



# LAKE COUNTY FLORIDA

## MODIFICATION OF CONTRACT

1. Modification No.: 1  Effective Date: see description below	2. Contract No.: 13-0206  Effective Date: 8 May 13
3. Contracting Officer: B. Schwartzman  Telephone Number: (352) 343-9424	5. Contractor Name and Address:  Littlejohn Engineering Associates, Inc. Attn: Mr. Leonard E. Arnold, Jr., Principal 1615 Edgewater Drive, Suite 180 Orlando, FL 32804
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 <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , 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:  Reference paragraph 2, entitled "Term; Renewal", of the subject contract. It is hereby recognized that Part 2 of the work to be performed has not been completed through no fault of the vendor, and that such effort may be required during the on-going review/approval process. The contract term is therefore extended to reflect a potential completion date of June 1, 2015. No other changes are involved in this modification.	
8. Contractor's Signature <b>REQUIRED</b>  Name: <u>[Signature]</u> Title: <u>Principal</u> Date: <u>11/4/2014</u>	9. Lake County, Florida  By: <u>[Signature]</u> Senior Contracting Officer <u>[Signature]</u> Date
10. Distribution:  Original - Contract No. 13-0206 Copies - Contractor Contracting Officer Depts.: Growth Management	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES  
 P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
 Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN  
 District 1

SEAN M. PARKS, AICP, QEP  
 District 2

JIMMY CONNER  
 District 3

LESLIE CAMPIONE  
 District 4

WELTON G. CADWELL  
 District 5



LAKE COUNTY  
FLORIDA

May 15, 2013

Littlejohn Engineering Associates, Inc.  
Attn: Mr. Leonard E. Arnold, Jr., Principal  
1615 Edgewater Drive, Suite 180  
Orlando, FL 32804

Subject: Contract 13-0206, Wellness Way Sector Plan

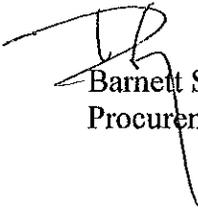
Dear Mr. Arnold:

Attached please find a signed original contract between Lake County, Florida and your firm in support of the subject project. Your firm will be contacted shortly by the primary County representative for the project regarding commencement of project effort. Please ensure that your most current certificate of insurance has been received and approved by the County prior to commencement of any specific project effort.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9424 or [bschwartzman@lakecountyfl.gov](mailto:bschwartzman@lakecountyfl.gov).

We look forward to working with you and anticipate our mutual success on this project.

Sincerely,

  
Barnett Schwartzman  
Procurement Services Manager

Original: Littlejohn Engineering Associates, Inc.  
Copy: County Attorney  
Growth Management, Mr. Brian Sheahan  
Contract File

PROCUREMENT SERVICES | A division of the Department of Fiscal and Administrative Services  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343-9839 • F 352.343-9473  
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**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
LITTLEJOHN ENGINEERING ASSOCIATES, INC. FOR  
WELLNESS WAY SECTOR PLAN  
RFP #13-0206**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", by and through its Board of County Commissioners, and Littlejohn Engineering Associates, Inc., a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as "Consultant".

**WITNESSETH:**

**WHEREAS**, the County has publicly submitted a Request for Proposals (RFP), #13-0206, for procurement of a firm to prepare and provide a Wellness Way Sector Plan covering an area located in South Lake County; and

**WHEREAS**, the Consultant desires to perform such services subject to the terms of this Agreement; and

**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:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **TERM; RENEWAL.** The term of this Agreement shall begin on May 7, 2013 and continue through May 6, 2014. It is anticipated that Part 1 of the Scope of Services will be completed in 180 calendar days from the date the Notice to Proceed is issued. Revisions and provision of a final version pursuant to Part 2 of the Scope of Services that incorporates all revisions and comments from reviewing parties shall be completed within 90 calendar days after the Consultant receives the revisions from the County. The review cycle for the initial plan shall occur within 60 calendar days thereafter.
3. **SCOPE OF SERVICES.** On the terms and conditions set forth in this Agreement, the County hereby engages the Consultant to provide the services identified in **Exhibit A**, attached hereto and incorporated herein by reference.
4. **MAXIMUM CONTRACT AMOUNT.** The Consultant shall be paid an amount not to exceed **\$224,925.51** to perform the Scope of Services. The Contract Amount per Task shall be as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, hereinafter the Schedule of Fees.

