



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

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| TO: QUALITY COUNTS LLC 621 CARLISLE DRIVE HERNDON, VIRGINIA 20170 | DATE ISSUED: 5/8/2023 |
| | CONTRACT NO: 24-DES-R-162a |
| | CONTRACT TITLE: TRAFFIC DATA COLLECTION SERVICES |

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DES-R-162a, including any attachments or amendments thereto.

EFFECTIVE DATE: 5/8/2023
EXPIRES: MARCH 31, 2024
RENEWALS: THREE (3) ONE (1) YEAR RENEWALS REMAINING FROM APRIL 1, 2024 TO MARCH 31, 2027
COMMODITY CODE(S): 95890
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-DES-R-162a

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

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| <u>VENDOR CONTACT:</u> PETER KURTZ | <u>VENDOR TEL. NO.:</u> (503) 515-5084 |
| <u>EMAIL ADDRESS:</u> PKURTZ@QUALITYCOUNTS.NET | |
| <u>COUNTY CONTACT:</u> ANDREW MANALASTAS, DES-TRANSPORTATION | <u>COUNTY TEL. NO.:</u> (703) 228-3881 |
| <u>COUNTY CONTACT EMAIL:</u> AMANALASTAS@ARLINGTONVA.US | |

PURCHASING DIVISION AUTHORIZATION

Kaylin Schreiber Title: **Procurement Officers** Date: **5/8/2023**



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-DES-R-162a

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Quality Counts LLC ("Contractor"), an Oregon limited liability company with a place of business at 621 Carlisle Drive, Herndon, Virginia 20170 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A County of Loudoun, Virginia Contract RFQ 266784-A, and Exhibit B Contract Amendment #2 containing the Revised Pricing Table – Attachment 1 dated March 8, 2023 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by County of Loudoun, Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with County of Loudoun, Virginia. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than March 31, 2024 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the County of Loudoun, Virginia renews their agreement identified in Exhibit A the County may elect to renew this Agreement under the same contract terms for three (3) one-year renewal periods from April 1, 2024 to March 31, 2027 ("Subsequent Contract Term"). However, if the County of Loudoun, Virginia does NOT renew their

agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish traffic data collection services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Peter Kurtz, Chief Operating Officer
Quality Counts, LLC
621 Carlisle Drive
Herndon, Virginia 20170
Phone: (503) 515-5084
Email: pkurtz@qualitycounts.net

TO THE COUNTY:

Andrew Manalastas, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 900

Arlington, Virginia 22201
Phone: (703) 228-3881
Email: amanalastas@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

12. COUNTERPARTS

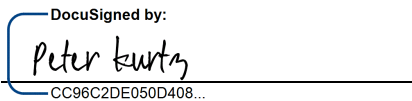
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

QUALITY COUNTS LLC

AUTHORIZED SIGNATURE:  2513E5602A3A4DE...

AUTHORIZED SIGNATURE:  CC96C2DE050D408...

NAME: kaylin Schreiber

NAME: Peter Kurtz

TITLE: Procurement Officer

TITLE: COO

DATE: 5/8/2023

DATE: 5/8/2023

EXHIBIT A

RFQ 266784-A

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE ("Agreement") for Traffic Data Collection Services ("Project") is effective on the 1st day of April 2021, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("County"), and **QUALITY COUNTS LLC** ("Contractor") (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide Traffic Data Collection Services on as needed basis in accordance with the following Contract Documents, in order of precedence: this Agreement for Service ("Agreement"); the Contractor's Proposal dated October 14, 2020 (Attachment I), and the County's Request for Proposal dated September 8, 2020 (including all addenda and attachments) (Attachment II). In the event that Attachments I or II contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings, or agreements relating to the subject matter exist amongst the parties except as expressed in the Contract Documents.

1.0 SCOPE OF SERVICES/TASKS TO BE PERFORMED

1.1 General Scope of Services:

- A. A County issued Purchase Order must be issued for each task prior to the start of work. The signed Purchase Order shall constitute the notice to proceed, unless otherwise indicated.
- B. All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances, and regulations.
- C. Coordination with other County contractors and other types of professional and non-professional services of a nature consistent with the intent of this Agreement as so directed by the County.
- D. The Contractor shall use e-Builder Construction Program Management Software. The County will purchase one (1) license for the Contractor's use and will provide training for the Contractor to ensure proficiency as recommended by e-Builder. The license and training will be provided to the Contractor at no cost. Further training for lacking proficiency will be the responsibility of the Contractor. The Contractor will be required to use e-Builder software for all project management documentation and correspondence. Contact e-Builder for further information at www.e-builder.net or 1-800-580-9322.

