

INFORMAL QUOTE NO.: IW120115

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

DATE SUBMITTED: January 26, 2012VENDOR NAME: Lee Timber Company

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:

N/A

TO BE STARTED WITHIN one 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 X \_\_\_\_\_

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or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.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:

N/A

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: Lee Timber Company  
BY (Printed): Lee Cutshall  
BY (Signature): [Signature]  
TITLE: President  
FEDERAL ID # OR S.S. # 650937700  
ADDRESS: Post Office Box 1386  
Ft. Myers, FL 33902  
PHONE NO.: 239.707.8934 (cell)  
239.936.8232 (office)  
FAX NO.: 239.936.7708 (office fax)  
CELLULAR PHONE/PAGER NO.: 239.707.8934  
DUNS#: N/A  
LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 9502966  
E-MAIL ADDRESS: leewood98@aol.com

REVISED: 5/3/11

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWSSOLICITATION NO.: IW120115 PROJECT NAME: Removal of Invasive Exotic Trees

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: Lee Cutshall 1/25/2012  
[Signature] Title President  
 Signature Date 1/25/12

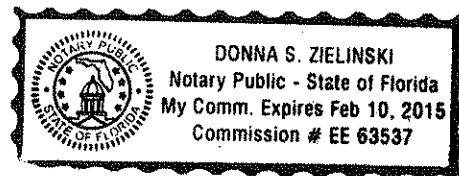
STATE OF FL  
 COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 25 day of January, 2012, by Paul L. Cutshall JR who has produced  
 (Print or Type Name)  
FDL C32469268470-0 as identification.  
 (Type of Identification and Number)

[Signature]  
 Notary Public Signature

Donna Zielinski  
 Printed Name of Notary Public

EE63537 2-10-15  
 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.**

## LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- ☒ 1. The Quote has been signed.
- ☒ 2. The Quote prices offered have been reviewed.
- ☒ 3. The price extensions and totals have been checked.
- ☒ 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- ☒ 5. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- ☒ 6. All modifications have been acknowledged in the space provided.
- ☒ 7. All addendums issued, if any, have been acknowledged in the space provided.
- ☒ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- ☒ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- ☒ 10. Any Delivery information required is included.
- ☒ 11. Affidavit Certification Immigration Signed and Notarized
- ☒ 12. The mailing envelope has been addressed to:
 

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398 or	1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901
- ☒ 13. The mailing envelope **MUST** be sealed and marked with:  
Quote Number  
Opening Date and/or Receiving Date
- ☒ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- ☒ 15. If submitting a "NO BID" please write quote number here NO BID  
and check one of the following:  
☐ Do not offer this product      ☐ Insufficient time to respond.  
☐ Unable to meet specifications (why)  
☐ Unable to meet bond or insurance requirement.  
 Other: N/A

Company Name and Address:

Lee Timber Company  
PO Box 1386  
Ft. Myers, FL 33902



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: FD

DATE (MM/DD/YYYY)

01/26/12

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).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. Chancy-Stoutamire Insurance Post Office Box 569 Monticello, FL 32345 Cilnton Weeks		850-997-2533 850-997-8660	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: LEETI-1
<b>INSURED</b> Lee Timber Company, Inc. P.O. Box 1386 Ft. Myers, FL 33902		<b>INSURER(S) AFFORDING COVERAGE</b> 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	ADD'L SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	CLP-3-561-308	10/22/11	10/22/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea. occurr/accid) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<b>DEDUCTIBLE</b>					\$
	<b>RETENTION \$</b>					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N Y N/A	WC-3-561-309	10/22/11	10/22/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

30 day notice of cancellation is provided with exception of non-pay at 10 days. Paul L. Cutshall, Jr. & Stephanie Cutshall (Officers) have both elected to be excluded from Workers Compensation. Certificate holder is listed as Additional Insured with respect to General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

<b>LEECOB2</b>  Lee County Board of Co. Comm. c/o Lee Co. Procurement Mgmt. P.O. Box 398 Fort Myers, FL 33902-0398	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 
---	---

© 1988-2009 ACORD CORPORATION. All rights reserved.



## CERTIFICATE OF INSURANCE

**SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.**

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois  
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas  
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or  
☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Lee Timber Company Inc							
ADDRESS OF NAMED INSURED: PO Box 1386 Fort Myers FL 33902-1386							
POLICY NUMBER	178 1177 A15 59						
EFFECTIVE DATE OF POLICY	01/15/12-07/15/12						
DESCRIPTION OF VEHICLE (Including VIN)	06 Ford F350 SD 1FDWW37P56EB92004						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury	1,000,000.00						
Each Person							
Each Accident	1,000,000.00						
b. Property Damage	1,000,000.00						
Each Accident							
c. Bodily Injury & Property Damage							
Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
a. Comprehensive	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

<i>Teresa Goodlad</i> Signature of Authorized Representative	agent Title	2550 Agent's Code Number	1/31/12 Date
Name and Address of Certificate Holder  Lee County  Fax 485 5460 Att: Kathy		Name and Address of Agent  Teresa Goodlad, CLU, ChFC, CASL 702 Leeland Hgts Blvd W. Lehigh Acres, FL 33936	

INTERNAL STATE FARM USE ONLY: ☒ Request permanent Certificate of Insurance for liability coverage.  
☐ Request Certificate Holder to be added as an Additional Insured.

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: P2C5

By: PAUL L. CUTSHALL JR.

Title: PRESIDENT

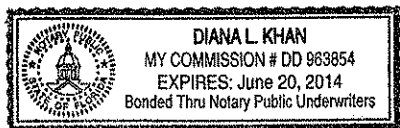
STATE OF FLORIDA ) ss:  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2012, by Paul Cutshall, an individual, who is personally known to me or has produced Drivers License as identification and did (did not) take an oath.

[Signature] Notary Public

Diana L Khan  
(Print Name)

My commission expires:





**Lee County Contract No.:**

**CONTRACT FOR SERVICES**

THIS AGREEMENT is made this 26 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 Lee Timber Company, hereinafter referred to as "Provider" whose business address is 5245 Ramsey Way #7, Ft. Myers, FL 33907 whose telephone number is 239 936 8232.

**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.