5. **PAYMENT.**

(a) **Schedule of Fees.** County agrees to pay the Consultant for the Scope of Services the amount provided in the Schedule of Fees and incorporated herein by this reference. Nothing herein shall prevent the County from reducing the level of service provided in the event that funding for the services is reduced. If the level of service is reduced, the contract amount will be reduced accordingly.

(b) **Maximum Contract Amount.** In no event shall the total amount to be paid by County pursuant to this Contract exceed the amounts stated herein without the written agreement of the County.

(c) **Procedure for Invoicing.** The County shall provide periodic payments for the Tasks specified and priced in the Schedule of Fees. Invoices shall be submitted within thirty (30) calendar days of the completion of a Task in duplicate to Amye King, Director, Department of Growth Management, , at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP 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 County representative.

(d) **Time of Payment by County.** The County 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 the Consultant may be considered in default of contract and the contract may be terminated.

(e) **Additional Information.** The County may request additional documentation from the Consultant prior to payment of any invoice or bill from the Consultant. The County may disallow and deduct any cost for which proper documentation is not provided.

(f) **Receipt of Payment by Consultant as Waiver Against COUNTY.** The acceptance by the Consultant, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of the County from any and all claims, demands, or causes of action whatsoever that the Consultant, its successors, or assigns may have against the County or in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

(g) **Subconsultants.** In the event the Consultant utilizes any subconsultant for the furnishing of Services, then upon request by the County, the Consultant shall provide to the County copies of billings and other invoices which may be received from any such subconsultant and, in addition, the Consultant will obtain releases from time to time in favor of the County from any subconsultant for work so performed by that subconsultant. The County shall have the right from time to time to directly contact and discuss with the subconsultant any work performed by that subconsultant under this Contract, but the County shall not have any liability or obligation to any subconsultant.

(h) **Annual Budget Amount.** The Consultant is aware that the County adopts an annual budget which will provide for the payment of the Consultant under this Contract, and the Contract is subject to the adoption by County of the annual budget.

(i) **Hourly Rates.** Any hourly rates quoted shall be deemed to provide full compensation to the Consultant for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The Consultant shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this agreement, and any other applicable laws of the State of Florida. If overtime is allowable under this agreement, it will be covered under a separate item.

## 8. CONSULTANT'S OBLIGATIONS.

(a) **Furnishing of Materials and Labor.** The Consultant shall, for the consideration set forth herein, and at its sole cost and expense, as an independent consultant, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services.

(b) **Standard of Care.** The Consultant shall furnish, provide or fulfill its obligations under this Contract in a professional manner to the reasonable satisfaction of the duly authorized representatives of the County, who shall have, at all times, full opportunity to monitor the services performed under this Contract.

(c) **Compliance with Applicable Requirements.** The Consultant shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth herein, including but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The Consultant in this regard understands that the County is a public agency which receives both federal and state funding and, if applicable, the performance by the Consultant shall be subject to any applicable rules and regulations promulgated by those funding sources.

(d) **Payment of Taxes and Fees.** The Consultant shall pay license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder. The County is exempt from payment of Florida sales and use taxes. The County will sign an exemption certificate submitted by the Consultant, if requested. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials. The County reserves the right to "direct buy" any materials to be furnished by the Consultant under the Contract Documents and, if the County so submits, then the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for the County to directly purchase those materials, for the contract amount to be reduced by the amount of the purchase price paid by the County for said materials, for those materials to be physically acquired and/or delivered to the Consultant, who will install them or deliver them as provided in the Contract Documents, with full warranties regarding those materials as if those materials were purchased from the Consultant. Any bonds furnished by the Consultant will apply to those materials.

(e) **FICA.** The Consultant shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act benefits with respect to this Contract.

(f) **Permits and Approvals.** Unless otherwise expressly set forth in the Contract, the Consultant shall be responsible to secure, at the Consultant's expense, all necessary permits, licenses and approvals. The Consultant shall promptly furnish copies of all such permits and approvals to the County as and when obtained.