1.2 Data Collection Tasks

Traffic data that may be requested includes the following:

A. Turning Movement Counts Data

The turning movement counts quantify volume of traffic for each movement by the approach from which the vehicle enters and by the direction in which it leaves the intersection. Each approach into the intersection (signalized, unsignalized, and roundabout) may have multiple movements (left-turn, U-turn, through, right-turn). The data collection shall capture all traffic movements at these intersections traversed by motorists, pedestrians, bicyclists, and other non-motorized (including electric assisted personal mobility devices) transportation modes.

Typical turning movement counts shall be conducted in fifteen (15) minute increments on Tuesdays, Wednesdays, and Thursdays. However, other increment durations and data on Saturday and/or Sunday may also be requested by the Department of Transportation and Capital Infrastructure (DTCI).

Turning movement counts are usually collected from 6:30 to 9:30 AM and 4:00 to 7:00 PM on weekdays and between 11:00 AM to 1:00 PM on weekends. In addition, 12 to 24-hour turning movement counts may also be requested.

B. Pedestrian, Bicycle, and Other Non-Motorized Data:

Pedestrian, bicycle, and other non-motorized (including electric assisted personal mobility devices) transportation data collection will generally be performed at marked or unmarked crosswalks at a signalized and unsignalized intersections, mid-block crossings, or other locations requested by DTCI.

The counts shall be collected in fifteen (15) minute increments, unless otherwise requested by DTCI, on any day(s) of the week, including Saturday and Sunday.

The data is usually collected between 6:00 AM to 8:00 PM; however, other time durations may also be requested based on the project need.

Provide photos and/or graphics of the equipment location and indicate weather condition during data collection.

C. Traffic Volumes, Speed and Vehicle Classification Counts Data

Volume, speed, and vehicle classification data is generally collected to determine the number, direction, speed, and classification of vehicles at a given location. Vehicle classification consists of determining the percentages of automobiles and trucks in the traffic stream at a particular location.

The speed count information shall include but not limited to, mean, mode, median, pace, and 85th percentile speed.

The counts shall be conducted in 15-minute intervals from midnight to midnight and summarized by direction for a minimum duration of forty-eight (48) continuous hours, unless otherwise requested by DTCl.

Provide photos and/or graphics of the equipment location and indicate the weather condition during data collection.

D. Driveway Counts Data

A driveway is typically a private road that provides local access to one or a small group of residences/businesses and is owned and maintained by an individual or group.

Driveway counts are generally collected to determine the number of vehicles (including trucks, buses), pedestrians and bicyclists entering and exiting a driveway along a public roadway.

The counts shall be collected in 15-minute intervals for a minimum of twenty-four (24) hours and up to seven (7) consecutive days depending upon request.

E. Spot Speed Distribution Data

Spot speed data is generally collected to determine the free flow speed of vehicles (usually single vehicles or platoon-leading vehicles) at a particular location.

The data shall be collected in fifteen (15) minute increments during the AM and PM peak periods and/or for a minimum duration of twenty-four (24) continuous hours; unless otherwise requested by DTCl.

F. Travel Time Data

Travel time data is the amount of time required for a vehicle to travel from one particular location to another, and data collection is typically performed during peak volume hours to obtain travel characteristics while traffic is operating under loaded conditions.

Travel time data is usually collected between specific locations along the route.

G. Origin-Destination Data

Origin-destination data determines the trip patterns and travel choices of the travelling public.

The data is usually collected during the peak hours but can vary based on project needs.

H. Queue Data

Queue data is a measure of demand within or exceeding capacity, and is usually measured by the number of vehicles, or distance, from a specific point along an approach typically performed during peak volume hours.

A queue is formed when a line of stopped or nearly stopped vehicles is created by some traffic control device, notably a signal or a stop sign, or due to some movement restriction, for example a queue buildup behind a vehicle waiting for a gap in order to make a left turn.

Queue data shall be recorded in five (5) minute increments, unless otherwise requested by DTCI. The data should report the maximum and average queue lengths in terms of numbers of vehicles.

I. Parking Occupancy Data

Parking occupancy data determines the number of vehicles parked on-street/off-street at the time of peak parking demand.

The data shall be collected in five (5) minute increments, unless otherwise requested by DTCI during daylight or evening on any day(s) of the week, including Saturday and Sunday.

Provide photos of the area while conducting the parking survey.

J. Delay Data

Delay data is collected to determine the time, in seconds, that vehicles have to wait at a location, usually a stop controlled or signalized junction.

