



Board of County Commissioners Meeting Agenda

District #1
John E. Manning

District #2
Cecil L Pendergrass
Chair

District #3
Larry Kiker
Vice Chair

District #4
Vacant

District #5
Frank Mann

Roger Desjarlais
County Manager

Andrea R. Fraser
Interim County Attorney

October 22, 2013

If you plan to address the Board, please complete a blue "Request for Comment" card (located on the table outside the Chamber entrance) or you can submit your comment electronically by clicking [here](#). Completed cards should be returned to the Staff table at the right of the podium prior to the start of the meeting. All back up for this agenda is available on the Internet at <http://www.lee-county.com>. **PLEASE NOTE:** The Board may take action in its capacity as the Port Authority or Government Leasing Corporation.

**COMMISSION CHAMBERS, 2120 MAIN STREET, FORT MYERS, FLORIDA
9:30 AM**

Invocation: Pastor Matt Booher, Emmanuel Baptist Church

Pledge of Allegiance

Ceremonial Presentations

Recap

Public Comment on the Consent and Administrative Agenda

Consent Agenda

- Items to be pulled for discussion by the Board
- Motion to approve balance of items
- Consideration of items pulled for discussion

Administrative Agenda

Walk-ons and Carry-overs

Commissioners' Items/Committee Appointments

County Manager Items

County Attorney Items

Public Presentation of Matters by Citizens

Adjourn

9:30 AM CEREMONIAL PRESENTATION

1. Ceremonial presentation recognizing Friends of Library Week. (#20130861-Commissioner Kiker)
2. Ceremonial presentation recognizing Care Enough to Wear Pink Days. (#20130868-Commissioner Pendergrass)
3. Presentation of the 3rd Quarter 2013 Employee Length of Service Awards. (#20130825-Human Resources)

CONSENT AGENDA

1. COUNTY ADMINISTRATION

A) **ACTION REQUESTED/PURPOSE:**

Approve an advance of \$3,186,000 to the Tax Collector for Ad Valorem commission fees for Fiscal Year 2013-2014 per Florida Statutes 192.102 and 218.36. (#20130853-COUNTY MANAGER)

FUNDING SOURCE:

Fund – General Fund; Program – Tax Collector Fund Collection Fees; Project – Advance funds for operating expenses during the first 2 months of FY2013-2014 to be repaid when ad valorem monies are collected.

WHAT ACTION ACCOMPLISHES:

Provides operating funds necessary for the first two months of FY 2013-2014 in anticipation of commissions earned from Ad Valorem monies collected and distributed.

MANAGEMENT RECOMMENDATION:

Approve.

2. COMMUNITY DEVELOPMENT

3. CONSTRUCTION AND DESIGN

4. COUNTY COMMISSIONERS

5. COUNTY LANDS

6. HUMAN SERVICES

7. INDEPENDENT

A) **ACTION REQUESTED/PURPOSE:**

A) Award Service Provider Agreement for CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR to Aon Consulting, Inc., operating as Aon Hewitt. This is a five year contract for which the consultant will be paid an annual not to exceed fee of \$175,000. This is a negotiated fee which is a 7% reduction from the current provider's cost of \$189,000 per year.

B) Authorize the Chair to sign on behalf of the Board the accompanying Service Provider Agreement. (#20130838-HUMAN RESOURCES)

FUNDING SOURCE:

Fund – Premium Funded Group Medical Self-Insurance; Program – Human Resources – Health.

WHAT ACTION ACCOMPLISHES:

Provides Lee County with a Consultant that will advise on the most responsible process for the purchase and administration of the County's health, dental, life, disability and vision plans.

MANAGEMENT RECOMMENDATION:

Approve.

B) **ACTION REQUESTED/PURPOSE:**

Request Board approve Interlocal Agreement in the amount of \$885,996 with the City of Bonita Springs for fixed route bus service. This service is budgeted in the FY13-14 budget and the City will contribute towards the cost of the service located within the City of Bonita Springs in the amount of \$171,306, FDOT will fund \$319,314 and Lee County Transit will fund \$395,376. (#20130834-TRANSIT)

FUNDING SOURCE:

Revenue and Expense has been funded in LeeTran's FY13-14 Operating Budget.

WHAT ACTION ACCOMPLISHES:

Provides funding from the City of Bonita Springs in the amount of \$171,306 for bus service in Bonita Springs.

MANAGEMENT RECOMMENDATION:

Approve.

7. **INDEPENDENT**

C) **ACTION REQUESTED/PURPOSE:**

(A) Approve the award of Formal Quotation B-130585 Equipment Rental for a period of one year with the option to renew for four additional one year periods to the following vendors with a local presence: Florida Tent of SW FL, Inc. (DBE); Cummins Power South, LLC; Flagler Construction Equipment, LLC; Gan of Fort Myers, Inc. dba Creative Events & Rentals/Taylor Rental; GS Equipment, Inc.; Hertz Equipment Rental Corporation; Kelly Tractor Co.; Neff Rental LLC; Southern Gulf Equipment Rental & Sales Inc.; Sunbelt Rentals, Inc.; United Rentals(North America), Inc.; and, also approve non-local vendor Global Rental Co. Inc. at discounted prices they have made available either by CD-Rom or Flash Drive. The total estimated annual expenditure under this Quote will be \$700,000.00.

(B) Grant the Procurement Director, with County Administration approval, the authority to renew this agreement for four additional one-year periods, at the same terms and conditions, if doing so is in the best interest of Lee County.

(C) Authorize the Chair to sign Rental Agreements entered under the terms of this Quote.

(D) Authorize the Procurement Director, with County Administration approval to grant annual price increases in accordance with the contract provisions.

(E) Authorize the Procurement Director, with County Administration approval, to add new products and vendors through negotiation. (#20130839-PROCUREMENT MANAGEMENT)

FUNDING SOURCE:

This project is Countywide therefore each department is responsible for monitoring their own funding.

WHAT ACTION ACCOMPLISHES:

Allows County Departments to obtain the use of certain equipment when it's needed at a reasonable price. This bid is utilized by Parks, Utilities, DOT, Solid Waste, Community Development, Public Safety and other County departments and divisions to rent equipment of all types and sizes ranging from jackhammers to earthmovers. It serves as a source for fill-in equipment when County-owned equipment is being serviced and as an alternative to purchasing new equipment that we may not have a long term need for. It also provides out of the area vendors that can be used during a disaster.

MANAGEMENT RECOMMENDATION:

Approve.

8. **NATURAL RESOURCES/SOLID WASTE**

A) **ACTION REQUESTED/PURPOSE:**

1. Approve the franchisee's request to change the name of the solid waste and recycling collection franchise contractor: Choice Environmental Services of Lee County, Inc. ("Choice" owned by Waste Services of Florida, Inc.), to: "Progressive Waste Solutions of FL, Inc." following the change of the company name in June 2013.

2. Authorize the Chairman and the Solid Waste Division to sign all necessary documents, as appropriate, to complete the transfer/name change of the franchise collection agreement (e.g. insurance, bond, guarantee, etc.). Waste Services of Florida, Inc. currently holds the solid waste and recycling collection contract for service area no. 4 (Lee County Contract No. 5188). The company changed its name on June 4, 2013 to Progressive Waste Solutions of FL, Inc. and will be known locally as "Progressive Waste Solutions of FL". (#20130845-SOLID WASTE)

FUNDING SOURCE:

No funds required.

WHAT ACTION ACCOMPLISHES:

Confirms the Board's approval to transfer/change name of the Solid Waste and Recycling Collection Franchise Contract No. 5188 and the contracted operating company (Choice/Waste Services of Florida, Inc.) to the surviving entity Progressive Waste Solutions of FL, Inc.

MANAGEMENT RECOMMENDATION:

Approve.

9. **PARKS AND RECREATION**

10. **PUBLIC SAFETY**

11. **PUBLIC WORKS ADMINISTRATION**

12. **TRANSPORTATION**

A) **ACTION REQUESTED/PURPOSE:**

A) Award project B-130393 BEN C. PRATT/SIX MILE CYPRESS LANDSCAPE & IRRIGATION PROJECT FROM DANIELS PARKWAY TO COLONIAL BOULEVARD to the lowest responsive, responsible bidder meeting all bid requirements, Hannula Landscape & Irrigation, Inc., in the not-to exceed amount of \$628,110.39.

B) Grant the DOT Director, with County Administration approval, the discretion to approve a 10% contingency expenditure in the amount of \$62,811.04, if doing so is in the best interest of the County, for a total potential contract amount of \$690,921.43.

C) Authorize Chair to execute agreement upon receipt.

D) Grant the Procurement Director, with County Administration approval, the authority to act on behalf of the Board in the event of non-compliance to proceed to the next qualified contractor or re-advertise this project. (#20130821-TRANSPORTATION)

FUNDING SOURCE:

Fund – Capital Improvement; Program – Capital Project; Projects – Six Mile Cypress Landscaping. Funds are available in the FY 2012/13 CIP.

WHAT ACTION ACCOMPLISHES:

Provides a landscape and irrigation contractor for the Ben C. Pratt / Six Mile Cypress Landscape & Irrigation Project From Daniels Parkway To Colonial Boulevard. Maintenance for one year is also included in the total award amount.

MANAGEMENT RECOMMENDATION:

Approve.

13. **UTILITIES**

14. **COUNTY ATTORNEY**

15. **HEARING EXAMINER**

16. **CONSTITUTIONAL OFFICERS**

A) **ACTION REQUESTED/PURPOSE:**

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's website, www.leeclerk.org by accessing the BoCC Minutes and Documents link. (#20130872-FINANCE)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Florida Statute Chapter 136.06(1) requires that all County disbursements be recorded in the Minutes of the Board.

MANAGEMENT RECOMMENDATION:

Compliance with the requirements of FS 136.06(1).

B) **ACTION REQUESTED/PURPOSE:**

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 30 thru October 4, 2013: October 1, 2013 (Regular). (#20130873-MINUTES)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011.

MANAGEMENT RECOMMENDATION:

Approve.

17. **PORT AUTHORITY AND OTHER GOVERNING BOARDS**

ADMINISTRATIVE AGENDA

1. COUNTY ADMINISTRATION
2. COMMUNITY DEVELOPMENT
3. CONSTRUCTION AND DESIGN
4. COUNTY COMMISSIONERS
5. COUNTY LANDS
6. HUMAN SERVICES
7. INDEPENDENT
8. NATURAL RESOURCES/SOLID WASTE
9. PARKS AND RECREATION
10. PUBLIC SAFETY
11. PUBLIC WORKS ADMINISTRATION
12. TRANSPORTATION
13. UTILITIES
14. COUNTY ATTORNEY
15. HEARING EXAMINER
16. CONSTITUTIONAL OFFICERS
17. PORT AUTHORITY AND OTHER GOVERNING BOARDS

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130861

ACTION REQUESTED/PURPOSE:

Ceremonial presentation recognizing Friends of Library Week.

FUNDING SOURCE:

WHAT ACTION ACCOMPLISHES:

MANAGEMENT RECOMMENDATION:

Departmental Category: CPI

Meeting Date: 10/22/2013

Agenda:

Ceremonial

Requirement/Purpose: *(specify)*

- Statute
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner: All

Department: COUNTY COMMISSIONERS

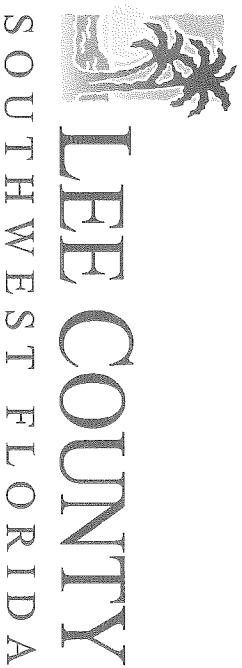
Division: No Divisions

By:

Background:

11. Required Review:

12. Commission Action:



The Board of County Commissioners

RESOLUTION

Whereas, Friends of the Lee County Libraries raise money that enables our libraries to move from good to great -- providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year; and

Whereas, the work of the Friends highlights on an on-going basis the fact that our libraries are a cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

Whereas, the Friends understand the critical importance of well funded libraries and advocate to ensure that our libraries receive the resources needed to provide a wide variety of services to all ages including access to print and electronic content, along with expert assistance in research, readers' advisory and children's services; and

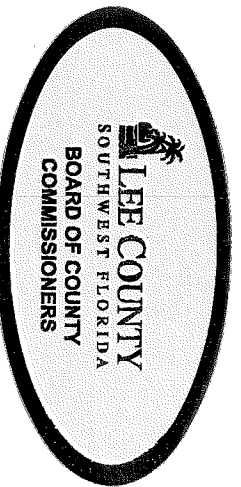
Whereas, the Friends' gift of their time and commitment to the libraries sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of County Commissioners of Lee County, Florida does hereby proclaim October 20-26, 2013 as:

FRIENDS OF LIBRARY WEEK

in Lee County and urges everyone to join the Friends of the Library and thank them for all they do to make our libraries and community a better place.

Duly executed this 22nd day of October 2013.



BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

Chairman

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130868

ACTION REQUESTED/PURPOSE:

Ceremonial presentation recognizing Care Enough to Wear Pink Days.

FUNDING SOURCE:

WHAT ACTION ACCOMPLISHES:

MANAGEMENT RECOMMENDATION:

Departmental Category: CP2

Meeting Date: 10/22/2013

Agenda:

Ceremonial

Requirement/Purpose: *(specify)*

- Statute
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner: Cecil L Pendergrass

Department: COUNTY COMMISSIONERS

Division: No Divisions

By:

Background:

11. Required Review:

12. Commission Action:



LEE COUNTY
SOUTHWEST FLORIDA

The Board of County Commissioners

RESOLUTION

- Whereas, Guardians of the Ribbon Inc. is an Arizona non-profit organization consisting of public safety professionals and leaders in the community whose sole purpose is raising awareness for the fight against cancer; and
- Whereas, in September 2007 the Pink Heals Tour began encouraging public safety professionals, local leaders, and citizens throughout the community to wear pink in honor of all women and to join forces to help them in their fight against cancer; and
- Whereas, the spirit of this campaign is to fight for those who have lost the ability to fight for themselves; asking for public support, and raising understanding and awareness to all citizens; and
- Whereas, anything is possible when people devote themselves to a cause that does so much good and benefits so many; and
- Whereas, the Cares Enough to Wear Pink campaign honors all women and recognizes the need to come together as a collective group; and help with the fight against cancer, reminding future generations that people who are not affected by an illness can come together for those who are.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of County Commissioners of Lee County, Florida, does hereby proclaim October 25-27, 2013, as

CARE ENOUGH TO WEAR PINK DAYS

in Lee County and urges all citizens to recognize and support the efforts of Guardians of the Ribbon, Inc., Lee County EMS, and the Southwest Florida Professional Firefighters and Paramedics Local 1826.

Duly executed this 22nd day of October 2013.



**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**

Chairman

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130825

ACTION REQUESTED/PURPOSE:

Presentation of the 3rd Quarter 2013 Employee Length of Service Awards.