(g) **Tests and Inspections.** The Consultant shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

(h) **Indemnification.** The Consultant understands that in performing the Services hereunder it will be responsible for the consequences of its own actions. Therefore, the Consultant agrees that it will indemnify, defend and hold harmless the County as well as the County's commissioners, officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of each of the foregoing from, against and in respect of all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and judgments (at equity or at law) and damages whenever accruing (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) arising out of or related to the Consultant's negligent performance of the Services hereunder, including, without limitation, any acts or omissions with respect thereto.

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

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

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

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

Combined Single Limit

\$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts 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 County responsible for any payment or compensation.

Employers 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

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

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the Consultant's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Consultant to certify compliance, on the certificate of insurance, with all of the above requirements, then the Consultant is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE  
 BOARD OF COUNTY COMMISSIONERS.  
 P.O. BOX 7800  
 TAVARES, FL 32778-7800

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

The Consultant shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the prime Consultant evidencing coverage and terms in accordance with the Consultant's requirements.

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

The County 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 subconsultant providing such insurance.

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

Neither approval by the County of any insurance supplied by the Consultant or Subconsultant(s), nor a failure to disapprove that insurance, shall relieve the Consultant or Subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

(j) **Public Funding/Additional Terms or Conditions.** In the event that the County obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Florida Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the Consultant comply with any rules and regulations promulgated by that funding agency. The County has attempted to identify in the RFP and the Contract the source of funding available to the County as well as any requirements of any such funding agency, but, in any event, the Consultant will be required to comply with any requirements imposed by the funding agency. The Consultant specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the Consultant, **provided, however,** if said requirement is not contained in the RFP or the Contract and said requirement is both material and would impose on the Consultant a material burden, then the Consultant would be entitled to submit to the County a change order for any additional cost of compliance by the Consultant.

(k) **Additional Information.** The Consultant, at the request of the County, shall further provide to the County such other information as the County may reasonably request from time to time. Further, the Consultant shall at the County's request meet and have its employees and representatives meet with the County from time to time, regarding any of the Services to be rendered under the Contract.

(l) **E-verify.** Consultant acknowledges and agrees that 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:

1. All persons employed by the Consultant during the term of this Agreement to perform employment duties within Lake County; and
2. All persons, including subconsultants, assigned by the Consultant to perform work pursuant to the contract.

(m) **Key Consultant Personnel.** The Consultant represents in executing this Agreement that each person listed or referenced in the Consultant's proposal submitted in response to RFP 13-0206 is available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the Consultant shall 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 County. In the event the requested substitute is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to terminate this Agreement for cause.

**9. NO DISCRIMINATION/REQUIREMENTS.** Neither the Consultant nor any of its subconsultants shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of this Contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the County deems appropriate.

#### **10. PUBLIC RECORDS.**

(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 County shall be the property of the County and will be turned over to the County 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 County 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 five (5) 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 County 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 County nonexclusive, royalty free rights to use any and all information provided by the Consultant in any deliverable and/or report for the County's use which may include publishing in County

documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**10. COUNTY PROPRIETARY INFORMATION.** The Consultant may, by virtue of this Contract, come into possession of certain non-publicly available information relating to County, which information may or may not be proprietary to County (the "**Information**"). In any event, the Consultant agrees that any such Information is solely for the purpose of enabling the Consultant to fulfill its duties and obligations under this Contract, and the Consultant may not use any such Information for any other purpose whatsoever without the express, written permission of County. By way of illustration and not limitation, any such Information may not be used by the Consultant in submitting a Request for Proposal for any other purpose, whether to County or to any other third party. Upon the expiration or termination of the Contract, the Consultant will return to County any proprietary Information and will not, without County's prior written approval, keep or maintain any copies or transcripts thereof.

**11. TERMINATION.**

(a) **Default by Consultant.** County may, in its sole and absolute discretion, by written notice of default to the Consultant, terminate all or any part of this Contract if (i) the Consultant fails to perform the Services described herein, within the time specified herein or any extension hereof; or (ii) if the Consultant fails to satisfy any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as County may in its sole discretion authorize in a writing signed by the County Procurement Manager) after receipt of notice from the County specifying such failure. In the event that County elects to waive its remedies for any breach by the Consultant of any covenant, term or condition of this Contract, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. In the event of termination for default, the County may procure another vendor to provide the services and the Consultant shall bear all costs of such re-procurement.