This data is typically collected for the approach with the highest estimated volume during the critical peak hours to obtain delay characteristics while traffic is operating under the heaviest conditions.

Based on project need, delay data at all approaches of an intersection may be requested.

K. Gap Data

Gap data includes the time and/or distance between vehicles passing a particular point on a roadway.

Gap data shall be collected for the AM and PM peak periods in fifteen (15) minute increments, unless otherwise requested by DTCI.

L. Saturation Flow Rate Data

Saturation flow rate data is collected at a signalized intersection by phase showing the number of vehicles, with respect to time, allowed to travel through the location during one cycle. Saturation flow rate data shall be collected for the AM and PM peak periods on the approach with the highest estimated volume.

M. Video Data

Video data shall include the collection of movements by vehicles and non-motorized transportation modes and its interactions at a fixed location such as intersections, mid-block crossing, sidewalk, pathway, or a location along a roadway/corridor.

Although, video data will typically not include any traffic data processing or tabulation, however, data extraction may be requested at a later date after reviewing the video.

1.3 County Responsibility

DTCI shall coordinate and submit all data collection requests to the Contractor. DTCI will provide location, duration, collection times and specific dates, for each data collection task to the Contractor through a secure web-portal to be set by the Contractor. DTCI will provide an approximate location for any equipment installation, if applicable.

1.4 Data Collection

A. Schedule

Unless specifically approved by DTCI, traffic counts shall not be conducted on federal holidays and during the weeks containing federal holidays, or summer months (June, July, and August). Traffic counts shall not be conducted during holiday shopping periods between Thanksgiving Day and New Year's Day, and when Loudoun County Public Schools (LCPS) are closed or not in session. Current LCPS schedules can be retrieved from their website. In addition, the data collection shall not be conducted during inclement weather (rain, snow, hail, extreme low temperature, or any combination thereof), during federal, state or local emergency situations, or if the location is being impacted from adjacent construction/maintenance work, road closures, special events, accidents, etc.

B. Equipment

The Contractor shall be responsible for providing all equipment necessary to perform the traffic data collection. The Contractor shall be responsible for providing the labor, transportation, and personal safety equipment (vests, cones, signs, etc.) necessary to safely and efficiently complete data collection. Additionally, the Contractor shall be responsible for checking the equipment deployed in the field to ensure that they remain secured and are operational. Any equipment damaged or lost during data collection shall be at the Contractor's expense.

The Contractor may use a traffic data collection equipment that best suits the roadway configuration and traffic conditions, however DTCI prefers equipment with innovative data technology such as but not limited to video, sensors, drones, and or remote collection. Additionally, the traffic counting equipment used must have advance

reporting capabilities in industry standard file formats (including CSV, PDF, UTDF, etc.) which supports direct uploading of data into traffic analysis software such as Synchro, PC-Warrants, and cloud based traffic data management software.

In order to accommodate changes in technology, DTCl will collaborate with the Contractor on a yearly basis to explore options for new equipment and methodologies for data collection tasks after the first year. It should be noted that the County shall not be responsible for any cost associated for new equipment purchased by the Offeror during the entire length of this Contract.

C. Preparation

DTCl may inspect locations where the Contractor is conducting data collection. Therefore, the Contractor shall notify DTCl a minimum of two (2) working days in advance prior to initiating data collection to coordinate inspection work. Any public concerns related to the data collection activity shall be coordinated with DTCl and it shall be the Contractor's responsibility to resolve. Upon arrival at each count location and prior to deployment, the Contractor's technicians should assess the area to determine whether or not there are any special events, closures, or any other activities that may interfere with the counting equipment or may jeopardize the reliability of the counts. The Contractor shall notify DTCl and not proceed with the count until permitted to do so by DTCl. In such cases, the count location may need to be rescheduled.

The Contractor shall determine if Virginia Department of Transportation (VDOT) or other permits are necessary to perform the work and shall obtain any permits necessary prior to beginning work. Any costs associated with permits will be the responsibility of the Contractor.

D. Quality Control

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all traffic data collection services furnished to DTCl under this proposal.

The Contractor shall review the traffic data prior to submitting data to DTCl to determine if the data collected is accurate and there were no equipment or other related issues which would make the data invalid. The Contractor shall without additional compensation repeat traffic data collection for any locations where the data submitted is determined to be inaccurate or incomplete. Revised traffic data shall be submitted to DTCl within two (2) weeks of notification of error or deficiency.

DTCl will review the data and data summary, upon receipt, and make the final decision on whether it is inaccurate or incomplete. DTCl

requires the Contractor to complete assignments within the specified period. Failure on the part of the Contractor to do this will be deemed unsatisfactory performance.