FUNDING SOURCE:

WHAT ACTION ACCOMPLISHES:

MANAGEMENT RECOMMENDATION:

Departmental Category: CP3

Meeting Date: 10/22/2013

Agenda:

Ceremonial

Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner: All

Department: HUMAN RESOURCES

Division: No Divisions

By: Christine Brady

Background:

11. Required Review:

<i>Christine Brady</i>	<i>Andrea Fraser</i>	<i>Reginald Kantor</i>	<i>Peter Winton</i>	<i>Peter Winton</i>	
HUMAN RESOURCES	County Attorney	Budget Analyst	Budget Services	County Manager	

12. Commission Action:

LENGTH OF SERVICE REPORT				
3rd Quarter	LOS YEAR: 2013			
<u>Last Name</u>	<u>First Name</u>	<u>Ann Date</u>	<u>Yrs of</u>	<u>Department</u>
Kennedy	Kris	7/17/2003	10	Animal Services
Maguire	Karen L	7/21/1988	25	County Lands
Schwartz	Holly	8/23/1993	20	County Manager
Sammons	William	9/11/2003	10	D C D Development Svcs
Samuels	Tracy	9/18/2003	10	D C D Development Svcs
Nance	Lillian	7/14/1988	25	D C D Development Svcs
Martin	Aaron	8/21/2003	10	D C D Environmental
Richards	Antia	9/10/1998	15	D C D Planning
Miller	Bryan	8/19/1993	20	D O T Engineering
Young	James	7/3/2008	5	D O T Operations
Lang	Aaron	8/28/2008	5	D O T Operations
Flint	Daniel	9/11/2008	5	D O T Operations
Rees	Todd	9/11/2008	5	D O T Operations
Musselman	William	9/11/2008	5	D O T Operations
Mullen	Joseph	9/11/2008	5	D O T Operations
Andrews	Brian	9/25/2008	5	D O T Operations
Gallegos	Timothy	9/25/2008	5	D O T Operations
Speed	Wimberly	9/11/2003	10	D O T Operations
Busbee	Douglas	7/30/1998	15	D O T Operations
Frahm	Chad	9/10/1998	15	D O T Operations
Rotondo	Michael	9/17/1998	15	D O T Operations
Schaufler	Kristen	7/17/2008	5	D O T Tolls
Lacy	Garrett	8/28/2008	5	D O T Tolls
Cline	Candy	8/18/1988	25	D O T Tolls
Carswell	Robert	8/28/2008	5	D O T Traffic
Nelson	James	9/4/2003	10	D O T Traffic
Buck	James	9/11/2008	5	Facilities Management
Sepulveda	Leonides	7/24/2003	10	Facilities Management
Smith	Janice	7/21/1983	30	Human Resources
Sims	Stacy	7/3/2008	5	Human Services
Paxton	Debra	8/14/2008	5	Human Services
Lawyer	George	7/23/1998	15	Human Services
Chapman	Colleen	8/28/2008	5	Internal Services
McWilliam	Amy Jane	7/24/2003	10	Library
Strausbaugh	Jennifer	7/11/2003	10	Library
Highfill	Terry	8/28/2003	10	Library
Schandorsky	Debra	8/13/1998	15	Library
Grace	Suzanne	7/30/1998	15	Library
Simon	Mindi	9/9/1993	20	Library
Weissborn	Elaine	9/30/1993	20	Library
Martin	Bradley	8/28/2008	5	Natural Resources

Armstrong	Rickey	7/11/2003	10	Natural Resources
Mason	Stephen	9/17/1998	15	Natural Resources
Brooks	Jesse	4/10/2008	5	Parks And Recreation
Sites	Jennifer	8/28/2008	5	Parks And Recreation
Gurri	Anibal	6/12/2003	10	Parks And Recreation
Thomas	Ursula	5/1/2003	10	Parks And Recreation
Bates	Sandra	6/24/1993	20	Parks And Recreation
Slawson	Terry	6/2/1988	25	Parks And Recreation
Debacker	Joseph	9/1/1988	25	Parks And Recreation
McClure	Alma	9/11/2008	5	Public Safety
Cohan	Bradley	9/11/2008	5	Public Safety
Montano	Erik	9/11/2008	5	Public Safety
Santangelo	Guido	9/11/2008	5	Public Safety
Segovia	Hernan	9/11/2008	5	Public Safety
Formosa	Jared	9/11/2008	5	Public Safety
Turano	Michael	9/11/2008	5	Public Safety
Stubbe	Richard	9/11/2008	5	Public Safety
Liesen	Sara	9/11/2008	5	Public Safety
Phillips	Scott	9/11/2008	5	Public Safety
Holmes	Kiersten	9/25/2008	5	Public Safety
Depasquale	Tracy	9/18/2003	10	Public Safety
McFee	James	7/24/2003	10	Public Safety
Llerena	Rebecca	9/18/2003	10	Public Safety
Hamel	Michael	7/24/2003	10	Public Safety
Gronski	Alicia	9/18/2003	10	Public Safety
Teague	Michelle	9/24/1998	15	Public Safety
Gunn	Juliana	9/24/1998	15	Public Safety
Matthews	Sharon	8/26/1993	20	Public Safety
Veltman	Kenneth	8/25/1988	25	Public Safety
Fleming	Allan	9/25/2008	5	Solid Waste
Morgan	Charles	7/31/2008	5	Solid Waste
Gonzalez Riveron	Rolando	7/3/2003	10	Solid Waste
Buchanan	Constance	9/4/2003	10	Sports Development
Gulotta	Kathleen	9/11/2008	5	Transit
Toledo	Everlinda	9/25/2008	5	Transit
Viera	Pedro	8/14/2003	10	Transit
Riche	Roger	9/18/2003	10	Transit
Hedrick	Thomas	7/24/2003	10	Transit
Goyette	Paul	8/7/2003	10	Transit
Delgado	Diana	7/24/2003	10	Transit
Addeo	Dolores	9/18/2003	10	Transit
Wells	James	8/14/2008	5	Utilities
Cook	Stephen	8/28/2008	5	Utilities
Williams	Deborah	9/11/2008	5	Utilities
Huges	Pamela	6/26/2003	10	Utilities
Simmons	Wilfred	6/26/2003	10	Utilities
McGovern	Jeffrey	6/26/2003	10	Utilities
Fuzi	Kristopher	7/11/2003	10	Utilities
Hinkle	Michael	7/3/2003	10	Utilities

Balogh	Bradley	8/28/2003	10	Utilities
Daniels	Terry	7/11/2003	10	Utilities
Omundsen	John	7/11/2003	10	Utilities
Rosier	Michael	7/3/2003	10	Utilities
Lynch	Timothy	7/3/2003	10	Utilities
Gabrick	James	8/28/2003	10	Utilities
Rickoski	Barry	7/17/2003	10	Utilities
Smith	Daniel	7/31/2003	10	Utilities
Garcia	George	7/3/2003	10	Utilities
Kane	Francis	7/31/2003	10	Utilities
Moff	Elizabeth	7/22/1993	20	Utilities
Foley	Michael	9/2/1993	20	Utilities
Mosely	Khandyce	9/11/2008	5	Visitor And Convention
Mathews	Kimball	9/24/1998	15	Visitor And Convention

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130853

ACTION REQUESTED/PURPOSE:

Approve an advance of \$3,186,000 to the Tax Collector for Ad Valorem commission fees for Fiscal Year 2013-2014 per Florida Statutes 192.102 and 218.36.

FUNDING SOURCE:

Fund – General Fund; Program – Tax Collector Fund Collection Fees; Project – Advance funds for operating expenses during the first 2 months of FY2013-2014 to be repaid when ad valorem monies are collected.

WHAT ACTION ACCOMPLISHES:

Provides operating funds necessary for the first two months of FY 2013-2014 in anticipation of commissions earned from Ad Valorem monies collected and distributed.

MANAGEMENT RECOMMENDATION: Approve

Departmental Category: C1A

Meeting Date: 10/22/2013

Agenda:

Requirement/Purpose: *(specify)*

Request Initiated

Consent

- Statute 192.102 & 218.36
- Ordinance
- Admin Code
- Other

Commissioner:
Department: COUNTY MANAGER
Division: Budget Services
By: Peter Winton

Background:

Larry Hart, Tax Collector, has requested that the Board of County Commissioners approve two one-month advances for Ad Valorem commission fees for Fiscal Year 2013-2014. The Ad Valorem commissions earned in Fiscal Year 2012-2013 approximate \$19,100,000, which averages out to \$1,593,000 per month. This is the requested amount of each advance. Both advances will be repaid once Ad Valorem monies are collected and distributed.

Funds will be available in: CB5131500100.

Attachment: Request from Tax Collector

11. Required Review:

<i>Peter Winton</i>	<i>Reginald Kantor</i>	<i>Peter Winton</i>	<i>Andrea Fraser</i>	<i>Peter Winton</i>	
COUNTY MANAGER	Budget Analyst	Budget Services	County Attorney	County Manager	

12. Commission Action:



October 1, 2013

Board of County Commissioners
Lee County
P.O. Box 398
Fort Myers, FL 33902

RE: Advance of Ad Valorem Commissions for Fiscal Year 2013-2014

Pursuant to F.S. 192.102, the Lee County Tax Collector hereby requests the Board of County Commissioners approve an advance to the Tax Collector for Ad Valorem commission fees for Fiscal Year 2013-2014.

Per F.S. 218.36, all unused fees are payable on the 31st day after the close of the fiscal year. As a result, the Tax Collector will require operating funds for the months of October and November 2013. The Ad Valorem commissions earned in Fiscal Year 2012-2013 approximate 19.1 million which averages out to \$1,593,000 per month. The two advances will be repaid once the Ad Valorem monies are collected and distributed.

Sincerely,

Larry D. Hart
Tax Collector

CC: Richard Passera

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130838

ACTION REQUESTED/PURPOSE:

A) Award Service Provider Agreement for CN130308 EMPLOYEES INSURANCE BENEFITS CONSULTANT AND ACTUARIAL AUDITOR to Aon Consulting, Inc., operating as Aon Hewitt. This is a five year contract for which the consultant will be paid an annual not to exceed fee of \$175,000. This is a negotiated fee which is a 7% reduction from the current provider's cost of \$189,000 per year.
B) Authorize the Chair to sign on behalf of the Board the accompanying Service Provider Agreement.

FUNDING SOURCE:

Fund – Premium Funded Group Medical Self-Insurance; Program – Human Resources - Health

WHAT ACTION ACCOMPLISHES:

Provides Lee County with a Consultant that will advise on the most responsible process for the purchase and administration of the County's health, dental, life, disability and vision plans.

MANAGEMENT RECOMMENDATION: Approve.

Departmental Category: C7A

Meeting Date: 10/22/2013

Agenda:

Requirement/Purpose: *(specify)*

Consent

- Statute
 Ordinance
 Admin Code AC-4-4
 Other

Request Initiated

Commissioner:

Department: HUMAN RESOURCES

Division: No Divisions

By: Christine Brady

Background:

On August 27, 2013 the Board approved the short list committee's ranking of the Consultants and authorized negotiations to begin with the number one ranked firm. The ranking was as follows: (1) Aon Consulting, Inc., operating as Aon Hewitt; (2) Willis of Florida, Inc.; (3) Towers Watson.

Negotiations were successful with Aon Consulting, Inc., operating as Aon Hewitt. Board approval of the final agreement is required.

Funds are available: GC5133757602.503190

Attachment: 1) Service Provider Agreement (sample)

11. Required Review:

<i>Christine Brady</i>	<i>Robert Franceschini</i>	<i>Dawn Perry-Lehnert</i>	<i>Reginald Kantor</i>	<i>Mike Figueroa</i>	<i>Peter Winton</i>
HUMAN RESOURCES	Purchasing	County Attorney	Budget Analyst	Risk	Budget Services
<i>Christine Brady</i>	<i>Peter Winton</i>				
Human Resources	County Manager				

12. Commission Action:

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this ____ day of _____, 20__, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and _____ hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the _____ services of said PROVIDER as further described herein referred to as _____, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated _____ 20__, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated ____ 20 , which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", dated _____, 20___, entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated _____ 2003, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident

\$100,000 disease limit

\$500,000 disease – policy limit

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$500,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

- (A) \$1,000,000 combined single limit (CSL) of BI and PD
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated _____, 20__.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated _____, 20__.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated _____, 20__.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated _____, 20__.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated _____, 20__.
- (6) EXHIBIT "F" entitled "Amendment to Articles", dated _____, 20__.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention:

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Firm
Address Line 1
Address Line 2
Phone/Fax:
Attention:
Email :

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
Dept Dir/County Manager/Chair

DATE: _____

APPROVED AS TO FORM

BY: _____
County Attorney's Office

ATTEST:

Firm

(Witness)

BY: _____
(Authorized Signature)

(Witness)

(Printed Name & Title)

DATE: _____

CORPORATE SEAL:

EXHIBIT A

Date:

SCOPE OF SERVICES

for ENTER SERVICES BEING PROVIDED HERE (SAME AS 1ST PAGE OF SPA)

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

YOU CAN SPELL OUT OR PUT SEE ATTACHED

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

YOU CAN SPELL OUT OR PUT SEE ATTACHED

EXHIBIT B

Date: _____

COMPENSATION AND METHOD OF PAYMENT

For _____

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
TOTAL (Unless list is continued on next page)				

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated _____, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated _____, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date:

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: _____

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for _____
(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME _____
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$ 9.00
Lunch	\$13.00
Dinner	\$24.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

EXHIBIT C

Date:

TIME AND SCHEDULE OF PERFORMANCE

for

(Enter Project Name from Page 1 of the Agreement)

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed

EXHIBIT D

Date: _____

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for

(Enter Project Name From Page 1 of This Agreement)

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No

EXHIBIT E

Date:

PROJECT GUIDELINES AND CRITERIA

ENTER PROJECT NUMBER AND TITLE HERE _____

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at anytime during the two-year contract duration. This contract also contains an option to renew for one additional, one-year period, by mutual agreement between both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any or all work in-house, or by any means it so desires.

Item No. 7

In reference to Attachment No. 2 to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

Item No. 8

County reserves the right to add or delete, at any time, any or all tasks or services associates with this agreement.

ITEM NO. 9

DRUG FREE WORKPLACE: Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the procurement of contractual services, a proposal

ITEM NO. 9 (Continued)

received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the evaluation/award process. In order to have a drug-free workplace, a business shall comply with the requirements of Florida Statutes 287.087.

ITEM NO. 10

COOPERATIVE PURCHASING: The Lee County Board of County Commissioners participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same contract price, to the other governmental entities.

Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

ITEM NO. 11

AUTHORITY TO PIGGYBACK: It is hereby made a condition of this agreement that this agreement constitutes an agreement made under the same conditions, for the same price, and for the same effective period as this agreement, to any other governmental entity.

It is further understood that any governmental entity that electing to piggyback from this agreement with Lee County, will issue its own purchase orders, and will require separate billing

ITEM NO. 12

COST PROPOSAL WORKSHEET: To be used when performing work for Lee County.

Item No. 13

IMMIGRATION LAWS: Lee County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA).

Lee County shall consider the employment by any Consultant of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Lee County.

Date:

AMENDMENT TO ARTICLES

For:

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

CMO:
09/25/01

Current Lee County Scope of Services

Basic Services for Employee Insurance Benefits Consultant

1. Advise the County on the most responsible process for the purchase and administration of the County's health, dental, life, disability and vision plans.
 - a. Assist the County in preparing bid specifications and documents.
 - b. Analyze and evaluate bids/proposals received in Request for Proposals, Request for Qualifications, and/or Competitive
 - c. Negotiations. Provide recommendations to the County as to which bid/proposal is in the best interests of the County.
 - d. Advise the County on what combination of benefits is most effectively bid as a unit.
 - e. Assist in the bid protest procedures as needed.
2. Provide upon request reports and analysis of market conditions, both within State of Florida and nationwide. Advise the County, as requested the best means for providing quality health care insurance for its employees, including but not limited to, plan design and employee communication.
3. Be available to discuss and make recommendations on plan design and other benefits matters as a quality improvement partner.

Basic Services for Actuarial Auditor

1. Preparation of actuarial reports for County's self-funded health/dental insurance plans including three year projections.
2. Prepare and submit all required reporting of the health/dental plan to the State of Florida.
3. Prepare funding analysis as required for any proposal plan changes.