(b) **Termination by County for Convenience.** This Contract may be terminated by County in its absolute discretion, in whole or in part, whenever County shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a notice of termination by County to the Consultant, signed by the County's Procurement Manager or other official, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective; provided, however, that the Consultant shall be given a minimum of thirty (30) days' notice written notice. The Consultant shall be paid its costs, including contract closeout costs, and profit on Services performed by the Consultant up to the effective date of Contract termination. The Consultant shall promptly submit its claim for final payment to County.

(c) **Termination Due to Unavailability of Fund.** When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent

fiscal year, the contract shall be cancelled and the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered hereunder.

(d) **Remedies for Default by Consultant.** If this Contract is terminated by County for default by the Consultant, County shall, except as otherwise expressly set forth in the Contract Documents, retain any and all remedies available for it against the Consultant, all of which remedies shall be cumulative. By way of illustration and not limitation, the County may proceed to obtain the remaining Services from another third party and thereby recover from the Consultant any "excess costs" incurred by County in so doing.

**13. DISPUTE RESOLUTION.** If there is any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "**Legal Dispute**"), the parties agree that the County shall have the sole and exclusive discretion to elect which of the means set forth below that the County and the Consultant shall use to settle the Legal Dispute. At the sole discretion and option of the County, the parties shall attempt to resolve any Legal Dispute by one or more of the following means (with the exception that (c) and (d) below are mutually exclusive) and abide by the provisions thereto:

(a) **Informal Meeting Between the Parties.** If the County decides that the parties should initially attempt to resolve the Legal Dispute informally, then the parties agree to a meeting between the County and the Consultant's CEO (or other such officer with equivalent binding authority) whereby both parties try in good faith to settle the dispute and reach an agreement. Any meeting required hereunder shall take place within the geographic boundaries of Lake County.

(b) **Mediation.** If the County decides that the parties should attempt to resolve the Legal Dispute by mediation, then the parties agree to try in good faith to settle the dispute by mediation which shall follow the practices and procedures as set forth by the Circuit Court of Lake County Florida, subject to the Florida Rules of Appellate Procedure 9.700-9.740 and conducted by a Florida Supreme Court Certified Mediator before resorting to judicial action. Any such mediation shall be held in Lake County, Florida. Arbitration shall not be permitted.

(c) **Court of Law.** If the County decides that a Legal Dispute should be resolved in a court of law, then any action, suit or proceeding arising in conjunction with the Legal Dispute shall be brought exclusively in the Fifth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division, as appropriate.

Nothing in this Section shall in any way limit the right of the County to terminate this Contract under **Section 12** hereof.

**14. NOTICES.** All notices shall be made to the addresses listed provided below:

(a) The Consultant's primary point of contact for daily operations of the Services pursuant to this Contract is: Leonard E. Arnold, Jr., Principal, 1615 Edgewater Drive, Suite 180, Orlando, Florida 32804. Consultant's primary telephone number I (407) 975-1278 and email is [larnold@leaine.com](mailto:larnold@leaine.com). The Consultant may appoint other individuals upon written notice to, and

approval by, County. The Consultant shall provide written notice to County promptly with respect to any changes to the aforesaid contact information.

(b) As of the date hereof, County designates Amye King, Director Department of Growth Management, whose address is P.O. Box 7800, Tavares, Florida 32778 (the "**Project Manager**") with respect to the Consultant's performance of this Contract, and who will also serve as the primary point of contact for operational issues. The primary phone number is (352) 343-9787 and email is [aking@lakecountyfl.gov](mailto:aking@lakecountyfl.gov). The County may change such designation upon written notice to the Consultant. Copies of any notices required hereunder shall be additionally sent to the County Manager at P.O. Box 7800, Tavares, Florida 32778.