The Contractor's staff must be available for consultation with DTCL on an as-needed basis between 8:30 AM and 5:00 PM, Eastern Time, Monday through Friday.

E. Data Copyright

The Contractor shall not share the data with outside Contractors, individuals, organizations or any other entity at any time without express written consent by the County. The Contractor shall keep all related data confidential. The County owns the data and reserves the right to redistribute the data to other agencies, the private sector, and the general public. This includes the display and distribution of the data through the Internet.

F. Data Submittal, Access and Storage

The Contractor shall provide DTCL with continuous access to data collected. This access should be available through a secure web-portal that requires a username and password to be set up by the Contractor. Public File Transfer Protocol (FTP) sites or services are not acceptable. Additionally, the County may require Contractors to use e-Builder Construction Project Management Software for all project documentation and correspondence. If e-Builder is required, the County will provide one (1) license for the Contractor's use and training at no additional cost.

Traffic data counts and diagrams of counted locations shall be provided to DTCL no later than ten (10) business days after the initial data collection date. The File formats and information the Contractor may provide to DTCL include, but not limited to, the following:

- Microsoft Excel compatible format such as .xlsx (including tables and graphs), .csv (raw data only)
- Adobe Portable Document format
- A diagram showing true north arrow, details of physical layout, including features such as intersection geometry, bus stops, posted speed limit, street names, orientation, signing, lane markings, and other existing physical features that may be useful to the traffic safety studies. The diagram should also provide description of traffic conditions (incidents/accidents), lighting conditions, and weather condition over the count duration.
- Geocoded format to include GIS Shapefile, GeoJson / geodatabase and .kmz/.kml format. Geocoded points should be joined / linked to formatted count file data

- Video files in a Windows Media Center compatible format such as .mp4, .wmv, or .mov
- Geocoded Digital photographs showing count equipment installation location (longitude/latitude) and orientation.
- Standard file formats (including CSV, PDF, UTDF, etc.) which supports direct uploading of data into analysis software such as Synchro, PC-Warrants and similar.
- File formats which supports direct uploading of data into cloud-based traffic data management system software.
- Field observations and notes regarding the validity or placement of each count equipment in pdf and/or Excel format.
- A description of data collection methodology (manual, video, automated, etc.)

1.5 Contractor Selection for Each Task

The County may award an individual Task to any contractor awarded a contract. Selection of the Contractor and award of the Task will be in compliance with the following criteria:

- A. Rotational selection among all contractors, unless otherwise determined by the County;
- B. Type of project, as it relates to the contractor's experience;
- C. Size of project, as it relates to the County's independent cost estimate;
- D. Balancing of work load (Task dollar volume and contractors backlog) among contractors;
- E. Evaluation of past and current performance on Tasks of a similar nature and type of work, project size, schedule performance, etc.;
- F. Contractor's responsiveness to the County on Tasks

2.0 **TERMS AND CONDITIONS**

2.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of Director of the Department of Transportation and Capital Infrastructure or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than Director of the Department of Transportation and Capital Infrastructure or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

2.2 Term

The Contract shall cover the period from **April 1, 2021 through March 31, 2022.**

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to five (5) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months.

Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Special Indexes, all items less food and energy (unadjusted for seasonal changes) for the current twelve (12) month period.

2.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

2.4 Material Safety Data Sheets – Intentionally deleted

2.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

2.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

2.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:
Coverage A: Statutory

| | |
|--------------------------------|-------------|
| Coverage B: | \$100,000 |
| 2. General Liability: | |
| Per Occurrence: | \$1,000,000 |
| Personal/Advertising Injury: | \$1,000,000 |
| General Aggregate: | \$2,000,000 |
| Products/Completed Operations: | \$2,000,000 |
| aggregate | |
| Fire Damage Legal Liability: | \$100,000 |

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

| | |
|--------------------------|-------------|
| 3. Automobile Liability: | |
| Combined Single Limit: | \$1,000,000 |

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the

financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
- b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
- c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail

such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.8 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

2.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

2.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

2.11 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of

state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

2.12 Ethics in Public Contracting

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

2.13 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.14 Drug-free Workplace

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

2.15 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

2.16 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

2.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

2.18 Condition of Items – Intentionally deleted

2.19 Workmanship and Inspection, Employee Conduct

A. All work under this Contract shall be performed in accordance with the applicable standard of care. In the event the Consultant provides services that do not conform to the Contract Documents, the

Consultant will re-perform such services at no additional cost to the County. The Consultant will be given an opportunity to correct the deficiencies in work. If the deficiency persists beyond thirty (30) days, the County may exercise its rights to terminate the Agreement pursuant to Section 2.24 of this Agreement; provided, however, that if the Consultant is diligently pursuing a correction, the County may extend the time for the Consultant to cure the deficiency.