Communications

1. Assist with preparing information and materials to communicate benefits to employees, entities and Board.

Current Cost:	\$189,000
Less printing:	-\$15,000
	<u>\$174,000</u>
Less 10%:	-\$17,400
	\$156,600

Additional CN130308 Scope Elements

Basic Services for Employee Insurance Benefits Consultant

f. Assist in Retiree Drug Subsidy **\$5,000**

Since the signing of the Medicare Modernization Act of 2003, Aon Hewitt has been actively involved in the analysis and implementation of the Medicare Part D prescription drug program for our clients. With regard to the Medicare Part D actuarial attestation for the Retiree Drug Subsidy (RDS), we would approach this project in the following phases:

Phase 1 – Data Request

Phase 2 – Analysis of Data and Test Results Compilation

Phase 3 – Actuarial Attestation

Phase 4 – Report Preparation

g. Assist in Health & Wellness Initiatives **\$3,000**

Onsite Clinic Feasibility Study **\$25,000**

Aon Hewitt has considerable experience with school districts, municipalities, and county and state governments performing financial feasibility studies for onsite health centers. We typically find there are no significant savings within the first year or two of operation for the majority of onsite health centers. Net savings typically begin accruing in Year Three and increase into the future. The savings can be relative and requires substantial utilization (we refer to this as “penetration”) as a driver. Output from our proprietary financial feasibility modeling is by year for a five year period of time. Some important measures we assess in our analysis include:

- Utilization (penetration) for primary/urgent office visits, occupational health, health improvement coaching
- Indirect savings for health risk reduction
- Avoided hospitalizations, emergency room visits and specialty referrals
- Improvement in lost time and avoided lost productivity
- Prescription drug savings

You are assured that Aon Hewitt will represent the County’s best interests in assessing the feasibility of any onsite health center. We also utilize quantitative and qualitative RFPs that enable us to evaluate the overall potential of firms to deliver best in class performance once a decision is made to proceed with the onsite health center. Our extensive experience implementing these centers equips us to guide a smooth process that will bring about savings and satisfaction while minimizing the time demands on your staff.

Health Management Value-Based Assessment

Health Management Value-Based Assessment is a comprehensive web-based survey that evaluates critical aspects of a health management program. It benchmarks your programs, policies, administration and benefits against health & productivity best practices of the most successful employer programs in the country. The survey addresses five essential dimensions:

- Culture of health
- Health management programs
- Incentives
- Communications and promotion of programs
- Data analytics and evaluation

[MyAonAssist](#) is the most advanced benefits and health management system available to employers — no matter the size. This Web-based tool helps companies demonstrate their dedication to employees by putting them in touch 24/7 with benefits, health, compensation and human resources programs. It is comprised of four major centers that help employees stay informed and work smarter, in turn allowing employers to retain talent and improve efficiencies.

Benefits The Benefits Center delivers rich resources tailored to your benefits package.

Human Resources The Human Resources Center essentially becomes the HR Department's Web site.

Health & Wellness The Health & Wellness Center delivers the best health content available.

My Info The My Info Center can house a good deal of data about the

[Employee Survey](#): The employee survey allows your organization to efficiently and effectively gauge employee opinion on a number of different issues, gather critical information regarding the employee's perception of voluntary benefits and be a vehicle for collecting information relative to strategic planning

In conjunction with the Aon Hewitt Clinical Team and your designated wellness director, Becky Kujawski, RN, we will provide sourcing, consultation, best practices, oversight, RFP services, contract review, performance guarantees and implementation as necessary

h. Assist with financial analysis mandated by State, Local and Federal governmental boards. \$3,000

[Ongoing compliance and legislative updates](#)

Aon Hewitt assumes a highly proactive role in making sure our clients have the latest information regarding legislative and regulatory developments, technical issues, new ideas, and business trends. The County's Aon Hewitt team will work together with our research and legal consultants to track compliance developments. We are proactive and take the initiative to inform clients of pending legislative changes; identify some of the implications new legislation may have on client plans, policies, and programs; develop a suggested approach to respond to these changes; provide clients with options; and work with client legal counsel on impacts to services, where appropriate.

Keeping clients informed and up to date on changes to legislation and regulations, is an important aspect of our service. We do this through direct consulting by your client team, publications, and conferences. Our objective is to keep the County informed in the most effective way possible. In conjunction with your account team, we provide several ways to keep the County on top of compliance-related issues.

[Compliance dashboard](#)

Compliance dashboard is Web-based technology that tells you what you need to do and when you need to do it. Federal laws for health and welfare plans are aggregated into one easy-to-navigate website. You and your account team are notified of what you need to do and the timing in which you need to get it done. All relevant information and materials are provided to complete the compliance task.

Our regular publications and forums provided to our clients at no charge include:

- **Aon Hewitt Bulletins**—e-mail bulletins, including Actuarial Updates and Special Reports to Clients, that provide interpretive reports to clients on significant legislative and regulatory developments.
- **Aon Hewitt Alerts**—These alerts are e-mailed directly to subscribers when late-breaking HR and business developments occur.
- **Washington Report**—A weekly e-mail newsletter capturing the key HR-related developments in Washington for the week.
- **Special white papers and surveys** on key topics or emerging issues, including employer reactions to new regulatory and legislative developments.
- **Quarterly Legislative Update** - This one-on-one teleconference conducted by our Health and Benefits Legal consultant(s) will highlight key health & benefits legislation and guidance from prior quarter.

Health Care Reform Modeling

Aon Hewitt's Health Care Reform Laser will help the County make the best fact-based, data-driven decisions to minimize cost while optimizing employee choice and benefits. We can help you take control by using predictive data to understand what actions individuals in your workforce will take and the resulting impact on health care costs and plans.

Our model will use criteria unique to the County's workforce, combined with complex information about consumer behavior and decision making to analyze the choices employees are likely to make and the resulting cost impact for the company and employees. The model takes into account all factors that could drive individual health insurance choices, incorporating consumer-driven purchasing behaviors in the statistical actuarial analysis.

Financial Analysis

We update results quarterly using claims data supplied directly to Aon Hewitt by the County's self-funded carriers. The four quarterly updates and an annual summary to this report will be divided into the sections referenced below:

- **Design 180** - allows users to determine areas of focus that should be addressed through plan design and health-related activities to reduce healthcare costs for payers and members by improving productivity and minimizing risk.
- **Executive Summary**—An overview of the full array of data findings and analysis;
- **Rate Adequacy Analysis**—A 24-month running total of paid claims by plan, incurred claims, premiums, and loss ratios, including this data projected to year-end;
- **Plan Performance Analysis**—A comparison of the financial performance of your various plan options, including HMOs, and a listing and analysis of large claims;
- **Rate Development**—A rate projection for the upcoming year, updated quarterly and compared against the final rate action implemented;

i. Assist in the overall benefits strategy, design, and pricing **\$3,000**

Actuarial Design and Pricing

Our proprietary actuarial tools and models are considered the leading tools in the industry. These assets are used in our consulting work with hundreds of major organizations to evaluate costs, set budgets, model plan changes and establish contribution requirements across all benefit and health plan designs for active and retired employees. The data supporting these models represents more than 1.9 million members and over \$9 billion in claims data.

Health Care Actuarial Pricing Model. This tool provides cost estimates for pricing (as well as strategy) purposes. The model supports the development of gross per capita claim costs for medical and prescription drug plans. Claims are analyzed and projected to the targeted period in order to develop overall program budgets and actual budget rates. The model has the capacity to apply variable trend rates and to incorporate plan design impact factors derived from our proprietary relative value model (described below), along with adjustments to reflect the demographic and risk characteristics of the covered population.

Plan Design Relative Value Model. This powerful tool allows us to develop consistent relative value factors associated with unique plan designs in order to establish a baseline of current plan value and to quantify the plan cost impact of potential design changes over time. Plan relative values are fundamental to projecting future plan costs, and are incorporated into our pricing model when developing gross cost forecasts for plan year budgeting. Aon Hewitt's relative value model is built on a base of billions of dollars of self-insured claims data. Claims are organized by service category into various continuation tables to support the valuation of plan design changes.

Medical Claims and Stop-Loss Risk Analysis Tool. This medical risk measurement tool quantifies the expected volatility in self-insured claims for budgeting purposes, and measures high claims risk, allowing you to assess the appropriate level of stop-loss coverage relative to your size, budgetary needs, and risk tolerance.

Benchmarking

Aon Hewitt invests more than \$10 million annually to build and maintain the most extensive health care and general benefits databases. Consequently, we have the most comprehensive set of supporting tools in the benefits consulting industry. We believe the depth of comparative data available in our databases and the actionable benchmarking results available from our tools are second to none. We will use our industry-leading surveys and robust benchmarking tools to assist with the development of a competitive multiyear strategy and plan design. Our core medical benchmarking tools include our Greater Insight analytic tool and our Hewitt Health Value Initiative (HHVI) medical cost benchmarking report. Greater Insight provides access to prevalence data to identify trends within the County's industry and geographic areas. HHVI is the industry-leading performance management benchmarking tool that has helped employers evaluate the effectiveness of their health plan dollars. The HHVI analysis provides concrete data on how your health plans compare to those provided by other employers in terms of both quality and financial performance.

j. Assist with the negotiation rates with vendors on bids and renewals. \$2,500

Aon has brought together a group of carefully selected insurance carriers and negotiated a new level of enhanced coverage and services. These carriers agree to provide Aon clients with competitive coverage and superior service, which can be tailored to the County's specific requirements.

Service Excellence

- Faster turn-around times
- Guaranteed service and performance standards

Outstanding Coverage

- Pre-negotiated, state-of-the-art product enhancements
- Innovative, comprehensive product and consulting services

Competitive Pricing

- Industry-leading contractual terms & conditions
- Focused policy analysis and quote comparisons

k. Assist with providing education on benefit issues to staff. \$1,900

Human Resource Training: Organizations often struggle with how to provide training for their HR staff. This suite offers built-in, HRIC accredited online training for HR professionals. The training topics include: interviewing and hiring practices, workplace harassment, diversity in the workplace & code of conduct modules.

Basic Services for Actuarial Auditor \$15,000

4. Perform an actuarial accounting and reporting of costs and obligations, in accordance with the Governmental Accounting Standards Board (GASB) 45, of costs and obligations related to Lee County's other post employment benefits (OPEB).

Reduced Pricing

Current Scope of Services: \$156,600 (-10%)

Proposed Additional Scope: \$18,400

Onsite Feasibility Study: \$25,000

\$43,400

Reduced Scope Fee: \$ 8,400 (-55%)

Reduced Onsite Feasibility Fee: \$15,000 (-40%)

Reduced GASB \$10,000 (-33%)

Reduced Total Not-to-Exceed \$190,000

Reduced NTE for Monthly Installment : -\$15,000

\$175,000

Annual Fee Billed Monthly

We will deliver the entire scope of services for an annual fee not to exceed **\$175,000** billed in monthly installments of \$14,583. This eliminates the need hourly accounting and enables the account team to work efficiently and continuously on behalf of the County.

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130834

ACTION REQUESTED/PURPOSE:

Request Board approve Interlocal Agreement in the amount of \$885,996 with the City of Bonita Springs for fixed route bus service. This service is budgeted in the FY13-14 budget and the City will contribute towards the cost of the service located within the City of Bonita Springs in the amount of \$171,306, FDOT will fund \$319,314 and Lee County Transit will fund \$395,376.

FUNDING SOURCE:

Revenue and Expense has been funded in LeeTran's FY13-14 Operating Budget.

WHAT ACTION ACCOMPLISHES:

Provides funding from the City of Bonita Springs in the amount of \$171,306 for bus service in Bonita Springs.

MANAGEMENT RECOMMENDATION: Approve

Departmental Category: C7B

Meeting Date: 10/22/2013

Agenda:

Requirement/Purpose: *(specify)*

Consent

- Statute
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner: All

Department: TRANSIT

Division: No Divisions

By: Steve Myers

Background:

The City of Bonita Springs shares in the cost of providing fixed route bus service from Coconut Point Mall to Bonita Springs on the Route 150, and the North /South Route 600 with a connection to the Collier County Bus Service on Immokalee Road.

The total cost of the service for the Bonita Springs Route and the North South Route is \$1,049,951 and the City of Bonita Springs contributes \$171,306, FDOT will fund \$319,314, Lee County Transit will fund \$395,376, and \$163,955 is funded by fares. The total service cost minus fares is \$885,996.

This service has been budgeted in the FY13-14 Budget using a fully allocated cost per hour and this interlocal agreement formalizes the process.

Attachments: 3 Original Interlocal Agreements executed by Bonita Springs City Council

11. Required Review:

<i>Steve Myers</i>	<i>Anne Henkel</i>	<i>Peter Winton</i>	<i>John Fredyma</i>	<i>Holly Schwartz</i>	
TRANSIT	Budget Analyst	Budget Services	County Attorney	County Manager	

12. Commission Action:

**INTERLOCAL AGREEMENT PROVIDING TRANSIT SERVICE
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE CITY OF BONITA SPRINGS, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into this day of _____, 2013, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereinafter referred to as County, acting by and through its Board of County Commissioners, the governing body thereof, and the **City of Bonita Springs**, a municipal corporation of the State of Florida, hereinafter referred to as City, acting by and through its City Council, the governing body thereof; collectively the Parties hereto.

RECITALS:

WHEREAS, both the County and City are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the City desires transit service to provide transportation opportunities, reduce its traffic congestion and increase the availability for means of transportation other than by motor car; and,

WHEREAS, transit service provides an alternative mode of transportation to the city; and is an important step towards solving the traffic congestion problems in the City; and,

WHEREAS, the County and City are working in partnership to ensure the successful transit service to the City; and,

WHEREAS, the County and City find that entering into this Interlocal Agreement serves a public purpose and is to the benefit of the public.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

SECTION ONE: PURPOSE

The purpose and intent of this Interlocal Agreement is to define the terms and conditions by which the Parties will provide a program for transit service to the citizens of Bonita Springs.

The Parties agree that the above named County and City will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

SECTION TWO: OPERATION, ROUTES AND FARES

- A. County will provide vehicles suitable for mass transit service. The City will provide suitable locations for the placement of bus stops within the City.
- B. It is the intent that all services under this Agreement shall be provided solely by the County. If deemed necessary, the County may use subcontractors to provide these services under this agreement, and will notify the City if County owned vehicles and/or personnel are unavailable to provide the services specified in this agreement.
- C. The County will provide fixed route service to Bonita Springs, and the addition of a North /South Route, from Bonita Springs to Collier County, as identified in Exhibit A and attached hereto.
- D. Lee County will control the two routes as identified on Exhibit A and attached

hereto. The North South Route from Lee County to Collier County will operate from approximately 5:50 a.m. to 7:15 p.m., seven days per week, excluding New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Service is provided every 90 minutes on US 41 from Coconut Point Mall in Bonita Springs to Old 41 to Bonita Beach Road to US 41 South to Immokalee Road in Naples. The route connects to Route 140 at Coconut Point Mall. Route 140 is the backbone of the LeeTran system and offers connections to the rest of the County throughout the day.

- E. The East West Route as identified in Exhibit A and attached hereto will operate from approximately 6:50 a.m. to 6:40 p.m. seven days per week, excluding New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Service will be provided every 90 minutes from Lovers Key South using Hickory Boulevard to Bonita Beach Road to US 41 to Terry Street to Old 41 to Dean Street to Imperial Parkway to Bonita Beach Road to Bonita Grand Drive. Service will be enhanced on the East West Route during season to provide later evening service from approximately 6:40 p.m. to 8:30 p.m.
- F. The County will utilize the system wide fare structure on these routes.
- G. The County will provide door to door ADA Paratransit service within $\frac{3}{4}$ of a

mile of the Route 150, Bonita Springs fixed route bus service. This service is not available on the north south express service going to or coming from Collier County.

SECTION THREE: PROMOTION OF TRANSIT SERVICES

- A. County shall provide printed schedules for distribution to the media and public at locations throughout the County and the City for the purpose of actively promoting use of the transit service.
- B. Selling of advertising on the buses shall be the right and responsibility of the County (Lee Tran) and any advertising revenues shall accrue to the County (Lee Tran).