(c) The Project Manager, and all other officers, employees, executives, agents and representatives of the County have only such authority to act on behalf of and bind the County to the extent granted to such individuals by the Lake County Board of County Commissioners, and no apparent authority of any such individuals shall be binding upon the County. No individual shall have the authority to act pursuant to this Contract or to modify or amend this Contract except in accordance with the County's Procurement Policies and Procedures, and such other policies and procedures that may be adopted by the County pursuant thereto. No such action, modification or amendment shall be valid or binding upon County, if the authorizing representative of County has exceeded the authority actually granted to such individual by the Board of County Commissioners.

#### 15. MISCELLANEOUS.

(a) **Governing Law.** The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law.

(b) **Waiver Of Jury Trial.** EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

(c) **Assignment by Consultant.** County has selected the Consultant to render the Services based in substantial part on the personal qualifications of the Consultant; as such, the Consultant may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of County, which consent may be granted or withheld in the sole discretion of County. Any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of the Consultant, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this Contract subject to the

consent of County. The Consultant may utilize subconsultants as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of County shall be void, *ab initio*, and shall not release the Consultant from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

(d) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

(e) **Number And Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(f) **Multiple Counterparts.** This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

(g) **Survival.** Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

(i) **No Third-Party Beneficiary.** It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

(j) **Right to Audit.** The County reserves the right to require Consultant to submit to an audit by any auditor of the County'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 County for five (5) years following expiration of the Agreement. Consultant agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subconsultant agreement entered into by the Consultant in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Consultant to the County 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 County's audit shall be reimbursed to the County 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 County's audit

findings to the Consultant.

16. **Amendment of Contract.** This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Consultant specifically is aware and understands that any material or substantial change to this Contract may require written approval of County for any such change to be valid.

17. **Sovereign Immunity.** The Consultant understands and is aware that County is a political subdivision of the State of Florida and is, therefore, entitled to the benefits of "sovereign immunity" in accordance with Florida Law, including Section 768.28, *Florida Statutes*. In that regard, nothing contained in this Contract or in any of the dealings between the Consultant and the County shall at any time be deemed to be or in any event be a waiver by the County of the provisions of sovereign immunity which waiver, to be effective at all, must be expressly and specifically approved by the County. Accordingly, no document executed by any COUNTY representative will be effective in any way to waive or modify the provisions of sovereign immunity in connection with COUNTY.

18. **Entire Agreement.** This Contract, including the Contract Documents referenced above, together with any Exhibits or attachments hereto constitutes the entire agreement between the parties, and incorporates all discussions between the parties. This Contract may not be amended or modified except by a writing signed by the party to be charged.

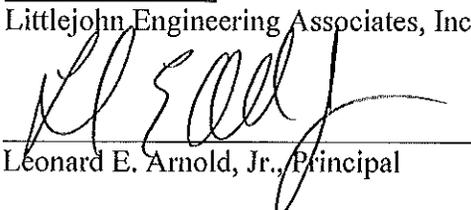
19. **Exhibits.** The following exhibits are attached hereto and incorporated by reference as material parts of this Agreement:

Exhibit A: Scope of Services  
Exhibit B: Schedule of Fees

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 7 day of May, 2013, and by CONSULTANT through its duly authorized representative.

**CONSULTANT**

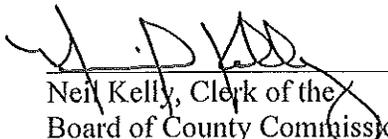
Littlejohn Engineering Associates, Inc.

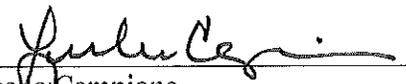
  
Leonard E. Arnold, Jr., Principal

Agreement between Lake County and Littlejohn Engineering Associates, Inc. for Wellness Way Sector Plan; RFP 13-0206

COUNTY

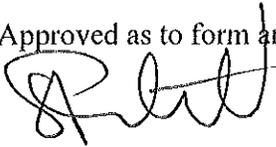
ATTEST:

  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

  
Leshe Campione  
Chairman

This 8<sup>th</sup> day of May, 2013.

