

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
REMOVAL OF INVASIVE EXOTIC TREES

DATE SUBMITTED: 1-13-2012


VENDOR NAME: Cooper Timber Harvesting, Inc.

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.

The undersigned acknowledges
receipt of Addenda numbers:



TO BE STARTED WITHIN 10 CALENDAR DAYS AFTER
RECEIPT OF AWARD AND PURCHASE ORDER.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?

Yes _____ No ☒ _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME: Cooper Timber Harvesting, Inc.

BY (Printed): Wayne R. Cooper

BY (Signature): Wayne R. Cooper

TITLE: PRESIDENT

FEDERAL ID # OR S.S. # 65-0562150

ADDRESS: 2056 NE NEWBERRY DRIVE

ARCADIA, FL 34266

PHONE NO.: 863-494-0240

FAX NO.: 863-494-0240

CELLULAR PHONE/PAGER NO.: 863-990-1304

DUNS#: 177444270

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: N/A

E-MAIL ADDRESS: coopertimberharv@yahoo.com

REVISED: 5/3/11

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: IW120115 PROJECT NAME: INVASIVE Tree Removal

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR 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 MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR 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.

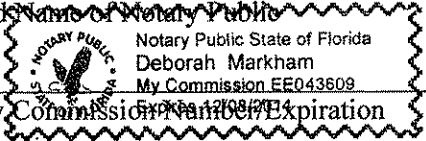
BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Cooper Timber Harvesting, Inc.
Essie E. Cooper Sec. Tres
Signature Title
Date

STATE OF FLORIDA
COUNTY OF DE SOTO

The foregoing instrument was signed and acknowledged before me this 13th day of JAN, 2012, by ESSIE E. COOPER who has produced
(Print or Type Name)
KADWN as identification.
(Type of Identification and Number)

Deborah Markham
Notary Public Signature

DEBORAH MARKHAM
Printed Name of Notary Public

Notary Commission Number Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JM

DATE (MM/DD/YYYY)

12/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Chancy-Stoutamire Insurance Post Office Box 569 Monticello, FL 32345 Rickie W. Chancy		850-997-2533 850-997-8660	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: COOPT-1	FAX (A/C, No):
INSURED Cooper Timber Harvesting, Inc. 2056 NE Newberry Dr. Arcadia, FL 34266		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Bituminous Insurance Co		20095
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CLP 3 553 140B	05/01/11	05/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY			CAP 3 553 142B	05/01/11	05/01/12	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	UMBRELLA LIAB						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person) \$
	<input type="checkbox"/> DEDUCTIBLE						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> RETENTION \$						PROPERTY DAMAGE (Per accident) \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> N	N/A	WC 3 553 139B	05/01/11	05/01/12	PIP Basic 0 Ded \$ 10,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> WC STATUS TOBY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All policies have a 30 days written notice of cancellation with exception of non-pay at 10 days. Certificate holder is also listed as an Additional Insured on the General Liability policy only. Waiver of Subrogation in favor of certificate holder is included on the Workers Comp policy only.
KCiccarelli@leegov.com / dhonnen@leegov.com / colson@leegov.com

CERTIFICATE HOLDER

LEECOB

Lee County Board of County Commissioners
c/o Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902-0398

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rickie W. Chancy A044980

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Lee County Contract No.:

CONTRACT FOR SERVICES

THIS AGREEMENT is made this 13th day of January, 2012, between the **LEE COUNTY**, a political subdivision and charter county of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902, hereinafter referred to as "County", and Cooper Timber Harvesting, Inc., hereinafter referred to as "Provider" whose business address is 2056 NE NEWBERRY DR - ARCADIA, FL 34266 whose telephone number is 863-494-0240.

ARTICLE 1 SCOPE OF SERVICES

A. Provider will provide certain removal of invasive non-native melaleuca and Australian pine vegetation services to County on a continuing basis, as described in Exhibit A, "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by County during the term of this Agreement.

B. Provider has represented to County that it has special expertise in the type of services that will be provided under the Scope of Services. Provider agrees that all services provided by Provider under this Agreement will be subject to County's review and approval, and be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies regulating or having jurisdiction over those services. If Provider becomes aware of any conflicts in these requirements, Provider must notify County of such conflict and utilize its best professional judgment to resolve the conflict.

ARTICLE 2 TERM OF THE AGREEMENT

The term of this Agreement will remain ongoing until Parks and Rec determines the service is no longer necessary.

ARTICLE 3 PROVIDER'S RESPONSIBILITIES

Provider, at its expense, will:

A. Furnish any and all materials associated with performance of the services described herein.

B. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the contract services provided by Provider under this Agreement.

C. Agree that when services provided under this Agreement relate to a professional service, which, under Florida Statutes, requires a license, certificate of operation, or other form of legal entitlement to practice such service, Provider will employ and/or retain only qualified personnel to provide such service.

D. Comply with the insurance provisions set forth in Article 7.

E. Compliance with the provisions of the Florida public records law, as required under Florida Statutes Section 287.058, with respect to any documents, papers, letters or written other material made or received by the Provider in conjunction with this agreement.

ARTICLE 4 **COMPENSATION**

Provider agrees to perform the services described above in exchange for the right to recycle the biomass material (melaleuca and Australian pine trees) into mulch.

