the MPO reserves the sole right to renew this Agreement for four (4) additional twelve (12) month periods. The 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, and any option subsequently exercised, is a MPO prerogative, and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the MPO.

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

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

2.7 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 MPO and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.8 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.

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 **Exhibit A**. The personnel needed for each individual project shall be determined once the CONSULTANT receives the Task Order. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. 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 The CONSULTANT shall submit monthly invoices by the tenth (10th) calendar day of each month to the MPO at 1616 South 14th Street, Leesburg, Florida, 34748, unless the CONSULTANT is notified in writing by MPO of a different address and location of the MPO office. Each invoice shall contain the RSQ number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate MPO representative.

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

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

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby 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. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the MPO upon request.

3.6 CONSULTANT acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

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

B. All persons, including sub-consultants, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. MPO Responsibilities

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

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

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

Article 5. Special Terms and Conditions

5.1 Qualifications. 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 by the statutes to perform the services contained herein. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications 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 the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the 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 thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the MPO until said work or service(s)/Task(s) is completed and accepted.

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

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

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

5.4 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 the CONSULTANT of liability and obligations under this Agreement and all transactions with the MPO must be through the CONSULTANT. In the event the CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, the CONSULTANT shall notify the MPO immediately. The MPO shall have the option of terminating this contract in the event the acquiring entity does not meet with the MPO's approval.

5.5 Insurance.

A. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to MPO, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, shall be furnished by CONSULTANT to the MPO and must be received and accepted by the MPO prior to execution of this Agreement and/or before any work begins.

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

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

Each Occurrence/General Aggregate	$1,000,000/$2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

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

Combined Single Limit	$1,000,000

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

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

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

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

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.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the MPO of any material change, 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.

D. Certificate(s) of insurance shall identify the RSQ number in the Description of Operations section of the Certificate.

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
1616 SOUTH 14TH STREET
LEESBURG, FL 34748

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; or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

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

I. The 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 the 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 default.

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

5.6 Conflict of Interest. CONSULTANT hereby certifies that no officer, agent, or employee of MPO has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the MPO upon consultation with its attorney.

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. The CONSULTANT shall indemnify and hold the MPO and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the 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 in the amount of ten dollars ($10.00) to indemnify, and hold the MPO, its Governing Board, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

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

5.10 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 and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and MPO recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. MPO'S alteration of CONSULTANT'S work product or its use by MPO for any other purpose shall be at MPO'S sole risk.

5.11 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 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE MPO BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the MPO. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the MPO shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the MPO. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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

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

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

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

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 the 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/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the MPO shall be the property of the MPO and will be turned over to the MPO upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the MPO are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the

CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user MPO department.

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

5.19 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 hereunder.

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

Article 6. 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 MPO, Florida.

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

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

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

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

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

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

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

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

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

6.11 With the consent of CONSULTANT, other agencies 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.

6.12 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.

6.13 The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.14 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.

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

If to CONSULTANT:
Metro Consulting Group, LLC
604 Courtland St., Suite 140
Orlando, Florida 32804

If to MPO:
MPO Executive Director
Lake~Sumter MPO
1616 South 14th Street
Leesburg, Florida 34748

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

Article 7. Scope of Agreement

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

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 Chair, and by CONSULTANT through its duly authorized representative.

CONSULTANT

METRO CONSULTING GROUP, LLC

Joseph D. Darbonne

Joseph D. Darbonne, Managing Member

This 17 day of Feb, 2016.

MPO

LAKE~SUMTER MPO, through its
GOVERNING BOARD

ATTEST:

Doris LeMay

Doris LeMay, Executive Assistant

Leslie Campione

Leslie Campione, Chairman

This 24 day of February, 2016.

Approved as to form and legality:

Erin Hartigan for

Melanie Marsh
MPO Attorney

EXHIBIT A

CONSULTANT PRICING

Metro Consulting Group, LLC Rates – One (1) Page

Gannett Fleming (Subconsultant) Rates – One (1) Page

E & E Engineers, Inc. (Subconsultant) Rates – One (1) Page

METRO
CONSULTING GROUP, LLC

BILL RATES 12/10/2015

Staff	Jobclass	METRO Bill Rate $/Hr.
Kim Elmer, PE (E&E Engineering, Inc.)	Chief Engineer	$ 170.00
Shawn Poke, EI	Engineering Intern	$ 80.00
Engineer	Engineer	$ 105.00
Dwayne Darbonne, PE	Principal Engineer	$ 225.00
Cris Schooley, PE	Project Engineer	$ 140.00
Fraser Howe, Jr., PE	Project Manager	$ 180.00
Art Thompson, AICP	Project Planner	$ 165.00
Angelica Corredor	Public Information Officer	$ 115.00
Bart Ciambella, PE	Sr. Traffic Engineer	$ 180.00
Bill Eggers, PWS, CWB	Senior Environmental Specialist	$ 155.00
Bayly Cornett II, PE	Senior Project Engineer	$ 175.00
Karina Veaudry, RLA	Senior Landscape Architect	$ 190.00
Joshua Mitchell	Landscape Designer	$ 105.00
Haley Harrison, RLA	Landscape Architect	$ 160.00
Clerk	Clerk	$ 70.00

Gannett Fleming

Lake-Sumter MPO

Wage Rates by Position

December 10, 2015

Personnel	Classification	Weighted Average	Loaded Rate
Mary Ross, PE	Chief Engineer	$78.92	$237.62
Robert Skaggs, PE	Chief Engineer		
Yongqiang Wu, PE	Chief Engineer		
Howard Glassman	Chief Planner	$78.25	$235.60
Keith Chase	Chief Planner		
Chunyu Lu	Sr. Planner	$61.82	$186.14
Hoyt Davis	Sr. Planner		
Michael Neidhart, AICP	Sr. Planner		
Phuc Duong, PE	Project Engineer	$57.30	$172.53
Nelson Mora, PE	Engineer	$40.00	$120.44
Catalina Echeverri	Designer	$31.50	$94.84
Christina Mendoza	Planner	$25.90	$77.98
Carlos Cardo, EI	Engineerning Intern	$26.55	$79.94
Alan Kaltenbaugh, EI	Engineerning Intern		
Michael Fury, EI	Engineerning Intern		
Scott Samuels, EI	Engineerning Intern		
Edward Aparicio	Eng/CADD Tech	$18.75	$56.45
Ivan Jimenez	Eng/CADD Tech	$16.00	

E & E
Engineers, Inc.

11602 Grand Bay Boulevard
Clermont, Florida 34711
Tel. 352-241-9529
E-mail. ee-engineers@cfl.rr.com

Date: January 29, 2016

Dear Mr. Darbonne:

Attached is E & E Engineers, Inc. billing rate schedule used for both public and private clients.

Billing Rates (Includes Overhead, FCCM and Operating Margin)

Classification	Unloaded Rate	Multiplier	Loaded Rate
Project Manager	$62.04	2.74	$170.00
QC Engineer	$62.04	2.74	$170.00
Senior Engineer	$48.08	2.74	$131.74
Engineer	$38.46	2.74	$105.38
Technician	$31.25	2.74	$85.63
Admin. Support	$21.63	2.74	$59.27

Should you require any additional information, please let me know.

Sincerely,

Kim W. Elmer, PE
Vice President