SECTION FOUR: COST OF SERVICE; FUNDING SOURCE

- A. The amount of the subsidy for the term of this Agreement will be \$171,306 and will be billed quarterly to the City in advance of service, commencing on October 1, 2013, and due within thirty (30) days. Cost breakdown is attached hereto and marked Exhibit A.
- B. In the event the County has a major service interruption, the service cost will be reduced by the number of hours service was unavailable times the hourly service rate specified in Exhibit A.
- C. City hereby warrants that it will use a legally available funding source to pay for the additional transit services. Should a court of competent jurisdiction

determine that any payment was not properly appropriated; City shall reimburse and repay the County.

SECTION FIVE: MONITORING, AUDIT

- A. County personnel will monitor, inspect, evaluate and direct the transit operations as necessary for a successful project.
- B. All cost records and accounts shall be subject to audit by representative(s) of either the City or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Party's offices at a location in Lee County, Florida.

SECTION SIX: MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION

- A. All modifications to Interlocal Agreement hereto must be in writing signed by both Parties with the same formality as that contained herein.
- B. Any disputes arising from this Agreement which can not be resolved by the Parties may be settled through arbitration of the disputed matters by following the procedures as set forth in Section 44.104, Florida Statutes, or the Parties may utilize any other legal remedies available to either Party with respect to the disputed matters.
- C. Either Party may terminate this Agreement for any reason by giving the non-terminating party ninety (90) days written notice of its cancellation.

SECTION SEVEN: LIABILITY AND INSURANCE

- A. Parties agree that by execution of the Agreement, no Party will be deemed to

have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes, as may be revised or amended from time to time.

- B. County shall furnish insurance coverage in an amount not less than one million dollars (\$1,000,000).

SECTION EIGHT: NOTICES

All notices to the City and the County under this Interlocal Agreement must be in writing and delivered by certified mail, return receipt requested, or by deposit within Federal Express or other nationally recognized carriers and shall be directed to the following address:

For the City: City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34145

For the County: Transit Director
Lee Tran
6035 Landing View Road
Fort Myers, Florida 33908

SECTION NINE: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on October 1, 2013, through September 30, 2014. If said execution of Interlocal Agreement occurs after October 1, 2013, it shall become retroactive with all terms and conditions having the effective date of October 1, 2013.

SECTION TEN: SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

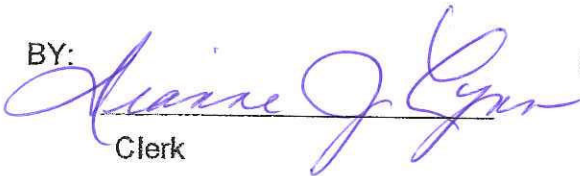
SECTION ELEVEN: FILING

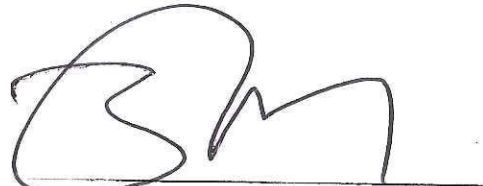
This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Bonita Springs.

IN WITNESS WHEREOF, the PARTIES hereto, have caused this Interlocal Agreement to be executed on the day and year first above written.


ATTEST: CLERK, City of Bonita Springs

City of Bonita Springs

BY: 
Clerk

BY: 
Mayor

APPROVED AS TO FORM:

BY: 
City Attorney

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF COUNTY
COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

Exhibit A

FY14 Lee/Collier Counties Fixed Route Bus North-South Service								
Sunday thru Saturday Service								
			Days			Daily		Total Cost
	Mon-Sat	Cost Per	Mon-Sat	Sun	Days	Revenue	Farebox	
Oct 1, 2013 Sept 30, 2014	Hrs	Hour	Sat	Hrs	Sun	Miles	Credit	
Collier	4.15	\$ 81.11	307	3.19	52	72.27	\$ (32,174)	\$ 84,644
Bonita	8.77	\$ 104.92	307	6.73	52	152.67	\$ (46,221)	\$ 273,045
Lee County	1.76	\$ 104.92	307	1.35	52	30.57	\$ (9,244)	\$ 54,662
	14.68			11.27		255.51	\$ (114,907)	\$ 412,352
FDOT								\$ 206,176
Collier County contributing a fixed route bus.								\$ -
Bonita Springs								\$ 68,261
Lee County Service								\$ 137,915
Total								\$ 412,352

*Sun thru Sat Service excluding 8 holidays (NY, MLK, Mem Day, July 4, Labor Day, Veterans, Thanksgiving & Xmas)
 Service every 90 min from Coconut Pt Mall to Old 41 to Bonita Bch Rd to US 41 to Immokalee Rd
 (Creekside Business Park) from 5:50 a.m. to 7:15 p.m. Includes travel time of 40 minutes.

FY14 Bonita Springs Fixed Route Trolley Bus East-West Service								
Sunday thru Saturday Service w/extended seasonal hours								
			Days					Total Cost
	Mon-Sat	Cost Per	Mon-Sat	Sun	Days	Farebox		
Oct 1-Jan 22, 2014 & May 1-Sept 30, 2014	Hrs	Hour	Sat	Hrs	Sun	Miles	Credit	
Jan 23- April 30, 2013 (extend evening serv)	13.25	\$ 104.92	221	12.52	38			\$ 357,149
Credit for Fares	16.17	\$ 104.92	84	15.68	14		\$ (49,048)	\$ (49,048)
Total			305		52	357		\$ 473,644
FDOT								\$ 236,822
Bonita Springs								\$ 118,411
Lee County								\$ 118,411
Total								\$ 473,644

*Sun thru Sat Service excluding 8 holidays (NY, MLK, Mem Day, July 4, Labor Day, Veterans, Thanksgiving & Xmas)
 Service every 90 min from Lovers Key S using Hickory Blvd. to Bonita Bch Rd to US 41 to Terry St
 to Dean St to Imperial Pkwy to Bonita Bch Rd to Bonita Grande Drive from 6:25 am - 6:20 pm
 (8:30 during season) Includes 40 min travel time.

Total Annual Project Cost	\$ 885,996
FDOT Participation	\$ 319,314
Collier contributing a fixed route bus.	\$ -
Bonita Participation	\$ 171,306
Lee County Participation	\$ 395,376
Grand Total	\$ 885,996

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130839

ACTION REQUESTED/PURPOSE:

(A) Approve the award of Formal Quotation B-130585 Equipment Rental for a period of one year with the option to renew for four additional one year periods to the following vendors with a local presence: Florida Tent of SW Fl, Inc. (DBE); Cummins Power South, LLC; Flagler Construction Equipment, LLC; Gan of Fort Myers, Inc. dba Creative Events & Rentals/Taylor Rental; GS Equipment, Inc.; Hertz Equipment Rental Corporation; Kelly Tractor Co.; Neff Rental LLC; Southern Gulf Equipment Rental & Sales Inc.; Sunbelt Rentals, Inc.; United Rentals(North America), Inc.; and, also approve non-local vendor Global Rental Co. Inc. at discounted prices they have made available either by CD-Rom or Flash Drive. The total estimated annual expenditure under this Quote will be \$700,000.00.

(B) Grant the Procurement Director, with County Administration approval, the authority to renew this agreement for four additional one-year periods, at the same terms and conditions, if doing so is in the best interest of Lee County.

(C) Authorize the Chair to sign Rental Agreements entered under the terms of this Quote.

(D) Authorize the Procurement Director, with County Administration approval to grant annual price increases in accordance with the contract provisions.

(E) Authorize the Procurement Director, with County Administration approval, to add new products and vendors through negotiation.

FUNDING SOURCE:

This project is Countywide therefore each department is responsible for monitoring their own funding.

WHAT ACTION ACCOMPLISHES:

Allows County Departments to obtain the use of certain equipment when it's needed at a reasonable price. This bid is utilized by Parks, Utilities, DOT, Solid Waste, Community Development, Public Safety and other County departments and divisions to rent equipment of all types and sizes ranging from jackhammers to earthmovers. It serves as a source for fill-in equipment when County-owned equipment is being serviced and as an alternative to purchasing new equipment that we may not have a long term need for. It also provides out of the area vendors that can be used during a disaster.

MANAGEMENT RECOMMENDATION: Approve.

Departmental Category: C7C

Meeting Date: 10/22/2013

Agenda:

Requirement/Purpose: *(specify)*

Consent

- Statute
 Ordinance
 Admin Code AC-4-1
 Other

Request Initiated

Commissioner:

Department: PROCUREMENT
MANAGEMENT

Division: No Divisions

By: Robert Franceschini

Background:

On September 3, 2013 Procurement Management received 12 sealed quotations, all of which complied with the solicitation criteria.

Funds are available from the individual Departments or Divisions Budgets.

Please see attachments:

- (1) Tabulation sheet.

11. Required Review:

<i>Robert Franceschini</i>	<i>Robert Franceschini</i>	<i>Anne Henkel</i>	<i>Dawn Perry-Lehnert</i>	<i>Peter Winton</i>	<i>Peter Winton</i>
PROCUREMENT MANAGEMENT	Purchasing	Budget Analyst	County Attorney	Budget Services	County Manager

12. Commission Action:

FORMAL QUOTATION #B-130337		LEE COUNTY, FLORIDA TABULATION SHEET		
OPENING DATE:	8/29/13	FOR		
BUYER:	KATHY CICCARELLI	MOWING - PARKS STEP 2 COMPLETE		
VENDORS	JSM SERVICES INC.	P & T LAWN & TRACTOR SERVICE INC.	VALLEYCREST	
Addenda Acknowledged-NO ADDENDA(S)				
ALVA BOAT RAMP				
COST PER MOW	\$36.00	\$55.00	\$40.00	
OPTION A: COST PER TRIM & EDGE	\$18.00	\$10.00	\$20.00	
ALVA PARK				
COST PER MOW	\$144.00	\$227.00	\$115.00	
OPTION A: COST PER TRIM & EDGE	\$72.00	\$25.00	\$35.00	
ALVA WAYSIDE PARK				
COST PER MOW	\$72.00	\$25.00	\$75.00	
OPTION A: COST PER TRIM & EDGE	\$36.00	\$5.00	\$25.00	
BARBADOS LOT				
COST PER MOW	\$36.00	\$25.00	\$50.00	
OPTION A: COST PER TRIM & EDGE	\$18.00	\$1.00	\$20.00	
BAYSHORE SOCCER COMPLEX				
COST PER MOW	\$144.00	\$180.00	\$175.00	
OPTION A: COST PER TRIM & EDGE	\$120.00	\$25.00	\$30.00	
BONITA BEACH ACCESS 10				
COST PER MOW	\$36.00	\$75.00	\$45.00	
OPTION A: COST PER TRIM & EDGE	\$18.00	\$25.00	\$15.00	

VENDORS	JSM SERVICES INC.	P & T LAWN & TRACTOR SERVICE INC.	VALLEYCREST
BONITA BEACH PARK & ACCESS 1			
COST PER MOW	\$36.00	\$75.00	\$45.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$25.00	\$15.00
BOWDITCH POINT PARK			
COST PER MOW	\$108.00	\$95.00	\$125.00
OPTION A: COST PER TRIM & EDGE	\$50.00	\$25.00	\$30.00
BROOKS PARK			
COST PER MOW	\$540.00	\$112.00	\$275.00
OPTION A: COST PER TRIM & EDGE	\$540.00	\$25.00	\$40.00
BUCKINGHAM CENTER			
COST PER MOW	\$36.00	\$65.00	\$50.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$10.00	\$15.00
BUCKINGHAM PARK			
COST PER MOW	\$360.00	\$337.00	\$320.00
OPTION A: COST PER TRIM & EDGE	\$900.00	\$25.00	\$50.00
BUNCH BEACH			
COST PER MOW	\$36.00	\$45.00	\$40.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$10.00	\$15.00
C. CREEKS PRESERVE E			
COST PER MOW	\$36.00	\$100.00	\$45.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$15.00	\$20.00
C. CREEKS PRESERVE LOTS 1 & 2			
COST PER MOW	\$72.00	\$200.00	\$80.00
OPTION A: COST PER TRIM & EDGE	\$36.00	\$1.00	\$20.00

VENDORS	JSM SERVICES INC.	P & T LAWN & TRACTOR SERVICE INC.	VALLEYCREST
C.CREEKS PRESERVE W			
COST PER MOW	\$36.00	\$75.00	\$45.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$5.00	\$20.00
CARIBBEAN LOT			
COST PER MOW	\$36.00	\$25.00	\$40.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$1.00	\$15.00
CHARLESTON PARK			
COST PER MOW	\$72.00	\$150.00	\$80.00
OPTION A: COST PER TRIM & EDGE	\$36.00	\$15.00	\$25.00
CITY OF PALMS PARK			
COST PER MOW	\$324.00	\$260.00	\$250.00
OPTION A: COST PER TRIM & EDGE	\$162.00	\$25.00	\$40.00
CRP			
COST PER MOW	\$432.00	\$490.00	\$310.00
OPTION A: COST PER TRIM & EDGE	\$200.00	\$50.00	\$40.00
CRESCENT BEACH PARK			
COST PER MOW	\$36.00	\$45.00	\$50.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$25.00	\$25.00
DAVIS BOAT RAMP			
COST PER MOW	\$36.00	\$79.00	\$50.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$15.00	\$25.00
ESTERO HIGH SCHOOL			
COST PER MOW	\$72.00	\$50.00	\$60.00
OPTION A: COST PER TRIM & EDGE	\$36.00	\$20.00	\$15.00

VENDORS	JSM SERVICES INC.	P & T LAWN & TRACTOR SERVICE INC.	VALLEYCREST
ESTERO PARK/POP WARNER			
COST PER MOW	\$720.00	\$475.00	\$600.00
OPTION A: COST PER TRIM & EDGE	\$1,200.00	\$75.00	\$140.00
FM SHORES NATURE TRAIL			
COST PER MOW	\$36.00	\$49.00	\$65.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$5.00	\$30.00
HANCOCK PARK			
COST PER MOW	\$360.00	\$150.00	\$350.00
OPTION A: COST PER TRIM & EDGE	\$700.00	\$25.00	\$58.00
HUNTER PARK			
COST PER MOW	\$180.00	\$112.00	\$165.00
OPTION A: COST PER TRIM & EDGE	\$90.00	\$10.00	\$43.00
IMPERIAL RIVER RAMP			
COST PER MOW	\$108.00	\$100.00	\$100.00
OPTION A: COST PER TRIM & EDGE	\$90.00	\$25.00	\$28.00
JUDD PARK			
COST PER MOW	\$216.00	\$180.00	\$180.00
OPTION A: COST PER TRIM & EDGE	\$108.00	\$25.00	\$28.00
JY LINEAR PARK - PHASE I			
COST PER MOW	\$180.00	\$100.00	\$150.00
OPTION A: COST PER TRIM & EDGE	\$350.00	\$50.00	\$65.00
JY LINEAR PARK - PHASE II			
COST PER MOW	\$360.00	\$200.00	\$280.00
OPTION A: COST PER TRIM & EDGE	\$700.00	\$50.00	\$85.00