Additionally, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Consultant of any responsibility in meeting the Agreement requirements, and shall not constitute approval or acceptance of any work or deliverable.

- B. The Consultant and its employees shall be professional and courteous at all times. The County reserves the right to require the Consultant to remove any Consultant employee from County service who the County deems unfit for service for any reason, not contrary to law. The County will provide written notice to the Consultant identifying the employee(s) to be removed and the date by which they must be removed from the project. The Consultant shall provide an approved replacement within thirty (30) days after such notice. This right is non-negotiable and the Consultant agrees to this condition by accepting the Agreement. The parties agree to work in good faith to address impacts to the project schedule as a result of the removal of project personnel.
- C. The Consultant shall provide all of its employees working at County sites with photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Consultant **MUST** remove any employee from County service who is convicted of a felony during his or her employment

2.20 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

2.21 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Transportation & Capital Infrastructure
Attn.: Project Manager
101 Blue Seal Drive, Suite 102
Leesburg, VA 20175

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

2.22 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment

and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

2.23 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

2.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

2.25 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

2.26 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

2.27 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or if jurisdiction exists, in the U.S. District Court for the Eastern District of Virginia in Alexandria. Applicant expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Applicant expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

2.28 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

Quality Counts, LLC

Attn: Peter Kurtz

621 Carlisle Dr.
Herndon, VA 20170

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Samira Mkaimel

Via delivery method (a) or (b)

1 Harrison Street SE
Leesburg, VA 20175

Or

Via delivery method (c)

PO Box 7000
Leesburg, VA 20175

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

2.29 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

2.30 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2.31 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and

outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

2.32 Background Checks

Background checks of contractor employees and/or subcontractors may be conducted at the discretion of the County after the Contractor identifies those persons who will be working under the Agreement. When this occurs, the Contractor shall not send any workers to the job site whose information has not been provided for the County's background check. The background checks will be paid for by the County. If it is determined in the County's sole judgment, that an individual is not suitable due to the results of a background check, the County has right of refusal for that individual. If the Contractor needs to have materials delivered to the job site, deliveries from outside vendors must be approved in advance by the County Contract Administrator.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

2.33 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.

3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

2.34 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

2.35 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or

industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

2.36 Cost Proposals/ Response Time

A. The County will notify the applicable Consultant when work is required. The Consultant shall respond to the County within forty-eight (48) hours after notification. The County will then schedule a meeting with the Consultant and the proper County representatives to discuss the work required. Based upon those discussions, the Consultant shall submit to the County a lump sum cost (not to exceed) proposal to perform the work based upon their fixed hourly rates contained in the Contract. The estimate shall contain the estimated number of hours broken out by category of service, Consultant hourly rates for each category, a narrative describing work to be performed, schedule for completion of the scope of work and all non-labor related costs. All costs to complete the task must be identified in the cost proposal. No project costs are to be considered "reimbursable" and left out of the task order cost proposal. After review and acceptance of the proposal, the County will issue a purchase order to perform the work. The proposals shall be prepared at no cost to the County. Subconsultant mark-ups shall not exceed ten percent (10%).

When the scope of services involves work of such nature that the Consultant cannot reasonably estimate the time which would be required to provide the services, the County may agree to an Hourly Rate Purchase Order based on the actual hours worked times the

hourly rates indicated in the Consultant's binding fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Consultant shall submit detailed time records, documentation for other expenses, and such other evidence as the County may require supporting its billing request.

- B. For services required by the County that are not specifically identified in the Contract Labor Categories but covered under the Scope of Services, the Consultant shall submit to the County Project Manager, in the task order cost proposal, detailed costs for these services. Any additional labor categories and fixed hourly rates developed apply only to the specific task order unless added to the contract by amendment.
- C. Emergency Response: In the event of a catastrophic event or other condition where the County Administrator has declared an emergency and there exists a need to use professional engineering services to assist in resolving the emergency, the Consultant shall respond within two (2) hours of notification.
- D. Travel expenses, not including to and from the job site, must be included in the task order cost proposal if required and will be based upon the current County per diem rates.