Approved as to form and legality:

  
Sanford A. Minkoff  
County Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

**WELLNESS WAY SECTOR PLAN**  
**STATEMENT OF WORK**

**Introduction**

Lake County seeks to utilize the provisions of Section 163.3245 Florida Statutes to develop a sector plan for a physical area referred to as "Wellness Way" (hereinafter "Wellness Way Sector Plan"). The Wellness Way Sector Plan is intended to create an immediate opportunity for significant economic development and job creation and is comprised of approximately 16,200 non-contiguous acres proximate to US 27, SR 50 and SR 429 in Lake County near the existing population centers. The Wellness Way Sector Plan shall be initiated and completed consistent with Section 163.3245, Florida Statutes.

The consultant shall have demonstrated experience with Developments of Regional Impact and/or Sector Plans in the Central Florida Region. The proposal shall clearly demonstrate this experience as well as demonstrate experience in the following areas:

1. Land use analysis.
2. Regional economic development.
3. Transportation planning and funding.
4. Rural/agricultural lands study or analysis.
5. Environmental resource management analysis.

The project shall involve the following types of meetings, studies, and analysis as indicated in the balance of this Statement of Work.

**Part I. Development of Long term Master Plan**

A long-term master plan pursuant to this section must incorporate the input received at the Scoping Meeting held on November 1, 2012 (summary provided as Attachment 4 to this RFP). The master plan shall include maps, illustrations, and text supported by data and analysis to fully address the following specific tasks numbered 1 through 8:

**Task 1. Master Planning.** A Master Planning map and data series for the identified planning period that, at a minimum, generally:

- a. Depicts areas of urban, agricultural, rural, and conservation land uses;
- b. Identifies allowed uses in various parts of the planning area;
- c. Specifies maximum and minimum densities and intensities of use;
- d. Specifies the projected population within the Sector Planning area during the planning period (Section 163.3245(3)(a) Florida Statutes); and
- e. Provides the general framework for the development pattern in developed areas with graphic illustrations based on a hierarchy of places and functional place-making components.

**Task 2. Transportation Analysis:** Identification and integration of the existing and needed transportation facilities for the Sector Planning Area including, but not limited to:

- a. Evaluation and identification of immediate opportunities and potential funding of east-west connections from US 27 to SR 429;
- b. Identification of the road network needed to serve the future land uses both inside and outside the Sector Planning Area (specifically to include a road network between the County line and SR 429);
- c. Identification of existing and needed facilities in the long-term master plan and methods for integration into the Long Range Transportation Plan;
- d. Interconnected and accessible pedestrian and bicycle network to connect to existing and new trail networks; and
- e. Identification of long term private and public funding mechanisms for needed facilities and/or improvements.

**Task 3. Public Facilities & Services Analysis.** Provide a general identification and inventory of regionally significant public facilities necessary to support the proposed future land uses, including but not limited to:

- a. Central utilities necessary for the planning area;
- b. Public service facilities including, but not limited to, parks, schools, and fire services necessary to support the future land uses;
- c. Active Parks necessary to support the future land uses consistent with the Parks Master plan and the Trails Master plan; and
- d. Policies shall be provided that set forth the funding mechanisms and procedures to be used to mitigate the impacts of future land uses on public facilities.

**Task 4. Water Supply Analysis.** A general identification of the water supplies needed and inventory of available sources of water, including water resource development and water supply development projects, funding for infrastructure and water conservation measures needed to meet the projected demand of the future land uses in the long-term master plan.

**Task 5. Natural Resources Analysis.** A general identification of regionally significant natural resources within the planning area based on the best available data and policies setting forth the procedures for protection or conservation of specific resources consistent with the overall conservation and development strategy for the planning area.

**Task 6. Economic Analysis.**

- a. Provide a Needs Analysis by industry type of industries most suited for the area; and
- b. Analyses of the jobs to housing balance, including: housing mix, ratio of rental vs. market units, and price points needed to support a healthy economic base for Lake County.

**Task 7. Development of Objectives and Policies.** Development of general principles, objectives, and guidelines for the Sector Plan based on data and analysis, addressing:

a. Urban form

- i. Enhance prospects for job creation by providing adequate opportunity for manufacturing, health/wellness, research (including agricultural), service industries and accessory uses necessary to support them;
- ii. Provide for interrelationships of future land uses to create quality communities of a design that promotes travel by multiple transportation modes;
- iii. Provide for land uses complimentary to those planned within the region;
- iv. Provide a range of housing types that support and enhance the potential economic development uses, including mixed uses;
- v. Limit urban sprawl;
- vi. Protect wildlife and natural areas;
- vii. Provide minimal site development standards necessary to support the Master Plan;
- viii. Evaluate the connectivity of proposed future land uses with areas adjacent to the Sector Planning Area; and
- ix. Demonstrate fiscally efficient use of land and infrastructure.

b. Economic Development.

