

Addendum #4
Miscellaneous Landscaping Services
Revised Cost Work Sheet Bid Form - Schedule A
Attachment C



Company Name:

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
1	Annuals	1 gal 6"	ea	100	\$4.41	\$441.00
2	Impatiens	1 gallon	ea.	120	\$6.18	\$741.60
3	Bird of Paradis	25 gallon	ea.	2	\$264.83	\$529.66
4	Senna	25 gallon STD	ea.	5	\$331.02	\$1,655.10
5	Penta's multi colors	1 gallon	ea.	267	\$5.58	\$1,489.86
6	Asiatic Jasmin	1 gallon	ea.	140	\$4.01	\$561.40
7	Star Jasmine	3 gallon 20"x20"	ea.	92	\$10.36	\$953.12
8	African Iris	3 gallon 24"	ea.	160	\$12.54	\$2,006.40
9	African Iris - white	3 gallon 24"	ea.	200	\$12.54	\$2,508.00
10	Ixora "Taiwan Dwarf"	1 gallon	ea.	16	\$5.58	\$89.28
11	Thryallis	3 gallon 18" x 16"	ea.	744	\$10.36	\$7,707.84
12	Dwarf Firebush	3 gallon 18"x 18"	ea.	3	\$10.36	\$31.08
13	Dwarf Firebush	20"	ea.	800	\$10.36	\$8,288.00
14	Hibiscus	3 gallon 20" F	ea.	250	\$8.83	\$2,207.50
15	Hibiscus	25 gallon 6' to 8' STD F	ea.	50	\$322.58	\$16,129.00
16	Ruellia	3 gallon 18" F	ea.	683	\$7.95	\$5,429.85
17	Red Bougainvillea "Dwarf" Barbara Karst	3 gallon 14" to 16" F	ea.	60	\$15.81	\$948.60
18	Pink Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	20	\$15.81	\$316.20
19	Red Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	55	\$15.81	\$869.55
20	Bougainvillea	3 gallon 14" to 16" F	ea.	112	\$15.81	\$1,770.72
21	Bougainvillea Mixed Colors Dwarf	7 gallon	ea.	150	\$57.19	\$8,578.50
22	Dwarf Podocarpus	3 gallon 18" F	ea.	500	\$12.54	\$6,270.00
23	Dwarf Podocarpus	7 gallon 28" F"	ea.	120	\$55.54	\$6,664.80
24	Podocarpus	3 gallon 12"x12"	ea.	1290	\$10.36	\$13,364.40
25	Cocoplum	3 gallon 24" F	ea.	54	\$10.36	\$559.44
26	Cocoplum 'Red Red'	3 gallon 20" to 24" F	ea.	250	\$10.36	\$2,590.00
27	Cocoplum 'Red Red'	7 gallon 36" tp 40" F	ea.	100	\$40.29	\$4,029.00
28	Japanese Boxwood	3 gallon 16" F	ea.	150	\$16.43	\$2,464.50
29	Red Jatrophia	25 gallon 6-8' Std	ea.	20	\$298.58	\$5,971.60
30	Trinette Shefflera Arboricola	7 gallon 30 x 30"	ea.	100	\$46.33	\$4,633.00
31	Trinette Shefflera Arboricola	3 gallon 18" x 18" F	ea.	500	\$11.45	\$5,725.00
32	Croton	3 gallon	ea.	100	\$11.45	\$1,145.00
33	Plumbago Blue	3 gallon 14" x 14" F	ea	335	\$10.36	\$3,470.60
34	Green Island Ficus	3 gallon 14" x 14" F	ea	750	\$11.45	\$8,587.50
35	Razzle Berry	3 gallon 12" x 12" F	ea	367	\$8.83	\$3,240.61
36	Ilex Schilling	3 gallon 12" x 14" F	ea	50	\$12.54	\$627.00
37	Crown of Thorns	3 gallon	ea	385	\$13.25	\$5,101.25
38	Crown of Thorns Bullnose	3 gallon	ea	20	\$13.25	\$265.00
39	Crown of Thorns 'rosy'	3 gallon	ea	215	\$13.25	\$2,848.75
40	Euphorbia Millii "Rosy"	3 gallon	ea	320	\$13.25	\$4,240.00
41	Silverthorn	3 gallon 24"x24"	ea	400	\$9.42	\$3,768.00
42	Simpson Stopper	30 gallon STD	ea	6	\$322.16	\$1,932.96
43	Macho Fern	3 gallon 16" x 18" F	ea	275	\$8.83	\$2,428.25
44	Pinky Muhly Grass	1 gallon 12" F	ea	994	\$5.58	\$5,546.52
45	Pinky Muhly Grass	3 gallon 20" F	ea	300	\$10.36	\$3,108.00
46	Pinky Muhly Grass	3 gallon 24" F	ea	1370	\$5.58	\$7,644.60
47	Red Fountain Grass	1 gallon	ea	225	\$5.58	\$1,255.50