2.37 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

2.38 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

3.0 COMPENSATION

Compensation shall be based upon the information contained in the chart below:

| Item No. | Description | UOM | Est. Annual Qty. | Unit Price |
|---|---|------|------------------|---------------------------|
| Intersection Turning Movement Counts (including U-turns, pedestrians, bicycles and trucks) – Using Video | | | | |
| 1 | Counts less than 12-hours duration | Hour | 1000 | \$45 |
| 2 | Counts of 12 hours or more duration | Hour | 500 | \$40 |
| Roundabout Turning Movement Counts (including U-turns, pedestrians, bicycles and trucks) – Using Video | | | | |
| 3 | Counts less than 12-hours duration | Hour | 200 | \$55 |
| 4 | Counts of 12 hours or more duration | Hour | 200 | \$50 |
| Pedestrian and Bicycle Data (signalized intersection, all marked and unmarked crosswalks) | | | | |
| 5 | Counts less than 12-hours duration | Hour | 500 | \$35 |
| 6 | Counts of 12 hours or more duration | Hour | 500 | \$30 |
| Pedestrian and Bicycle Data (mid-block/pathway/un-signalized intersection/unmarked crosswalk) per Location | | | | |
| 7 | Counts less than 12-hours duration | Hour | 500 | \$30 |
| 8 | Counts of 12 hours or more duration | Hour | 500 | \$30 |
| Traffic volumes, Speed & Vehicle Classification Data (bi-directional, 2-lane roadway) – Using Tubes | | | | |
| 9 | First full day (24-hour count) | Day | 50 | \$150 |
| 10 | Two full days (48-hour count) | EA | 20 | \$120 \$210 sm |
| 11 | Additional days (up to 5 additional days) | Day | 20 | \$60 |
| 12 | Complete seven-day count | Week | 10 | \$510 |
| Traffic volumes, Speed & Vehicle Classification Data (bi-directional, 2-lane roadway) – Using Sensors | | | | |
| 13 | First full day (24-hour count) | Day | 50 | \$280 |
| 14 | Two full days (48-hour count) | EA | 20 | \$380 |

Peter Kuntz
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| Item No. | Description | UOM | Est. Annual Qty. | Unit Price |
|---|---|------|------------------|------------|
| 15 | Additional days (up to 5 additional days) | Day | 20 | \$100 |
| 16 | Complete seven-day count | Week | 10 | \$900 |
| Traffic volumes, Speed & Vehicle Classification Data (bi-directional, multi-lane >2-lane roadway) – Using Sensors | | | | |
| 17 | First full day (24-hour count) | Day | 50 | \$400 |
| 18 | Two full days (48-hour count) | EA | 20 | \$500 |
| 19 | Additional days (up to 5 additional days) | Day | 20 | \$175 |
| 20 | Complete seven-day count | Week | 10 | \$1,000 |
| Traffic Volumes Data (bi-directional) - Using Sensors | | | | |
| 21 | First full day (24-hour count) | Day | 50 | \$200 |
| 22 | Two full days (48-hour count) | EA | 20 | \$300 |
| 23 | Additional days (up to 5 additional days) | Day | 20 | \$100 |
| 24 | Complete seven-day count | Week | 10 | \$800 |
| Speed Data (bi-directional) - Using Sensors | | | | |
| 25 | First full day (24-hour count) | Day | 50 | \$375 |
| 26 | Two full days (48-hour count) | EA | 20 | \$475 |
| 27 | Additional days (up to 5 additional days) | Day | 20 | \$100 |
| 28 | Complete seven-day count | Week | 10 | \$975 |
| Driveway Counts Data (bi-directional) | | | | |
| 29 | Counts less than 12-hours duration | Hour | 300 | \$35 |
| 30 | Counts of 12 hours or more duration | Hour | 300 | \$30 |

| Item No. | Description | UOM | Est. Annual Qty. | Unit Price |
|--|--------------------------|------|------------------|------------------|
| 31 | Complete seven-day count | Week | 10 | \$3360 <i>sm</i> |
| Spot Speed Distribution Data | | | | |
| 32 | Bi-directional count | Hour | 25 | \$80 |
| 33 | Speed count by direction | Hour | 25 | \$80 |
| 34 | Speed count by lane | Hour | 25 | \$80 |
| Travel Time Data (bi-directional) | | | | |
| 35 | Travel time per run | Mile | 500 | \$25 |
| Origin-Destination Data per Direction | | | | |
| 36 | Field observation | Hour | 100 | \$130 |
| 37 | Equipment | Hour | 100 | \$20 |
| Queue Data per Approach | | | | |
| 38 | Field observation | Hour | 20 | \$125 |
| 39 | Aerial (Drones, etc.) | Hour | 20 | \$300 |
| Parking Occupancy Data | | | | |
| 40 | Field observation | Hour | 500 | \$40 |
| Delay Data per Approach | | | | |
| 41 | Field observation | Hour | 20 | \$125 |
| 42 | Equipment | Hour | 20 | \$125 |
| Gap Data per Approach | | | | |
| 42 | Field observation | Hour | 20 | \$45 |