- i. Promote economic development and job creation;
- ii. Support existing Lake County Industries;
- iii. Provide policies that support a balanced jobs-to-housing ratio within the region; and
- iv. Provide policies that attract and support targeted industries.

c. Transportation

- i. Optimize mobility through policies designed to create an interconnected, multi-modal transportation system, including the following elements:
  1. Reduction of vehicle trips (VT) and vehicle miles traveled (VMT) through the use of compact and transit-oriented development;
  2. A general internal capture transportation network and community design principles to foster mixed use and economic development.
- ii. Provide an interconnected and accessible golf cart path network accessible to bicycle and pedestrians connecting any residential components to each other and also to commercial, institutional, and recreational hubs in the community. connections to existing and planned external trail networks shall be included.
- iii. Provide an interconnected, accessible pedestrian and bicycle network connecting to existing trail networks; and
- iv. Reduction of vehicle trips (VT) and vehicle miles traveled (VMT) through the use of compact and transit-oriented development.

d. Environment

- i. Encourage the interconnectivity of recreation areas and open space;
- ii. At a minimum, identify high recharge areas and wetlands and other areas to be protected according to federal, state and local regulations;
- iii. Identify, protect, and avoid when possible, federal and state listed species and key natural areas and wildlife habitat(s), including wildlife corridors, in accordance with federal, state, and local regulations; and
- iv. Manage, protect, and as appropriate, restore lands identified for permanent reclamation of significant natural areas through recordation of conservation easements consistent with Section 704.06 Florida Statutes, which shall be phased or staged in coordination with Detailed Specific Area Plans to reflect phased or staged development within the planning area;

e. Community Design

- i. Create a hierarchy of place;
- ii. Promote compact design;
- iii. Create neighborhoods that would provide a broad range of housing options varying in size, style, cost and type of ownership; and
- iv. Encourage location of neighborhood schools and parks within close proximity to housing.

f. Intergovernmental Coordination.

Identify general procedures and policies to facilitate intergovernmental coordination to address extra-jurisdictional impacts from the future land uses.

**Task 8. Preparation of Initial Draft Master Plan**

- a. Review existing objectives and policies of the Lake County 2030 Comprehensive Plan and provide suggested amendments to facilitate the implementation of the Wellness Way Sector Plan in a form consistent with the Comprehensive Plan;
- b. Create a draft Comprehensive Plan Amendment to support adoption of the Wellness Way Sector Plan, including a Long-Range Conceptual Framework Map, and draft necessary additions to the Capital Improvements Element demonstrating funding methods to be used for needed infrastructure and services for inclusion in the 2030 Comprehensive Plan;
- c. Upon completion of all efforts dictated above, the vendor shall provide an initial draft Wellness Way Sector Plan in hard and soft copy form for review and comment by County Staff;
- d. Upon receipt and incorporation of County staff comments, the vendor shall conduct public workshops in conjunction with the County, a minimum of three (3) are anticipated; and

- c. Upon completion of the public workshops, the vendor shall provide a final draft Sector Plan in hard and soft copy form for supplemental review and comment.

**Part 2 Preparation and Provision of Final Version of the Sector Plan:** This Part 2 effort comprises the full effort required to convert the final draft sector plan into the final form of the plan. This shall include the presentation of reports and amendments necessary for adoption of the sector plan goals, objectives and policies. A minimum of one public workshop with the Board of County Commissioners shall be held prior to transmittal of the proposed sector plan. The County shall approve any required revisions, and the vendor shall then prepare and provide the Sector Plan in final form in hard and soft copy formats suitable for incorporation and adoption into the 2030 Lake County Comprehensive Plan. The vendor shall prepare and present the proposed amendments for the transmittal and adoption hearings in coordination with county staff. The vendor shall respond to any objections, recommendations and comments from the public, outside agencies and/or the Department of Economic Opportunity after transmittal, or adoption, of the initial plan by the County. All soft copy maps and supporting data shall be provided in ESRI<sup>®</sup> ArcMap Shapefile electronic format in the State Plane East NAD 83 projection with complete metadata. All soft copy data tables shall be provided in Microsoft<sup>®</sup> Office Excel format. All soft copy documents shall be provided in Microsoft<sup>®</sup> Word format.