VENDORS	JSM SERVICES INC.	P & T LAWN & TRACTOR SERVICE INC.	VALLEYCREST
JY LINEAR PARK - PHASE III			
COST PER MOW	\$540.00	\$260.00	\$450.00
OPTION A: COST PER TRIM & EDGE	\$540.00	\$50.00	\$100.00
KARL J. DREWS CENTER & HOUSE			
COST PER MOW	\$117.00	\$75.00	\$85.00
OPTION A: COST PER TRIM & EDGE	\$60.00	\$10.00	\$20.00
HARLEM HTS./KELLY ROAD PARK			
COST PER MOW	\$540.00	\$270.00	\$460.00
OPTION A: COST PER TRIM & EDGE	\$540.00	\$75.00	\$85.00
LEE CO. SPORTS COMPLEX			
COST PER MOW	\$720.00	\$600.00	\$635.00
OPTION A: COST PER TRIM & EDGE	\$720.00	\$75.00	\$150.00
LAKES PARK			
COST PER MOW	\$1,260.00	\$825.00	\$885.00
OPTION A: COST PER TRIM & EDGE	\$1,260.00	\$200.00	\$175.00
LEHIGH PARK & POOL			
COST PER MOW	\$360.00	\$225.00	\$350.00
OPTION A: COST PER TRIM & EDGE	\$360.00	\$75.00	\$85.00
LYNN HALL PARK			
COST PER MOW	\$36.00	\$45.00	\$60.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$25.00	\$15.00
MAIN ST. PARKING			
COST PER MOW	\$36.00	\$45.00	\$50.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$25.00	\$15.00

VENDORS	JSM SERVICES INC.	P & T LAWN & TRACTOR SERVICE INC.	VALLEYCREST
MANATEE PARK			
COST PER MOW	\$288.00	\$227.00	\$250.00
OPTION A: COST PER TRIM & EDGE	\$144.00	\$50.00	\$50.00
MANATEE PARK(VIEWING EMBANKMENTS)			
COST PER MOW	\$36.00	\$200.00	\$42.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$25.00	\$15.00
MANTANZAS PASS BRIDGE			
COST PER MOW	\$36.00	\$45.00	\$25.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$25.00	\$10.00
MANTANZAS PASS NATURE PRESERVE			
COST PER MOW	\$36.00	\$45.00	\$25.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$25.00	\$10.00
MATLACHA PARK			
COST PER MOW	\$216.00	\$112.00	\$205.00
OPTION A: COST PER TRIM & EDGE	\$108.00	\$50.00	\$40.00
MARY MOODY PARK			
COST PER MOW	\$108.00	\$90.00	\$95.00
OPTION A: COST PER TRIM & EDGE	\$90.00	\$20.00	\$20.00
MIRAMAR PARK			
COST PER MOW	\$72.00	\$85.00	\$90.00
OPTION A: COST PER TRIM & EDGE	\$36.00	\$10.00	\$20.00

VENDORS	JSM SERVICES INC.	P & T LAWN & TRACTOR SERVICE INC.	VALLEYCREST
<u>NORTH PARK</u>			
COST PER MOW	\$360.00	\$280.00	\$365.00
OPTION A: COST PER TRIM & EDGE	\$180.00	\$75.00	\$60.00
<u>NORTH POOL</u>			
COST PER MOW	\$36.00	\$35.00	\$45.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$10.00	\$20.00
<u>NOTH SHORE PARK</u>			
COST PER MOW	\$216.00	\$140.00	\$165.00
OPTION A: COST PER TRIM & EDGE	\$108.00	\$25.00	\$50.00
<u>OLGA PARK</u>			
COST PER MOW	\$108.00	\$75.00	\$105.00
OPTION A: COST PER TRIM & EDGE	\$54.00	\$25.00	\$35.00
<u>ORANGE RIVER PARK</u>			
COST PER MOW	\$108.00	\$85.00	\$105.00
OPTION A: COST PER TRIM & EDGE	\$54.00	\$20.00	\$20.00
<u>P.D.C. (5 PLEX)</u>			
COST PER MOW	\$306.00	\$225.00	\$310.00
OPTION A: COST PER TRIM & EDGE	\$150.00	\$25.00	\$55.00
<u>PHILLIPS PARK</u>			
COST PER MOW	\$180.00	\$150.00	\$230.00
OPTION A: COST PER TRIM & EDGE	\$90.00	\$25.00	\$35.00
<u>PINE ISLAND SCHOOL</u>			
COST PER MOW	\$36.00	\$75.00	\$110.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$15.00	\$25.00

VENDORS	JSM SERVICES INC.	P & T LAWN & TRACTOR SERVICE INC.	VALLEYCREST
<u>PRAIRIE PINES PRESERVE</u>			
COST PER MOW	\$72.00	\$50.00	\$95.00
OPTION A: COST PER TRIM & EDGE	\$36.00	\$25.00	\$35.00
<u>ROYAL PALM PARK</u>			
COST PER MOW	\$72.00	\$50.00	\$80.00
OPTION A: COST PER TRIM & EDGE	\$36.00	\$10.00	\$30.00
<u>RUTENBERG PARK</u>			
COST PER MOW	\$360.00	\$260.00	\$450.00
OPTION A: COST PER TRIM & EDGE	\$180.00	\$75.00	\$100.00
<u>SAN CARLOS POOL</u>			
COST PER MOW	\$36.00	\$75.00	\$40.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$15.00	\$15.00
<u>SAN CARLOS SCHOOL</u>			
COST PER MOW	\$72.00	\$75.00	\$60.00
OPTION A: COST PER TRIM & EDGE	\$36.00	\$20.00	\$20.00
<u>SCHANDLER PARK</u>			
COST PER MOW	\$216.00	\$300.00	\$215.00
OPTION A: COST PER TRIM & EDGE	\$108.00	\$75.00	\$55.00
<u>SUNCOAST SCHOOL</u>			
COST PER MOW	\$180.00	\$120.00	\$240.00
OPTION A: COST PER TRIM & EDGE	\$90.00	\$10.00	\$50.00
<u>TERRY PARK</u>			
COST PER MOW	\$360.00	\$325.00	\$405.00
OPTION A: COST PER TRIM & EDGE	\$180.00	\$75.00	\$100.00

VENDORS	JSM SERVICES INC.	P&T LAWN & TRACTOR SERVICE INC.	VALLEYCREST
THREE OAKS PARK & RETENTION			
COST PER MOW	\$720.00	\$375.00	\$600.00
OPTION A: COST PER TRIM & EDGE	\$900.00	\$75.00	\$130.00
TICE POOL			
COST PER MOW	\$72.00	\$75.00	\$110.00
OPTION A: COST PER TRIM & EDGE	\$360.00	\$10.00	\$20.00
TROPICAL POINT			
COST PER MOW	\$54.00	\$85.00	\$125.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$10.00	\$25.00
VETERANS PARK/SCHOOL(PLUS 2 SCHOOLS)			
COST PER MOW	\$1,260.00	\$900.00	\$1,350.00
OPTION A: COST PER TRIM & EDGE	\$1,200.00	\$200.00	\$245.00
WA-KE HATCHEE PARK			
COST PER MOW	\$720.00	\$450.00	\$650.00
OPTION A: COST PER TRIM & EDGE	\$950.00	\$150.00	\$140.00
WA-KE HATCHEE PARK			
COST PER MOW	\$216.00	\$75.00	\$220.00
OPTION A: COST PER TRIM & EDGE	\$108.00	\$10.00	\$55.00
WATERWAY PARK			
COST PER MOW	\$216.00	\$185.00	\$250.00
OPTION A: COST PER TRIM & EDGE	\$108.00	\$25.00	\$55.00

VENDORS	JSM SERVICES INC.	P & T LAWN & TRACTOR SERVICE INC.	VALLEYCREST
WILD TURKEY STRAND PRESERVE			
COST PER MOW	\$36.00	\$60.00	\$50.00
OPTION A: COST PER TRIM & EDGE	\$18.00	\$25.00	\$15.00
GRAND TOTAL	\$15,309.00	\$11,830.00	\$14,337.00
OPTION A: PER ACRE COST TO MOW ADDITIONAL SITES	\$32.00	\$75.00	\$35.00
OPTION B: HOURLY RATE TO LINE TRIM	\$30.00	\$25.00	\$30.00
OPTION C: COST OF MULCH PER BAG (NO LABOR)	\$3.75	\$2.85	275.00 per 2 cubic foot bag
LABOR PER BAG TO INSTALL MULCH	\$1.25	\$2.50	\$2.00
OPTION D: COST OF MULCH PER SQUARE YARD	\$33.75	\$30.00	\$37.15
LABOR TO INSTALL MULCH PER SQ YARD	\$11.25	\$30.00	\$27.00
OPTION E: PINE MULCH PER BALE	\$4.00	\$4.50	\$3.50
PINE MULCH PER BALE LABOR	\$3.50	\$4.50	\$3.00
OPTION F: WASHED SHELL PER SQUARE LABOR TO INSTALL SHELL PER SQUARE YARD	\$5.50	\$45.00	\$49.00
TO BE STARTED WITHIN ____ CALENDAR DAYS	25	7	60
LOCATION IN LEE COUNTY	YES	YES	YES
MODIFICATIONS	NO	NO	NO
SIGNED	YES	YES	YES
LOCAL BUSINESS TAX ACCOUNT NUMBER	9900570	0905016	9400901
AFFIDAVIT PRINCIPAL PLACE OF BUSINESS	YES	YES	YES

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130845

ACTION REQUESTED/PURPOSE:

1. Approve the franchisee's request to change the name of the solid waste and recycling collection franchise contractor: Choice Environmental Services of Lee County, Inc. ("Choice" owned by Waste Services of Florida, Inc.), to: "Progressive Waste Solutions of FL, Inc." following the change of the company name in June 2013.
2. Authorize the Chairman and the Solid Waste Division to sign all necessary documents, as appropriate, to complete the transfer/name change of the franchise collection agreement (e.g. insurance, bond, guarantee, etc.). Waste Services of Florida, Inc. currently holds the solid waste and recycling collection contract for service area no. 4 (Lee County Contract No. 5188). The company changed its name on June 4, 2013 to Progressive Waste Solutions of FL, Inc. and will be known locally as "Progressive Waste Solutions of FL".

FUNDING SOURCE:

No funds required.

WHAT ACTION ACCOMPLISHES:

Confirms the Board's approval to transfer/change name of the Solid Waste and Recycling Collection Franchise Contract No. 5188 and the contracted operating company (Choice/Waste Services of Florida, Inc.) to the surviving entity Progressive Waste Solutions of FL, Inc.

MANAGEMENT RECOMMENDATION: Approve

Departmental Category: C8A

Meeting Date: 10/22/2013

Agenda:

Consent

Requirement/Purpose: *(specify)*

- Statute
- Ordinance
- Admin Code
- Other Agrmt.

Request Initiated

Commissioner: All
Department: SOLID WASTE
Division: No Divisions
By: Lindsey Sampson

Background:

Choice Environmental Services of Lee, Inc. previously requested and Lee County approved the change of ownership and control of its Lee County solid waste and recycling collection franchise contract for franchise area no. 4 to Waste Services of Florida, Inc. in November of 2012.

The service provider continued to operate in the franchise area mainly serving East Fort Myers, Alva, Lehigh Acres and an area north of the Caloosahatchee River East of I 75 under the name of Choice Environmental Services.

Since then, Waste Services of Florida, Inc. has changed its name to Progressive Waste Solutions of FL, Inc. and Choice Environmental Services, Inc. merged with Progressive Waste Solutions of FL, Inc. necessitating their request to change names on all the operating documents.

This change will have no impact on the contracted "collection fees" or level of service.

11. Required Review:

<i>Lindsey Sampson</i>	<i>Thelma Davis</i>	<i>Jack Peterson</i>	<i>Peter Winton</i>	<i>Doug Meurer</i>	
SOLID WASTE	Budget Analyst	County Attorney	Budget Services	Public Works Director	

12. Commission Action:

The Solid Waste Division recommends approval of the request because:

- Progressive Waste Solutions is a publicly traded company ("BIN").
- All assets (trucks, dumpsters, bins, etc.) remain in Lee County and provide sufficient resources to continue to provide contract service to franchise area no. 4. The company's fleet, dumpsters, and bins will bear the new name Progressive Waste Solutions.
- The Division anticipates a seamless transfer without service interruption and all customer service levels to remain consistent with the franchise agreements. Some questions may arise upon the full implementation of the name change to Progressive Waste Solutions of FL, Inc.

Attachments: Letter from Progressive Waste Solutions dated September 23, 2013

Copies of merger exchange documents with FL Department of State Division of Corporations



5594 6th Street West
Lehigh Acres, FL 33971
T: 239-368-2300
F: 239-368-2800
www.progressivewaste.com

September 23, 2013

Hand Delivered

Mr. Lindsey Sampson
Lee County Solid Waste Director
100500 Buckingham Road
Fort Myers, FL 33905

Re: *The Merger of Choice Environmental Services, Inc., and its subsidiaries (collectively "Choice") and Waste Services of Florida, Inc.'s Name Change*

Dear Lindsey:

Pursuant to The Solid Waste and Recycling Collection Franchise Agreement between Lee County Solid Waste, ("Lee County") and Choice Environmental Services of Lee County, Inc. ("Contractor") made and first entered into October 1st 2010, as amended (collectively referred to herein as the "Agreement"), this letter is being sent to you to notify you of the merger of certain entities and the name change of the surviving entity.

As you were previously made aware, on November 16, 2012, Waste Services of Florida, Inc., purchased Choice. Subsequently, on June 4, 2013, Waste Services of Florida, Inc. changed its name to Progressive Waste Solutions of FL, Inc. On August 16, 2013, Choice Environmental Services of Lee County, Inc. was merged into Choice Environmental Services, Inc., with Choice Environmental Services, Inc. being the surviving entity. On September 9, 2013, Choice Environmental Services, Inc. was merged into Progressive Waste Solutions of FL, Inc., with Progressive Waste Solutions of FL, Inc., being the surviving entity. Nothing else has structurally or operationally changed, as these mergers and the name change are part of a streamlining of the company's corporate structure and a new, company-wide rebranding effort.

Should you have any questions or concerns regarding this matter, please feel free to contact me at the address or phone number above.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Smith".

David Smith
SW Florida Manager

A handwritten signature in blue ink, appearing to read "Kurt Smeed".



F03000006157

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H13000199943 3)))



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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 SEP - 9 PM 3: 46

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13 SEP - 9 PM 12: 38
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
PROGRESSIVE WASTE SOLUTIONS OF FL, INC.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$78.75

APR
9/9/13

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Progressive Waste Solutions of FL, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fees are submitted for filing.

Please return all correspondence concerning this matter to following:

Thomas J. Fowler

Contact Person

IESI Corporation

Firm/Company

2301 Eagle Parkway, Suite 200

Address

Fort Worth, Texas 76177

City/State and Zip Code

tfowler@iesi.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dusty Coates

Name of Contact Person

At

(817) 632-4262

Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILED

2013 SEP -9 PM 3:46

ARTICLES OF MERGER

SECRETARY OF STATE
BUSINESS CORPORATION
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1103, Florida Statutes.

First: The name, jurisdiction and document number of the surviving corporation (the "Surviving Corporation") are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
<u>Progressive Waste Solutions of FL, Inc.</u>	<u>Delaware</u>	<u>F03000006157</u>

Second: The name, jurisdiction and document number of the merging corporation (collectively, the "Merging Corporation") are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
<u>Choice Environmental Services, Inc.</u>	<u>Florida</u>	<u>P04000025188</u>

Third: The Merging Corporation is hereby merged with and into the Surviving Corporation and the separate existence of Merging Corporation shall cease and the Surviving Corporation shall be the surviving corporation in the merger. A copy of the plan of merger is attached hereto (the "Plan of Merger") and made a part hereof by reference as if fully set forth herein.

Fourth: The merger shall become effective as of 12:01 a.m. on September 3, 2013 (the "Effective Date").

Fifth: The Plan of Merger was adopted and approved by the unanimous written consent of the board of directors of the Surviving Corporation on August 29, 2013 and pursuant to section 607.1104, Florida Statutes, shareholder approval was not required.

Sixth: The Plan of Merger was adopted and approved by the unanimous written consent of the board of directors of the Merging Corporation on August 29, 2013 and pursuant to section 607.1104, Florida Statutes, shareholder approval was not required.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Merger as of this 29th day of August, 2013.

Merging Corporation:
Choice Environmental Services, Inc.