4/26/21
4/26/21

| Item No. | Description | UOM | Est. Annual Qty. | Unit Price |
|----------|---|------|------------------|------------|
| 43 | Equipment | Hour | 20 | \$45 |
| | Saturation Flow Rate Data per Approach | | | |
| 44 | Field observation | Hour | 20 | \$45 |
| 45 | Equipment | Hour | 20 | \$45 |
| | Video Data per Intersection/Location | | | |
| 46 | Counts less than 12-hours duration | Hour | 100 | \$12 |
| 47 | Counts of 12 hours or more duration | Hour | 100 | \$12 |

Note: The unit price includes total person-hours, travel time, processing time, and time on site, etc.

[SIGNATURES ON FOLLOWING PAGE]

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175
Phone: (571) 258-3820
Fax: (703) 771-5097

By: 


Name: Samira Mkaimel, CPPB

Title: Contracting Officer

Date: March 22, 2021

QUALITY COUNTS LLC

621 Carlisle Dr.
Herndon, VA 20170
Phone: (503) 515-5084
Fax: (954) 692-9086

By: 
Peter Kurtz
2021.03.19 14:39:28
-07'00'

Name: Peter Kurtz

Title: Chief Operating Officer

Date: 3/19/21

APPROVED AS TO FORM

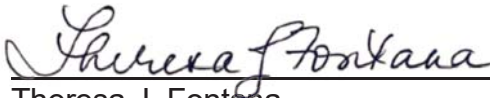
By: 
Theresa J. Fontana
Senior Assistant County Attorney

EXHIBIT B

RFQ 266784B-A

CONTRACT AMENDMENT #2

This Agreement constitutes an amendment to Contract RFQ 266784-A for Traffic Data Collection Services between the **COUNTY OF LOUDOUN, VIRGINIA** (County) and **QUALITY COUNTS LLC** (Contractor) (collectively, the parties).

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective April 1, 2023 as follows:

Pursuant to Contract paragraph 2.2 Term, the Contract will be renewed for the period of April 1, 2023 through March 31, 2024. There are three (3) one-year renewal options remaining on this Contract.

The pricing table found in Section 3.0 COMPENSATION of the Contract is replaced in its entirety with the attached and incorporated "REVISED PRICING TABLE - ATTACHMENT 1."

In all respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

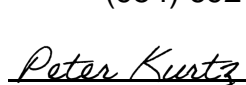
COUNTY OF LOUDOUN, VIRGINIA

QUALITY COUNTS LLC

Division of Procurement
1 Harrison St, SE, 4th Floor
Leesburg, VA 20175
Phone: (571) 258-3820
Fax: (703) 771-5097

621 Carlisle Dr.
Herndon, VA 20170
Phone: (503) 515-5084
Fax: (954) 692-9086

By: 

By: 

Name: Samira Mkaimel, CPPB

Name: Peter Kurtz


Title: Contracting Officer

Title: Chief Operating Officer

Date: March 8, 2023

Date: 3/8/23

APPROVED AS TO FORM:

By: 

Robert J. Sproul
Assistant County Attorney

REVISED PRICING TABLE - ATTACHMENT 1

| Item No. | Description | UOM | Est. Annual Qty. | Unit Price |
|-----------------|---|------------|-------------------------|-------------------|
| | Intersection Turning Movement Counts (including U-turns, pedestrians, bicycles and trucks) – Using Video | | | |
| 1 | Counts less than 12-hours duration | Hour | 1000 | \$48.67 |
| 2 | Counts of 12 hours or more duration | Hour | 500 | \$43.26 |
| | Roundabout Turning Movement Counts (including U-turns, pedestrians, bicycles and trucks) – Using Video | | | |
| 3 | Counts less than 12-hours duration | Hour | 200 | \$59.49 |
| 4 | Counts of 12 hours or more duration | Hour | 200 | \$54.08 |
| | Pedestrian and Bicycle Data (signalized intersection, all marked and unmarked crosswalks) | | | |
| 5 | Counts less than 12-hours duration | Hour | 500 | \$37.86 |
| 6 | Counts of 12 hours or more duration | Hour | 500 | \$32.45 |
| | Pedestrian and Bicycle Data (mid-block/pathway/un-signalized intersection/unmarked crosswalk) per Location | | | |
| 7 | Counts less than 12-hours duration | Hour | 500 | \$32.45 |
| 8 | Counts of 12 hours or more duration | Hour | 500 | \$32.45 |
| | Traffic volumes, Speed & Vehicle Classification Data (bi-directional, 2-lane roadway) – Using Tubes | | | |
| 9 | First full day (24-hour count) | Day | 50 | \$162.24 |
| 10 | Two full days (48-hour count) | EA | 20 | \$227.14 |
| 11 | Additional days (up to 5 additional days) | Day | 20 | \$64.90 |
| 12 | Complete seven-day count | Week | 10 | \$551.62 |
| | Traffic volumes, Speed & Vehicle Classification Data (bi-directional, 2-lane roadway) – Using Sensors | | | |
| 13 | First full day (24-hour count) | Day | 50 | \$302.85 |