Provider understands and agrees no monetary compensation will be received from the County for the exotic removal services provided under this agreement.

ARTICLE 5 **INDEMNIFICATION**

Provider agrees to indemnify and hold harmless County and its agents and employees, from and against all claims, damages, losses and expenses arising out of or resulting from the performance of Provider's services hereunder whether or not any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission or willful act of Provider, or anyone for whose acts it may be liable, and regardless of whether or not it is caused in part by a party indemnified hereunder.

ARTICLE 6 **TERMINATION**

Provider will be considered in material default of this Agreement and such default will be considered cause for County to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization; or (b) failure to properly and timely perform the services as directed by County as provided for in the Agreement; or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider; or (d) failure to obey laws, ordinances, regulations or other codes of conduct; or (e) failure to perform or abide by

the terms or spirit of this Agreement; or, (f) for any other just cause. County may so terminate this Agreement, in whole or in part, by giving Provider seven (7) calendar days written notice at the address identified above.

ARTICLE 7 **INSURANCE**

Insurance requirements are as listed in the specification.

ARTICLE 8 **NOTICE REGARDING PUBLIC ENTITY CRIMES**

A. Section 287.133(2) (a), Florida Statutes, prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

1. Contracting to provide goods or services to a public entity.
2. Submitting a bid on a contract for construction or repair of a public building or public work.
3. Submitting bids on leases of real property to a public entity.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

B. Provider, by signing this Agreement, confirms that Provider is not included on the Florida Department of Management Services list of convicted vendors and has not been on this list within the past 36 months.

ARTICLE 9 **COUNTY'S REPRESENTATIVE**

The County's representative for administration of this Contract is:

Cathy Olson
Parks and Recreation Senior Supervisor
3410 Palm Beach Boulevard
Fort Myers, FL 33916
Phone: (239) 533-7455

ARTICLE 10 **INDEPENDENT CONTRACTOR RELATIONSHIP**

The Provider is, and will be, in the performance of all services and activities under this Agreement, an Independent Contractor and not an employee, agent, official

or servant of the County. As such, neither the Provider nor any employees, agents, officials, servants or subcontractors of the Provider are eligible for any benefits afforded employees or officials of the County. The Provider must exercise control over the means and manner in which the Provider, and the Provider's employees and subcontractors perform the work that is set forth in this Agreement. This Provider does not have the power or authority to bind in any manner whatsoever, the County in any promise, agreement or representation, other than as specifically provided for in this Agreement.

This Agreement may not be deemed or construed to create any agency relationship, partnership, association or joint venture between County and the provider.

ARTICLE 11 **SEVERABILITY**

If any word, phrase, sentence, part, subsection, section 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, or other portion, or the proscribed application thereof, will be severable, and the remaining portions of this Agreement not having been declared void, unconstitutional, or invalid will remain in full force and effect.

ARTICLE 12 **ENTIRETY OF AGREEMENT**

This Agreement contains the entire understanding of the parties. There are no further agreements, written or oral, between the parties relating this subject. The Agreement may be amended only by an instrument of equal formality signed by each party.

ARTICLE 13 **APPLICABLE LAW**

This Agreement will be governed by the laws, rules, and regulations of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action will be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 14

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

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: [Signature]

APPROVED AS TO FORM

By: _____
County Attorney's Office

Name: Cooper Timber Harvesting, Inc.

By: [Signature]

Title: SEC-TRES

STATE OF FLORIDA) ss:
COUNTY OF DeSoto)

The foregoing instrument was acknowledged before me this 13th day of JAN, 2012, by ESSIE E. COOPER, an individual, who is personally known to me or has produced KNOWN as identification and did (did not) take an oath.

[Signature] Notary Public

DEBORAH MARKHAM

(Print Name)

My commission expires:

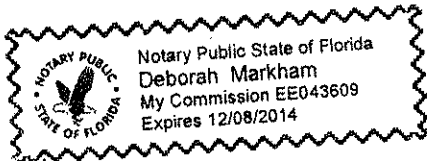


Exhibit "A"

"Scope of Work"

1. Remove melaleuca and Australian pine vegetation only from designated preserves.
2. Exercise due care against starting and spreading fires during the cutting operations.
3. All utility lines, ditches, driveways, culverts, fences and other trees located within or immediately outside the exterior boundaries of the project area must be protected from damage by logging/harvesting operations. Provider and any of provider's subcontractors agrees to assume full responsibility and to be liable for damages to persons or property incurred in or resulting from the harvesting of this exotic timber, and any damages must be repaired immediately by and at the expense of Provider.
4. Lee County staff and a company representative must agree upon the location of all loading ramps. Loading of log/mulch trucks is not permitted on paved or graded roads.
5. Care should be given to avoid damaging larger native vegetation, to avoid creating deeply rutted trails and to avoid driving through isolated wetlands.
6. Logging area, particularly around loading ramps, must be kept free from any litter, such as oil cans, drums, paper and other refuse on a daily basis. County staff understands that there will be some vegetative debris/slash remaining from this exotic plant removal operation. Slash must be removed from site, mulched in place, or scattered throughout the uplands of the site and not left in a debris pile, unless agreed to in writing between the Provider and the land stewardship coordinator.