Surviving Corporation:
Progressive Waste Solutions of FL, Inc.

By: 
Thomas J. Fowler
Vice President, Secretary & General Counsel

By: 
Thomas J. Fowler
Vice President Secretary & General Counsel

PLAN OF MERGER

THIS PLAN OF MERGER ("Plan of Merger") dated this 29th day of August 2013, has been adopted and approved by and between Progressive Waste Solutions of FL, Inc. , a Delaware corporation ("Progressive" or the "Surviving Corporation"), and Choice Environmental Services, Inc., a Florida corporation ("Choice" or the "Merging Corporation").

RECITALS

WHEREAS, the Merging Corporation is corporation duly organized and existing under and by virtue of the laws of the State of Florida and is a wholly-owned subsidiary of Progressive, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware;

WHEREAS, Progressive and Choice have determined that Choice should be merged into Progressive, pursuant to section 607.1104 of the Florida Statutes and section 253 of the General Corporation Law of Delaware , with Progressive continuing as the surviving corporation of the merger;

WHEREAS, this Plan of Merger has been adopted and approved by the unanimous written consent of the board of directors of the Surviving Corporation;

WHEREAS, this Plan of Merger has been adopted and approved by the unanimous written consent of the board of directors of the Merging Corporations;

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the following terms and conditions of the said merger and mode of carrying the same into effect as follows:

First: The name and jurisdiction of the Surviving Corporation owning all of the outstanding shares of each class of the Merging Corporation:

<u>Name</u>	<u>Jurisdiction</u>
Progressive Waste Solutions of FL, Inc.	Delaware

Second: The name and jurisdiction of the Merging Corporation:

<u>Name</u>	<u>Jurisdiction</u>
Choice Environmental Services, Inc.	Florida

Third: As of 12:01 a.m. on September 3, 2013 (the "Effective Date") and subject to the terms and conditions of this Plan of Merger and in accordance with section 607.1104 of the Florida Statutes and section 253 of the General Corporation Law of Delaware, Choice shall be merged with

and into Progressive, and shall cease (except insofar as it may be continued by statute or in order to carry out the purposes of this Plan of Merger) and Progressive shall continue as the Surviving Corporation.

Fourth: At the Effective Date all of the property, rights, privileges, powers and franchises of the Merging Corporation shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Merging Corporation shall become the debts, liabilities and duties of the Surviving Corporation.

Fifth: The Articles of Incorporation of Progressive in effect on the Effective Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until thereafter amended.

Sixth: The By-Laws of Progressive in effect on the Effective Date shall continue in full force and effect as the By-Laws of the Surviving Corporation until thereafter altered, amended or repealed.

Seventh: The directors and officers of Progressive on the Effective Date shall continue in office as directors and officers of the Surviving Corporation immediately after the Effective Date.

Eighth: The manner and basis of converting the interests, shares, obligations or other securities of the Merged Corporation into the interests, shares, obligations or other securities of the Surviving Corporation, in whole or in part, into cash or other property are as follows:

1. Each share of capital stock of the Surviving Corporation that is issued and outstanding at the Effective Date of the merger shall remain issued and outstanding.
2. All of the issued and outstanding shares of capital stock of the Merged Corporation shall be canceled as of the Effective Date of the merger without compensation.

Ninth: Pursuant to section 607.1104, Florida Statutes, and section 253 of the General Corporation Law of Delaware, this Plan of Merger was adopted and approved by the unanimous written consent of the board of directors of the Merging Corporation and the Surviving Corporation on August 29, 2013.



June 5, 2013

FLORIDA DEPARTMENT OF STATE

Division of Corporations

PROGRESSIVE WASTE SOLUTIONS OF FL, INC.

2301 EAGLE PARKWAY

SUITE 200

FORT WORTH, TX 76177

Re: Document Number F03000006157

The Amendment to the Application of a Foreign Corporation for WASTE SERVICES OF FLORIDA, INC. which changed its name to PROGRESSIVE WASTE SOLUTIONS OF FL, INC., a Delaware corporation authorized to transact business in Florida, was filed on June 4, 2013.

This document was electronically received and filed under FAX audit number H13000123273.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Annette Ramsey
Regulatory Specialist II
Division of Corporation

Letter Number: 013A00014064

Delaware

PAGE 1

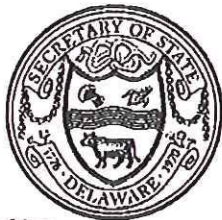
The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "WASTE SERVICES OF FLORIDA, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "PROGRESSIVE WASTE SOLUTIONS OF FL, INC.", THE THIRTY-FIRST DAY OF MAY, A.D. 2013, AT 5:40 O'CLOCK P.M.

3725781 8320

130732817

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0480432

DATE: 06-04-13

P04000025188

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H13000182285 3))



H130001822853ABC/

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850)222-1092
Fax Number : (850)878-5368

FILED
13 AUG 16 PM 2:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

MERGER OR SHARE EXCHANGE
CHOICE ENVIRONMENTAL SERVICES, INC.

RECEIVED

13 AUG 16 AM 8:11

SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	5350.00

420.00

Merger

Electronic Filing Menu Corporate Filing Menu Help

08/16/13
DC

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Choice Environmental Services, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Thomas J. Fowler

Contact Person

IESI Corporation

Firm/Company

2301 Eagle Parkway, Suite 200

Address

Fort Worth, Texas 76177

City/State and Zip Code

tfowler@iesi.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Dusty Coates

Name of Contact Person

At

(817) 632-4262

Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILED
13 AUG 16 PM 2:59
SECRETARY OF STATE
TALLAHASSEE FL 92119

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name, jurisdiction and document number of the surviving corporation (the "Surviving Corporation") are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
<u>Choice Environmental Services, Inc.</u>	<u>Florida</u>	<u>P04000025188</u>

Second: The name, jurisdiction and document number of each merging corporation (collectively, the "Merging Corporations") are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
1. Choice Environmental Services of Broward, Inc.	Florida	P98000070460
2. Choice Environmental Services of Central Florida, Inc.	Florida	P11000049655
3. Choice Environmental Services of Collier, Inc.	Florida	P07000049655
4. Choice Environmental Services of Dade County, Inc.	Florida	P05000075029
5. Choice Environmental Services of Georgia, Inc.	Florida	P11000051324
6. Choice Environmental Services of Highlands County, Inc.	Florida	P10000057056
7. Choice Environmental Services of Lee County, Inc.	Florida	P10000020112
8. Choice Environmental Services of Miami, Inc.	Florida	P04000025199
9. Choice Environmental Services of St. Lucie, Inc.	Florida	P04000025194
10. Choice Recycling Services of Broward, Inc.	Florida	P07000123741
11. Choice Recycling Services of Miami, Inc.	Florida	P06000151449


Third: The Merging Corporations are hereby merged with and into the Surviving Corporation and the separate existence of each of the Merging Corporations shall cease and the Surviving Corporation shall be the surviving corporation in the merger. A copy of the plan of merger is attached hereto (the "Plan of Merger") and made a part hereof by reference as if fully set forth herein.

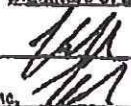
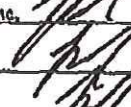
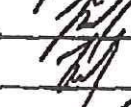
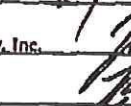







Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

Fifth: The Plan of Merger was adopted and approved by the written consent of the board of directors of the Surviving Corporation on August 15, 2013 and pursuant to section 607.1104, Florida Statutes, shareholder approval was not required.

Sixth: The Plan of Merger was adopted and approved by the written consent of the by the board of directors of the Merging Corporations on August 15, 2013 and pursuant to section 607.1104, Florida Statutes, shareholder approval was not required.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 15th day of August, 2013.

<u>Name of Surviving Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Type or Printed Name of Individual & Title</u>
<u>Choice Environmental Services, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>

<u>Name of Merging Corporations</u>	<u>Signature of an Officer or Director</u>	<u>Type or Printed Name of Individual & Title</u>
<u>Choice Environmental Services of Broward, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Environmental Services of Central Florida, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Environmental Services of Collier, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Environmental Services of Dade County, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Environmental Services of Georgia, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Environmental Services of Highlands County, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Environmental Services of Lee County, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Environmental Services of Miami, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Environmental Services of St. Lucie, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Recycling Services of Broward, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>
<u>Choice Recycling Services of Miami, Inc.</u>		<u>Thomas J. Fowler, VP, Secretary & General Counsel</u>

PLAN OF MERGER

THIS PLAN OF MERGER ("Plan of Merger") dated this 15th day of August 2013, has been adopted and approved by and between Choice Environmental Services, Inc. , a Florida corporation ("Choice" or the "Surviving Corporation"), and (i) Choice Environmental Services of Broward, Inc., a Florida corporation, (ii) Choice Environmental Services of Central Florida, Inc., a Florida corporation, (iii) Choice Environmental Services of Collier, Inc., a Florida corporation, (iv) Choice Environmental Services Dade County, Inc., a Florida corporation, (v) Choice Environmental Services of Georgia, Inc., a Florida corporation, (vi) Choice Environmental Services of Highlands County, Inc., a Florida corporation, (vii) Choice Environmental Services of Lee County, Inc., a Florida corporation, (viii) Choice Environmental Services of Miami, Inc., a Florida corporation, (ix) Choice Environmental Services of St. Lucie, Inc., a Florida corporation, (x) Choice Recycling Services of Broward, Inc., a Florida corporation, and (xi) Choice Recycling Services of Miami, Inc., a Florida corporation (collectively, (i) through (xi), the "Merging Corporations", and each, a "Merged Corporation").

RECITALS

WHEREAS, the Merging Corporations are corporations duly organized and existing under and by virtue of the laws of the State of Florida and are wholly-owned subsidiaries of Choice;

WHEREAS, Choice and the Merging Corporations have determined that the Merging Corporations should be merged into Choice, pursuant to section 607.1104 of the Florida Statutes, with Choice continuing as the surviving corporation of the merger;

WHEREAS, this Plan of Merger has been adopted and approved by the written consent of the board of directors of the Surviving Corporation;

WHEREAS, this Plan of Merger has been adopted and approved by the written consent of the board of directors of the Merging Corporations;

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the following terms and conditions of the said merger and mode of carrying the same into effect as follows:

First: The name and jurisdiction of the Surviving Corporation owning all of the outstanding shares of each class of the Merging Corporations:

<u>Name</u>	<u>Jurisdiction</u>
Choice Environmental Services, Inc.	Florida

Second: The name and jurisdiction of each Merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
1. Choice Environmental Services of Broward, Inc.	Florida
2. Choice Environmental Services of Central Florida, Inc.	Florida
3. Choice Environmental Services of Collier, Inc.	Florida
4. Choice Environmental Services of Dade County, Inc.	Florida
5. Choice Environmental Services of Georgia, Inc.	Florida
6. Choice Environmental Services of Highlands County, Inc.	Florida
7. Choice Environmental Services of Lee County, Inc.	Florida
8. Choice Environmental Services of Miami, Inc.	Florida
9. Choice Environmental Services of St. Lucie, Inc.	Florida
10. Choice Recycling Services of Broward, Inc.	Florida
11. Choice Recycling Services of Miami, Inc.	Florida

Third: At the Effective Date (as defined in the attached Articles of Merger) and subject to the terms and conditions of this Plan of Merger and in accordance with section 607.1104 of the Florida Statutes, the Merging Corporations shall be merged with and into Choice, and each of the separate Merging Corporations shall cease (except insofar as each may be continued by statute or in order to carry out the purposes of this Plan of Merger) and Choice shall continue as the Surviving Corporation.

Fourth: At the Effective Date all of the property, rights, privileges, powers and franchises of the Merging Corporations shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Merging Corporations shall become the debts, liabilities and duties of the Surviving Corporation.

Fifth: The Articles of Incorporation of Choice in effect on the Effective Date shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until thereafter amended.

Sixth: The By-Laws of Choice, as in effect on the Effective Date, shall continue in full force and effect as the By-Laws of the Surviving Corporation until thereafter altered, amended or repealed.

Seventh: The directors and officers of Choice on the Effective Date shall continue in office as directors and officers of the Surviving Corporation immediately after the Effective Date.

Eighth: The manner and basis of converting the interests, shares, obligations or other securities of each Merged Corporation into the interests, shares, obligations or other securities of the Surviving Corporation, in whole or in part, into cash or other property are as follows:

1. Each share of capital stock of the Surviving Corporation that is issued and outstanding at the Effective Date of the merger shall remain issued and outstanding.
2. All of the issued and outstanding shares of capital stock of each Merged Corporation shall be canceled as of the Effective Date of the merger without compensation.

Ninth: Pursuant to section 607.1104, Florida Statutes, this Plan of Merger was adopted and approved by the written consent of the board of directors of the Merging Corporations and the Surviving Corporation on August 15, 2013 and shareholder approval was not required.

ACTION REQUESTED/PURPOSE:

- A) Award project B-130393 BEN C. PRATT/SIX MILE CYPRESS LANDSCAPE & IRRIGATION PROJECT FROM DANIELS PARKWAY TO COLONIAL BOULEVARD to the lowest responsive, responsible bidder meeting all bid requirements, Hannula Landscape & Irrigation, Inc., in the not-to exceed amount of \$628,110.39.
- B) Grant the DOT Director, with County Administration approval, the discretion to approve a 10% contingency expenditure in the amount of \$62,811.04, if doing so is in the best interest of the County, for a total potential contract amount of \$690,921.43.
- C) Authorize Chair to execute agreement upon receipt.
- D) Grant the Procurement Director, with County Administration approval, the authority to act on behalf of the Board in the event of non-compliance to proceed to the next qualified contractor or re-advertise this project.

FUNDING SOURCE:

Fund – Capital Improvement; Program – Capital Project; Projects – Six Mile Cypress Landscaping. Funds are available in the FY 2012/13 CIP.

WHAT ACTION ACCOMPLISHES:

Provides a landscape and irrigation contractor for the Ben C. Pratt / Six Mile Cypress Landscape & Irrigation Project From Daniels Parkway To Colonial Boulevard. Maintenance for one year is also included in the total award amount.

MANAGEMENT RECOMMENDATION: Approve.

Departmental Category: C12A

Meeting Date: 10/22/2013

Agenda:

Requirement/Purpose: *(specify)*

Consent

- Statute
- Ordinance
- Admin Code AC-4-4
- Other

Request Initiated

Commissioner:

Department: TRANSPORTATION

Division: Administration

By: David Loveland

Background:

The Department of Transportation submitted a request to Procurement Management to obtain bids for the project known as Ben C. Pratt / Six Mile Cypress Parkway From Daniels Parkway To Colonial Boulevard. The anticipated cost required the use of the formal, sealed advertised procedure.

On the bidding deadline of August 20, 2013, Procurement Management received three (3) bids. The bids have been reviewed by the Department of Transportation and Project Consultant, Johnson Engineering, Inc., and it is being recommended that award be made to the lowest responsive, responsible bidder meeting all bid requirements, Hannula Landscaping & Irrigation, Inc. (a local vendor), in the amount of \$628,110.39 and approval of a 10% contingency in the amount of \$62,811.04, for a total project expenditure of \$690,921.43. Substantial completion of the installation and irrigation is due within 90 calendar days.

The standard practice for a landscaping phase in conjunction with a road widening project is to limit the landscaping to the same limits of the road widening, which in this case would have been from Daniels Parkway to the Winkler Extension. However, in order to provide a more complete landscaped corridor segment, the landscaping is being extended beyond the limits of the recent road widening north to Colonial Boulevard.