| Item No. | Description | UOM | Est. Annual Qty. | Unit Price |
|---|---|------|------------------|------------|
| 14 | Two full days (48-hour count) | EA | 20 | \$411.01 |
| 15 | Additional days (up to 5 additional days) | Day | 20 | \$108.16 |
| 16 | Complete seven-day count | Week | 10 | \$973.44 |
| Traffic volumes, Speed & Vehicle Classification Data (bi-directional, multi-lane >2-lane roadway) – Using Sensors | | | | |
| 17 | First full day (24-hour count) | Day | 50 | \$432.64 |
| 18 | Two full days (48-hour count) | EA | 20 | \$540.80 |
| 19 | Additional days (up to 5 additional days) | Day | 20 | \$189.28 |
| 20 | Complete seven-day count | Week | 10 | \$1,081.60 |
| Traffic Volumes Data (bi-directional) - Using Sensors | | | | |
| 21 | First full day (24-hour count) | Day | 50 | \$216.32 |
| 22 | Two full days (48-hour count) | EA | 20 | \$324.48 |
| 23 | Additional days (up to 5 additional days) | Day | 20 | \$108.16 |
| 24 | Complete seven-day count | Week | 10 | \$865.28 |
| Speed Data (bi-directional) - Using Sensors | | | | |
| 25 | First full day (24-hour count) | Day | 50 | \$405.60 |
| 26 | Two full days (48-hour count) | EA | 20 | \$513.76 |
| 27 | Additional days (up to 5 additional days) | Day | 20 | \$108.16 |
| 28 | Complete seven-day count | Week | 10 | \$1,054.56 |
| Driveway Counts Data (bi-directional) | | | | |
| 29 | Counts less than 12-hours duration | Hour | 300 | \$37.86 |
| 30 | Counts of 12 hours or more duration | Hour | 300 | \$32.45 |

| Item No. | Description | UOM | Est. Annual Qty. | Unit Price |
|----------|--|------|------------------|------------|
| 31 | Complete seven-day count | Week | 10 | \$3,634.18 |
| | Spot Speed Distribution Data | | | |
| 32 | Bi-directional count | Hour | 25 | \$86.53 |
| 33 | Speed count by direction | Hour | 25 | \$86.53 |
| 34 | Speed count by lane | Hour | 25 | \$86.53 |
| | Travel Time Data (bi-directional) | | | |
| 35 | Travel time per run | Mile | 500 | \$27.04 |
| | Origin-Destination Data per Direction | | | |
| 36 | Field observation | Hour | 100 | \$140.61 |
| 37 | Equipment | Hour | 100 | \$21.63 |
| | Queue Data per Approach | | | |
| 38 | Field observation | Hour | 20 | \$135.20 |
| 39 | Aerial (Drones, etc.) | Hour | 20 | \$324.48 |
| | Parking Occupancy Data | | | |
| 40 | Field observation | Hour | 500 | \$43.26 |
| | Delay Data per Approach | | | |
| 41 | Field observation | Hour | 20 | \$135.20 |
| 42 | Equipment | Hour | 20 | \$135.20 |
| | Gap Data per Approach | | | |
| 42 | Field observation | Hour | 20 | \$48.67 |
| 43 | Equipment | Hour | 20 | \$48.67 |

| Item No. | Description | UOM | Est. Annual Qty. | Unit Price |
|-----------------|---|------------|-------------------------|-------------------|
| | Saturation Flow Rate Data per Approach | | | |
| 44 | Field observation | Hour | 20 | \$48.67 |
| 45 | Equipment | Hour | 20 | \$48.67 |
| | Video Data per Intersection/Location | | | |
| 46 | Counts less than 12-hours duration | Hour | 100 | \$12.98 |
| 47 | Counts of 12 hours or more duration | Hour | 100 | \$12.98 |