## EXHIBIT B

### SCHEDULE OF FEES

#### Wellness Way Sector Plan

**Item 1:** Performance and completion of all effort assigned to the vendor that is associated with performance and completion of tasks 1 through 8 as described within Part 2 of RFP Section 2, Statement of Work:

Task 1:	\$ <u>141.73</u>	blended hourly rate	x	<u>170</u>	proposed hours	=	\$ <u>24,094.10</u>	ext price
Task 2:	\$ <u>141.73</u>	blended hourly rate	x	<u>177</u>	proposed hours	=	\$ <u>25,086.21</u>	ext price
Task 3:	\$ <u>141.73</u>	blended hourly rate	x	<u>114</u>	proposed hours	=	\$ <u>16,157.22</u>	ext price
Task 4:	\$ <u>141.73</u>	blended hourly rate	x	<u>86</u>	proposed hours	=	\$ <u>12,188.78</u>	ext price
Task 5:	\$ <u>141.73</u>	blended hourly rate	x	<u>118</u>	proposed hours	=	\$ <u>16,724.14</u>	ext price
Task 6:	\$ <u>141.73</u>	blended hourly rate	x	<u>206</u>	proposed hours	=	\$ <u>29,196.38</u>	ext price
Task 7:	\$ <u>141.73</u>	blended hourly rate	x	<u>98</u>	proposed hours	=	\$ <u>13,889.54</u>	ext price
*Task 8:	\$ <u>141.73</u>	blended hourly rate	x	<u>314</u>	proposed hours	=	\$ <u>44,503.22</u>	ext price
		* Includes monthly client meetings; 4 workshops						
		Total of all extended pricing for completion of tasks 1 through 8:					\$ <u>181,839.59</u>	

**Item 2:** Performance and completion of all effort assigned to the vendor within RFP Section 2 (Statement of Work) that is associated with the preparation and provision of the final Plan and related documentation. This effort shall include any and all revisions to the Plan that are required to secure all levels of required approval as described in the Statement of Work.

\$ 141.73 blended hourly rate x 304 proposed hours = \$ 43,085.92 extended price

**GRAND TOTAL PRICE FOR ITEMS 1 THROUGH 2 ABOVE:** \$ 224,925.51

**Pricing Directions:**

The responding vendor is to insert the following entries in the spaces provided above:

- Blended hourly rate: insert the blended hourly rate(s) proposed by the vendor to cover all performance of all effort required under the Statement of Work for the specific task being completed. This rate shall include all pricing necessary to perform the entirety of the stated effort to include, but not be limited to, all travel and administrative costs.
- Proposed Hours: insert the total quantity of hours proposed by the vendor for completion of all effort required under the Statement of Work for the specific task/sub-task being completed.
- Task and Sub-Task extended pricing: insert the correct extended price for all task and sub-task effort (blended composite hourly rate x proposed hours). The extended price entered by the vendor for each task, sub-task, and for the project as a whole shall represent the firm fixed price for the specified effort. The vendor will be authorized to bill at the specified extended prices upon completion of each task/sub-task as described in provision 1.7 of this solicitation.
- Grand Total: insert the total of the extended prices for items 1 and 2.

**Pricing Notes:**

- Responding vendors are advised that duration of performance is not governed by the total hours proposed by the vendor for any of the above line items. Unless other action is specifically approved by the County in advance, any and all additional effort required to properly complete any specific task or sub-task after the full level of proposed hours proposed for that task or sub-task have been expended, is the responsibility of the vendor without further remuneration by the County for that task/sub-task.
- The vendor is advised that the task and sub-task proposed hour quantities proposed by the vendor will be evaluated by the County as a matter of determining/confirming the realism and understanding of the full scope of each task/sub-task to be performed evidenced in the vendor's proposal.