Funds are available in the following account: 20460430100

11. Required Review:

<i>David Loveland</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>Dawn Perry-Lehnert</i>	<i>Doug Meurer</i>	
TRANSPORTATION	Budget Analyst	Risk	County Attorney	Public Works Director	

12. Commission Action:

Attachments:

- 1) Bid Tabulation Dated June 11, 2013
- 2) Department Recommendation of Award
- 3) Consultant Recommendation of Award
- 4) Construction Contract
- 5) Public Payment & Performance Bond

M E M O R A N D U M
FROM
DEPARTMENT OF TRANSPORTATION

DATE: 8/22/13

TO: PROCUREMENT MANAGEMENT

FROM: Bob DeBrock

RE: RECOMMENDATION OF BID AWARD

PROJECT NAME Ben C. Pratt/Six Mile Cypress Pkwy. Landscape & Irrigation Project from Daniels Pkwy. to Colonial Blvd.

BID NO: B-130493 PROJECT MANAGER Bob DeBrock

A review by this office of Hannula Landscaping & Irrigation, Inc. has been completed. The following has been reviewed and verified:

- experience in the same type of work being requested under this project
- Qualifications and capabilities to perform same type of work
- reviewed and verified information submitted in the Contractor Qualification Questionnaire
- review and verified appropriate license(s) to perform advertised scope of work

Based upon final review the apparent low bidder is qualified to construct this project and it is recommended that the Contract be awarded to the above said bidder for:

The total price of \$ 628,110.39 plus \$62,811.03 contingency.

If the total awarded Contract Price is to include alternate bid items indicate which "alternate bid items" are recommended to be included in the award and amounts.

<u>Alternate</u>	<u>Amount</u>
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>

If applicable, obtain and attach a copy of the project Consultants recommendation

If recommending other than the apparent low bidder, specify justification: _____

Funds are available/will be made available in account string number: Various Capital and Operating

Account Narrative: _____

Any additional required information to be included on the Blue Sheet for award (ie; transfer of funds, budget amendment, etc.): _____



August 21, 2013

Robert "Bob" DeBrock
Supervisor, Landscape Inspection
Lee County Department of Transportation
5560 Zip Drive
Fort Myers, FL 33905

Re: Solicitation No. B-130493: Ben C. Pratt / Six Mile Cypress Landscape & Irrigation
Project from Daniels Parkway to Colonial Boulevard – Bid Award Recommendation

Dear Mr. DeBrock:

I have reviewed all of the bids for the above referenced project and it is my opinion that Hannula Landscaping and Irrigation, Inc. is the lowest qualified bidder. The documentation submitted with their bid appears to be correct and their Grand Total, Not to Exceed Amount was the lowest of all responding bidders. Therefore, I recommend awarding this contract to Hannula Landscaping and Irrigation, Inc. If you have any questions, please do not hesitate to contact me.

Sincerely,

JOHNSON ENGINEERING, INC.

K. Scott Smith, ASLA
Senior Landscape Designer

KSS
20055612-001

PART E
LEE COUNTY CONSTRUCTION CONTRACT
AGREEMENT FORM

Contract No. _____

Board Award Date: _____

AGREEMENT

made as of the _____ day of _____ in year of 2013
BETWEEN the COUNTY: Board of County Commissioners, Lee County, Florida
and the CONTRACTOR:

Hannula Landscape & Irrigation, Inc.
28131 Quails Nest Lane
Bonita Springs, FL 34135
Phone 239-992-2210

Check Appropriate Line:
 Individual
 Partnership
 Incorporated in the
State of _____

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

ARTICLE 1. WORK

The CONTRACTOR shall perform all the work required by the Contract Documents:

Scope of work: Installation of landscape and irrigation system on Ben C. Pratt / Six Mile Cypress Parkway from Daniels Parkway to Colonial Boulevard along with maintenance.

in full accordance with the drawings and as elaborated in the specifications.

PROJECT NAME: _____

LOCATION: Lee County, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: (express in words and numerals) Six Hundred Twenty-Eight Thousand One Hundred Ten Dollars and 39 Cents (\$628,110.39).

CONSTRUCTION CONTRACT
ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER'S Representative by the CONTRACTOR, and Certificates for Payment issued by the OWNER'S Representative, the COUNTY shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1 Not later than fifteen (15) calendar days following the approval of an Application for payment, ninety percent (90%) of the portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the COUNTY.

3.1.1 At the discretion of the project manager, department director and final authorization by the Public Works Director, once the project reaches 50% completion and the County is holding 5% of the total contract amount, no further retainage may be withheld from the subsequent monthly invoices, provided however, that the project is on schedule. At any time the project falls behind schedule, the County retains the exclusive right to revert back to the original contract terms, by withholding the full 10% retainage, until the project is back on schedule or the project is completed.

3.2 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the COUNTY shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the Lee County Board of County Commissioners and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, all of which are made a part hereof as if attached and enumerated as follows:

4.1 Lee County Request for Bids/Project Manual Titled: **B-130493 BEN C. PRATT / SIX MILE CYPRESS LANDSCAPE AND IRRIGATION PROJECT FROM DANIELS PARKWAY TO COLONIAL BOULEVARD**

DATED: June, 2013

4.1.1 Contractors Bid Proposal Dated August 20, 2013, ATTACHED AS EXHIBIT "A"

4.2 Project Drawings consisting of the following sheets listed by title and date:

Sheet No.	Description	Date
Cover	Cover Sheet	06/13
Key	Key Sheet	06/13
T-1 - T-3	Landscape Tabulation of Quantities	06/13
LA-1 - LA-49	Planting Plans	06/13
LA-50 - LA-51	Planting Details	06/13
LA-52	Planting Details and Notes	06/13
IR-1 - IR-49	Irrigation Plans	06/13
IR-50 - IR-52	Irrigation Details	06/13

CONSTRUCTION CONTRACT
ARTICLE 4. CONTRACT DOCUMENTS (Continued)

4.3 Public Payment and Performance Bond

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Addenda Addendum One Dated July 18, 2013, Addendum Two Dated July 26, 2013, Addendum Three Dated August 2, 2013, Addendum Four Dated August 12, 2013, Addendum Five Dated August 14, 2013, Addendum Six Dated August 15, 2013.

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award: None.

4.8 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 5.6 and 5.7 of the General Conditions (Part F of the Bid Documents).

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal.

5.3 Final completion shall be achieved not later than the number of days specified in the Bid Proposal.

Liquidated Damages:

5.4 The COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that the COUNTY will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the COUNTY if the work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of \$1,423.00 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable for any Actual Damages sustained by the COUNTY due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual Damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity. The COUNTY shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days notice prior to submitting the adjusted amount due to the Clerk for payment.

CMO:006(3 of 5)
REV: 03/18/04

CONSTRUCTION CONTRACT

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the COUNTY to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. CMO:013, has been approved by the COUNTY.

6.2 Terms used in the Agreement which are defined in the General Conditions of the Contract (Part F of the Bid Documents) shall have the meaning designated in those conditions.

6.3 The COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

CONSTRUCTION CONTRACT

In witness whereof, COUNTY and CONTRACTOR have signed this agreement in duplicate. One counterpart has been retained by the Clerk of the Board of County Commissioners, one to the Project Sponsoring Department, and one part each has been delivered to the Lee County Procurement Management, and the CONTRACTOR. All portions of the Contract Document have been signed or identified by COUNTY and CONTRACTOR, or by COUNTY'S CONSULTANT on their behalf.

Signed, sealed, and delivered in the presence of:

Secretary

(Correct Name of Business)

BY: _____

(Corporate Seal)

Title

Date: _____

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board

BY: _____
Chair

BY: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM

BY: _____
Assistant County Attorney

SOLICITATION NO.: B-130493

PART D

OFFICIAL BID FORM

FOR

B-130493 BEN C. PRATT / SIX MILE CYPRESS LANDSCAPE AND IRRIGATION PROJECT FROM DANIELS PARKWAY TO COLONIAL BOULEVARD

Bids are to be submitted in "TRIPLICATE" by
2:30 p.m., TUESDAY, JULY 30, 2013, to:

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT
COUNTY/CITY ANNEX BUILDING
1825 HENDRY ST, 3RD FL, FORT MYERS, FL 33901

or mail to:

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT
Post Office Box 398
Fort Myers, FL 33902-0398

BID OPENING:

DIVISION OF PROCUREMENT MANAGEMENT
COUNTY/CITY ANNEX BUILDING
1825 HENDRY ST, 3RD FL, CONFERENCE ROOM, FORT MYERS, FL 33901

**TUESDAY, JULY 30, 2013
2:30 P.M.**

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BIDDER: Hawwala Landscaping And Irrigation, Inc.
Individual or Firm Name

*Copy
H
Exhibit 'A'*

CMO:003 (1 OF 4)

Revised: 5/23/12

SOLICITATION NO. B-130493

PART D

OFFICIAL BID FORM

DATE: _____

TIME: _____

Division of Procurement Management
Board of County Commissioners
P O Box 398
Ft Myers Florida 33902-0398

Gentlemen:

1. The Undersigned, hereinafter called "BIDDER", having visited the site of the proposed project and having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

BEN C. PRATT / SIX MILE CYPRESS LANDSCAPE AND IRRIGATION PROJECT FROM DANIELS PARKWAY TO COLONIAL BOULEVARD

in full accordance with the drawings and specifications prepared in accordance with your Advertisement for Bids, Instruction to Bidders, Construction Contract and all other documents related thereto on file with Lee County Division of Procurement Management, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

See Pages D2a –D2c

2. There is enclosed a Certified Check, Cashier's Check or Bid Bond (paper or electronic format) in the amount of **THIRTY-THREE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$33,395.00)** payable to the Lee County Board of County Commissioners as a guarantee for the purpose set out in the Instruction to Bidders.

3. The BIDDER hereby agrees that:

- (a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame. Once the bidder has been notified that his bid has been awarded by the Board of County Commissioners, within the above time frame the price proposed as submitted shall constitute the contract price which shall be executed within the time frames established by these documents.

CMO:003 (2 of 4)

D-2

ADDENDUM FIVE DATED AUGUST 14, 2013

Revised: 5/23/12

COST ESTIMATE

PAY ITEM NO.	SYM.	DESCRIPTION	SIZE	UNIT	QUANTITY	UNIT COST	TOTAL COST
LANDSCAPE INSTALLATION							
TREES							
A-1	AR	RED MAPLE - ACER RUBRUM 'FLORIDA FLAME'	12-14' HT, 4-5' SPR, 3" CAL, 32" MIN. B&B DIA.	EA	52	\$ 209.00	\$ 10,868.00
A-2	MF	SIMPSON'S STOPPER - MYRCIANTHES FRAGRANS	46" HT, 7 GAL	EA	116	\$ 27.50	\$ 3,190.00
A-3	MV	SWEETBAY MAGNOLIA - MAGNOLIA VIRGINIANA	10-12' HT, 25 GAL, MULTI-TRUNK	EA	27	\$ 246.00	\$ 6,642.00
A-4	PE	SLASH PINE - PINUS ELLIOTTII 'DENSE'	11', 13', & 15' HTS, 2-3' SPR, 2" CAL, 25 GAL	EA	49	\$ 210.00	\$ 10,290.00
A-5	QV	LIVE OAK - QUERCUS VIRGINIANA 'CATHEDRAL'	12-14' HT, 6.5' SPR, 3.5" CAL, 36" MIN. B&B DIA.	EA	96	\$ 264.00	\$ 25,344.00
SUB-TOTAL TREES NOT-TO-EXCEED AMOUNT							\$ 56,334.00
PALMS							
A-6	AM	CHRISTMAS PALM - ADONIDIA MERRILLII	8' CT, FIELD GROWN, SINGLE TRUNK	EA	6	\$ 291.00	\$ 1,746.00
A-7	RE	FLORIDA ROYAL PALM - ROYSTONEA ELATA	5-6' CW, 20-25' HT, 17" MIN. CAL. @ 3'	EA	15	\$ 546.00	\$ 8,190.00
A-8	SP	SABAL PALM - SABAL PALMETTO	14', 16', & 18' CT, FIELD GROWN, FULLY BOOTED	EA	141	\$ 115.00	\$ 16,215.00
SUB-TOTAL PALMS NOT-TO-EXCEED AMOUNT							\$ 26,151.00
MULCH							
A-9	PB	PINE BARK NUGGETS (IN CROWNED MEDIANS)	3" DEPTH	CY	399	\$ 39.66	\$ 15,824.34
A-10	PS	PINE STRAW (IN SWALED MEDIANS)	3" DEPTH	BALE	2179	\$ 4.85	\$ 10,568.15
A-11	SH	WASHED SHELL	3" DEPTH	CY	9	\$ 75.00	\$ 675.00
SUB-TOTAL MULCH NOT-TO-EXCEED AMOUNT							\$ 27,067.49
SITE WORK							
A-12	SO	SOIL PREP., HERBICIDE APP., LOWER SOIL ELEVATION TO 4" BELOW B.O.C.		CY	60	\$ 59.60	\$ 3,576.00
A-13	SU	TREE SUMPS		EA	386	\$ 12.00	\$ 4,632.00
A-14		MOBILIZATION		L.S.	1	\$ 15,240.00	\$ 15,240.00
A-15		MAINTENANCE OF TRAFFIC FOR LANDSCAPE		L.S.	1	\$ 2,975.00	\$ 2,975.00
A-16		SILT FENCE AROUND DRAINS		EA	21	\$ 30.00	\$ 630.00
A-17		BAHAGRASS SOD PLACED & ROLLED, FOR REPAIRS ONLY, PASPALUM NOTATUM 'ARGENTINE'		S.F.	27200	\$ 0.22	\$ 5,984.00
SUB-TOTAL SITE WORK NOT-TO-EXCEED AMOUNT							\$ 33,037.00
A	LANDSCAPE INSTALLATION SUBTOTAL NOT-TO-EXCEED AMOUNT						\$ 142,589.49
IRRIGATION INSTALLATION							
B-1	W	PAIGE ELECTRIC HUNTER ID2-BLU		LF	12720	\$ 0.78	\$ 9,921.60
B-2	W	PAIGE ELECTRIC HUNTER ID2-ORG		LF	11980	\$ 0.78	\$ 9,344.40
B-3	GV	4" MUELLER A-2360 SERIES RESILIENT WEDGE		EA	14	\$ 1,140.00	\$ 15,960.00
B-4	SV	RAINBIRD 100-PESB-R (INCLUDES VALVE BOX, GRAVEL, BRICKS, FABRIC, ETC.)		EA	3	\$ 637.00	\$ 1,911.00
B-5	SV	RAINBIRD 150-PESB-R (INCLUDES VALVE BOX, GRAVEL, BRICKS, FABRIC, ETC.)		EA	21	\$ 695.00	\$ 14,595.00
B-6	BU	HIT 502-015 (INCLUDES FITTINGS, FUNNY PIPE, ETC.)		EA	260	\$ 6.70	\$ 1,742.00
B-7	BU	HIT 502-017 (INCLUDES FITTINGS, FUNNY PIPE, ETC.)		EA	737	\$ 6.70	\$ 4,937.90
B-8	MB	MAINLINE BLOWOFF ASSEMBLY		EA	2	\$ 1,600.00	\$ 3,200.00
B-9	ML	4" CLASS 200 RT PURPLE		LF	26840	\$ 4.10	\$ 110,044.00
B-10	LL	2" CLASS 200 PURPLE		LF	2060	\$ 1.20	\$ 2,472.00
B-11	LL	1-1/2" CLASS 200 PURPLE		LF	5220	\$ 0.75	\$ 3,915.00
B-12	LL	1" CLASS 200 PURPLE		LF	6380	\$ 0.40	\$ 2,552.00
B-13	LL	3/4" CLASS 200 PURPLE		LF	11420	\$ 0.30	\$ 3,426.00
B-14	CO	1 1/4" SDR 13.5		LF	3400	\$ 8.00	\$ 27,200.00
B-15	CP	PRESSURE CHECK POINT - 0-160 PSI LIQUID FILLED PRESSURE GAUGE		EA	2	\$ 14.00	\$ 28.00
B-16	GP	GROUND PLATE		EA	3	\$ 311.00	\$ 933.00
B-17	GR	GROUND ROD		EA	22	\$ 241.00	\$ 5,302.00
B-18	SL	4" HDPE SDR 11 - AS WATER CONVEYANCE		LF	3246	\$ 17.00	\$ 55,182.00
B-19	SL	1 1/4" HDPE SDR 13.5		LF	540	\$ 13.00	\$ 7,020.00
B-20	PS	NEMW PUMP STATION		EA	1	\$ 49,510.00	\$ 49,510.00
B-21	CO	HARCO 4" HDPE TO PVC PIPE CONNECTIONS		EA	32	\$ 360.00	\$ 11,520.00
B-22		MAINTENANCE OF TRAFFIC FOR IRRIGATION		L.S.	1	\$ 7,870.00	\$ 7,870.00
B	SUB-TOTAL IRRIGATION NOT-TO-EXCEED AMOUNT						\$ 348,585.90
C	SITE MAINTENANCE (Medians & Roadside Areas to Right-of-Way Line for one (1) year)						
C-1		MAINTENANCE OF TRAFFIC, SITE MAINTENANCE		L.S.	1	\$ 4,515.00	\$ 4,515.00
C-2		LITTER & DEBRIS PICK-UP & REMOVAL		EA	21	\$ 240.00	\$ 5,040.00
C-3		WEEDING & WEED CONTROL		EA	21	\$ 1,084.00	\$ 22,764.00
C-4		MOWING		EA	21	\$ 773.00	\$ 16,233.00
C-5		FERTILIZER & FERTILIZER APPLICATION (18-3-6 LIQUID - OCTOBER, DECEMBER, MARCH, MAY) 10 GAL. PER APPLICATION		EA	4	\$ 666.00	\$ 2,664.00
C-6		FERTILIZER & FERTILIZER APPLICATION (HIGH MANGANESE GRANULAR COMBO - JULY, SEPTEMBER) 1500 LBS. PER APPLICATION		EA	2	\$ 1,966.00	\$ 3,932.00
C-7		PRUNING		L.S.	1	\$ 7,436.00	\$ 7,436.00
C-8		DISEASE & INSECT CONTROL		L.S.	1	\$ 12,940.00	\$ 12,940.00
C-9		IRRIGATION SYSTEM INSPECTION, REPAIR & WATERING		EA	9	\$ 310.00	\$ 2,790.00
C-10		MULCH & MULCHING		L.S.	1	\$ 19,645.00	\$ 19,645.00
C-11		EDGING		EA	21	\$ 1,856.00	\$ 38,976.00
C	SUB-TOTAL SITE MAINTENANCE NOT-TO-EXCEED AMOUNT						\$ 136,935.00
A	LANDSCAPE INSTALLATION SUBTOTAL NOT-TO-EXCEED AMOUNT						\$142,589.49
B	IRRIGATION INSTALLATION SUBTOTAL NOT-TO-EXCEED AMOUNT						\$348,585.90
C	SITE MAINTENANCE SUBTOTAL NOT-TO-EXCEED AMOUNT						\$136,935.00
GRAND TOTAL NOT-TO-EXCEED AMOUNT BID AMOUNT							\$628,110.39

(b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the COUNTY in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Payment and Performance Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Payment and Performance Bond shall be in the amount of one hundred percent (100%) of the accepted bid. The BIDDER shall, within seven (7) calendar days of the Notice of Award, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of breach of any of the agreements of this proposal, the bid deposit shall be forfeited.

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. 1 Dated 7/18/2013 Addendum No. 3 Dated 8/2/2013 Addendum No. 5 Dated 8/14/2013

Addendum No. 2 Dated 7/26/2013 Addendum No. 4 Dated 8/12/2013 Addendum No. 6 Dated 8/15/2013

5. If awarded this construction contract, the BIDDER agrees to complete the work covered by this contract as follows:

- (a) Substantial completion Phase I, Submittal Phase, complete within thirty (30) consecutive calendar days from the date of Official Notice to Proceed. Work includes but is not limited to submittals approved by COUNTY; permits approved and issued; testing complete and results submitted to COUNTY; MOT plan approved by COUNTY; plants located, tagged and approved by COUNTY; utility locates completed; beds marked out and plant locations for trees and palms staked and approved by COUNTY. Inclusive in Phase I is a ten (10) day review by the County Representative for each submittal and a twenty (20) day plant inspection by the County Representative. Re-submittal or re-inspection of any non-approved items shall not relieve the contractor of meeting Phase I completion. If any submittal approval or inspection exceeds the time allotted for the review or inspection, the CONTRACTOR will be granted a day for day time extension for those items only. Work on Phase II cannot begin until work on Phase I is complete and accepted by the COUNTY, unless otherwise approved by the COUNTY, however, associated liquidated damages may not be waived.
- (b) Substantial completion, Phase II, Irrigation Phase, complete within sixty (60) consecutive calendar days from the date of Official Notice to Proceed. Work includes but is not limited to: pump station installation, power connections complete, irrigation mainline installed and bed preparation complete. Work on Phase III cannot begin until Phase II is complete and accepted by the COUNTY, unless otherwise approved by the COUNTY, however associated liquidated damages may not be waived.
- (c) Substantial completion, Phase III, Planting Phase, complete within ninety (90) consecutive calendar days from the date of Official Notice to Proceed. Work includes but is not limited to all planting complete, irrigation complete and operational, hardscape complete, and punchlist complete.
- (d) Both the COUNTY and CONTRACTOR recognize that the liquidated damages reflect a good faith estimate and that the injury to COUNTY which could result from a failure of CONTRACTOR to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the CONTRACTOR.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the COUNTY, also that no head of any department or employee therein, or any officer of Lee County, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the COUNTY or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this documents. The BIDDER further agrees to hold harmless, defend and indemnify the COUNTY and its agents for any losses including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Hannula Landscaping And Irrigation, Inc. N-A
(Name of License Holder) (State Certificate No.)
9301429 Professional Landscaping Company
9901151 Irrigation Lawn Sprinkler Contractor LS 00017
(Occupational No.) (Lee County Competency No.)
(specify jurisdiction)
FDOT F650375795001
(State Registration No.)

In witness whereof, the BIDDER has hereunto set his signature and affixed his seal this 20th day of August, A.D., 2013.

ATTEST: Dale F. Hannula (SEAL)
Secretary

By: Printed Dale F. Hannula

By: Signature Dale F. Hannula

TITLE: President

Hannula Landscaping And Irrigation, Inc. Dale F. Hannula
Company Name Contact Person

28131 Quails Nest Lane dhannula@hannulaLandscaping.com
Mailing Address E-mail of Contact Person

Bonita Springs, Florida 34135 239-992-2210
City, State, and Zip Phone Number

239-498-6818
Fax Number

SOLICITATION NO.: **B-130493**

Bond No. 41279833

BID BOND

Complete EITHER Section 1, Lee County Paper Bid Bond, OR Section 2, Lee County Electronic Bid Bond

Section 1 – Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Hannula Landscaping and Irrigation, Inc. as Principal, and
(BIDDER'S Name)

Platte River Insurance Company a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, in the SUM OF **THIRTY-THREE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$33,395.00)**.

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 20th day of August, 2013

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

BEN C. PRATT / SIX MILE CYPRESS LANDSCAPE AND IRRIGATION PROJECT FROM DANIELS PARKWAY TO COLONIAL BOULEVARD

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

[Signature]
(By)

[Signature] (SEAL)
(Principal)
Dale F. Hannula
Printed Name

Witness as to Surety:

[Signature]
Brenda Thomas, as to Surety

[Signature] (SEAL)
Platte River Insurance Company
(Surety's Name)
[Signature]
(By-As Attorney-in-Fact, Surety) David B. Shick

Affix Corporate Seals and attach proper Power of Attorney for Surety.

CMO:001

D-5a

ADDENDUM FIVE DATED August 14, 2013

Revised: 5/23/12

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41279833

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DAVID B SHICK-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



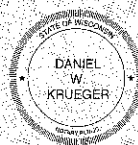
PLATTE RIVER INSURANCE COMPANY

David F. Pauly

David F. Pauly
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of August 2013.



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

LEE COUNTY CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND

BOND NO:

1. Know all men by these presents, that Hannula Landscape & Irrigation, Inc., 28131 Quails Nest Lane, Bonita Springs, Florida 34135 phone 239-992-2210, hereinafter referred to as the CONTRACTOR, as Principal, and _____, a corporation, licensed to do business in the State of Florida, hereinafter called SURETY, located at:

held and firmly bound unto the Lee County Board of County Commissioners, P O Box 398, Fort Myers, FL 33901, (239) 533-5450, a Political Subdivision of the State of Florida as "Owner", in the full and just sum of Six Hundred Twenty-Eight Thousand One Hundred Ten Dollars and 39 Cents (\$628,110.39, lawful money of the United States of America, to the payment of which sum, will and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the CONTRACTOR has entered into a certain written Contract with the COUNTY as the OWNER, dated the ____ day of _____, 2013, for: Legal Description of project, **Section 33, Township 44, Range 25**, for the project known as **B-130493 Ben C. Pratt / Six Mile Cypress Landscape & Irrigation Project From Daniels Parkway To Colonial Bouelvard**, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof in its' entirety for the purpose of perfecting this bond.

3. NOW, THEREFORE, the conditions of this obligation are such that if CONTRACTOR shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract Documents (which includes the Notice to Bidders, Instruction to Bidders, Bid Proposal Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications, Change Orders, and such alterations thereof as may be made as provided for therein), and shall promptly make payments to all claimants for any and all labor and materials used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

3.1 The undersigned shall indemnify and save harmless the OWNER from and against all costs, expenses and damages, including litigation costs and attorneys fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said CONTRACTOR, his agents, servants or employees in the execution or performance of said Contract with the OWNER.

3.2 The undersigned shall promptly make payment(s) to all persons supplying services, labor, material or supplies used directly or indirectly by said CONTRACTOR, or any SubContractor or Sub-SubContractor, in the prosecution of the work provided for in said Contract with the OWNER.

CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)

3.3 The undersigned agree to promptly pay to the OWNER any difference between the sum to which the CONTRACTOR would be entitled for the completion of the contract including any damages, direct, liquidated or delay, which the OWNER may sustain by reason of failure of the CONTRACTOR to properly and promptly perform and abide by all of the provisions of said Contract, and any sum which the OWNER may be or was obligated to pay for the completion of said Work by the CONTRACTOR.

3.4 The undersigned SURETY covenants and agrees that change orders, extensions of time, alterations or additions to the terms of the Contract or the Work to be performed thereunder, or the specifications accompanying the same shall in no way effect their obligation on this Bond, and the SURETY does hereby expressly waive notice of any such changes, extensions of time, alterations or additions, so long as the fundamental nature of the work on the Project by the CONTRACTOR is not changed.

3.5 Subject to the OWNER'S priority, claimants covered by Section 713.01, Florida Statutes, shall have a direct right of action against the Principal and Surety under this obligation, after written notice is provided to the OWNER of the performance of labor or delivery of materials or supplies, and non-payment thereof. Any claimant who seeks to recover against the Principal or Surety under this obligation must also satisfy the notice requirements and time limitations of Section 255.05, Florida Statutes, as they may be revised from time to time.

4.1 The CONTRACTOR and the SURETY shall hold the County harmless from any and all damages, expenses and cost, or lawsuits, which may arise by virtue of any defects in said work or materials within the period of one (1) year from the date of OWNER'S express acceptance of the project, providing, however, that upon completion of the Work, the amount of this bond shall be reduced to 100% of the Contract Price.

5.1 This public payment and performance bond shall be governed by the laws, administrative rules, and regulations of the State of Florida. Any claims or suits instituted under this bond shall be governed solely by the laws of the State of Florida.

SIGNED and sealed this, the _____ day of _____, 2013

CONTRACTOR, As Principal:

WITNESS

Firm Name

By: _____ (SEAL)

Signature

Signature

Type Name and Title

Type Name and Title

WITNESS: (if no Seal)

Signature

Type Name and Title

CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)

COUNTERSIGNED, as SURETY

Title

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

Name

Address

City, State, Zip Code

AM Best, NAIC or FEIN Number

Power-of-Attorney Signature

BEFORE me, a Notary Public, duly commissioned, qualified and acting personally, appeared:

to me well-known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for _____, as Surety, and that he has been authorized by said Surety to execute the foregoing Public Payment and Performance Bond on behalf of the (CONTRACTOR) Principal named therein in favor of the OWNER.

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2013, by _____ (Print or Type Name)

who has produced _____ (Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130872

ACTION REQUESTED/PURPOSE:

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's website, www.leeclerk.org by accessing the BoCC Minutes and Documents link.

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Florida Statute Chapter 136.06(1) requires that all County disbursements be recorded in the Minutes of the Board.

MANAGEMENT RECOMMENDATION: Compliance with the requirements of FS 136.06(1).

Departmental Category: C16A

Meeting Date: 10/22/2013

Agenda:

Consent

Requirement/Purpose: (specify)

- Statute 136.06(1)
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner: All

Department: CONSTITUTIONAL OFFICERS

Division: Clerk of Courts

By: Terry Mallow

Background:

11. Required Review:

<i>Terry Mallow</i>					
FINANCE					

12. Commission Action:

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130872

1. ACTION REQUESTED/PURPOSE:

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's website, www.leeclerk.org by accessing the BoCC Minutes and Documents link.

2. FUNDING SOURCE: N/A

3. WHAT ACTION ACCOMPLISHES:

Florida Statute Chapter 136.06(1) requires that all County disbursements be recorded in the Minutes of the Board


4. MANAGEMENT RECOMMENDATION:

Compliance with the requirements of FS 136.06(1)

5. Departmental Category: <u>CIGA</u>		6. Meeting Date: 10/22/2013	
7. Agenda:		8. Requirement/Purpose: (specify)	
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute <u>136.06 (1)</u>	9. Request Initiated:	
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Commissioner: <u>All</u>	
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Department: <u>Constitutional Officers</u>	
<input type="checkbox"/> Public	<input type="checkbox"/> Other	Division: <u>Clerk of Courts</u>	
<input type="checkbox"/> Walk-On		By: <u>Terry Mallow</u>	

10. Background:

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
									

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130873

ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 30 thru October 4, 2013: October 1, 2013 (Regular).

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011.

MANAGEMENT RECOMMENDATION: Approve.

Departmental Category: C16B

Meeting Date: 10/22/2013

Agenda:

Consent

Requirement/Purpose: (specify)

- Statute 286.011
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner: All
Department: CONSTITUTIONAL OFFICERS
Division: Clerk of Courts
By: Lisa L. Pierce

Background:

The summary of each of the above Minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final minutes now presented for approval.

Attached is a listing of all documents that have not been received as of the date the Blue Sheet approval request was submitted for the Agenda.

11. Required Review:

<i>Lisa Pierce</i>					
MINUTES					

12. Commission Action:

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130873

1. ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 30 thru October 4, 2013

October 1, 2013 (Regular)

2. FUNDING SOURCE:

Not Applicable.

3. WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011

4. MANAGEMENT RECOMMENDATION:

Approve.

5. Departmental Category:

CLCB

6. Meeting Date:

10/22/13

7. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**8. Requirement/Purpose:
(specify)**

- Statute
- Ordinance
- Admin. Code
- Other

9. Request Initiated:

Commissioner _____
Department Minutes Office
Division _____
By: Lisa L. Pierce,
Minutes Office Manager

10. Background:

The summary of each of the above Minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final minutes now presented for approval.

Attached is a listing of all documents that have not been received as of the date the Blue Sheet approval request was submitted for the Agenda.

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

REGULAR MEETING NEEDS LIST

OCTOBER 1, 2013

ITEM NO.	BLUE SHEET	DESCRIPTION	COPY	ORIGINAL	SCAN
C14(a)	20130798	Easement – Sue Ann & David Mayhood County Deed			
C16(a)	20130807	Disbursements			