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
48	White Fountain Grass	1 gallon	ea	225	\$5.58	\$1,255.50
49	White Fountain Grass	3 gallon F	ea	15	\$10.36	\$155.40
50	Fakahatchee Grass	1 gallon	ea	50	\$5.58	\$279.00
51	Fakahatchee Grass	3 gallon F	ea	890	\$10.36	\$9,220.40
52	White Axtec Grass	1 gallon	ea	5	\$3.09	\$15.45
53	Flax Lily	1 gallon	ea	830	\$4.42	\$3,668.60
54	Flax Lily	3 gallon 12" F	ea	2214	\$7.95	\$17,601.30
55	Blueberry Flax Lily	1 gallon	ea	165	\$6.13	\$1,011.45
56	Perennial Peanut "eco turf"	1 gallon	ea	140	\$6.13	\$858.20
57	Green Liriope	3 gallon 14" to 16" F	ea	250	\$8.83	\$2,207.50
58	Gold Mound	3 gallon 12" x 14"	ea	270	\$10.36	\$2,797.20
59	Gold Mound (Duranta Erecta)	3 gallon 14"-16"	ea	2062	\$10.36	\$21,362.32
60	Gold Mound	7 gallon	ea	8	\$46.30	\$370.40
61	Creeping Fig	3 gallon	ea	50	\$5.58	\$279.00
62	Robelenii triple	15 gallon 4'	ea	1	\$113.28	\$113.28
63	Triple Roebellini	25 gallon 5-6 ft OA	ea	4	\$276.58	\$1,106.32
64	Orange Geigers	45 gallon 10' 2" C	ea	7	\$722.83	\$5,059.81
65	Crepe Myrtle	45 gallon 10'-12' 2" C Std	ea	50	\$619.82	\$30,991.00
66	Queen of Crepe Myrtle	45 gallon 10' -12' 2" C Std	ea	25	\$425.62	\$10,640.50
67	Crepe Myrtles - White Natchez	30 gallon 8' to 10' Multi	ea	2	\$283.61	\$567.22
68	Crepe Myrtle	65 gallon 12 std 2" C'	ea	1	\$610.70	\$610.70
69	Wax Myrtle	36"+	ea	15	\$37.13	\$556.95
70	Buttonwood	20"-24"	ea	170	\$10.36	\$1,761.20
71	Green Buttonwood	3 gallon 20"-24"	ea	100	\$10.36	\$1,036.00
72	Green Buttonwood	30 gallon 10'-12' Std	ea	100	\$299.68	\$29,968.00
73	Silver Buttonwood	3 gallon 20"-24"	ea	371	\$10.36	\$3,843.56
74	Bald Cypress	7 gallon	ea	100	\$71.78	\$7,178.00
75	Bald Cypress	25 gallon 8" to 10' 2" C	ea	12	\$296.44	\$3,557.28
76	Bald Cypress	45 gallon 12 ft plus 3" C	ea	20	\$479.60	\$9,592.00
77	Seagrape	3 gallon 24" x 24" full	ea	200	\$11.45	\$2,290.00
78	Pine Trees South Florida "Densa"	7 gallon 5'	ea	17	\$71.78	\$1,220.26
79	Pine Trees South Florida "Densa"	15 gallon 7' to 8'	ea	17	\$211.48	\$3,595.16
80	Red Maples	25 gallon 10' x 12' 2" cal	ea	36	\$276.44	\$9,951.84
81	Red Maple	25 gallon 10' x 12' 2" cal	ea	6	\$276.44	\$1,658.64
82	Live Oak	45 gallons 12'-14'x3" C	ea	26	\$795.67	\$20,687.42
83	Live Oak	65 gallon 13' to 15' x 4" C	ea	4	\$1,211.27	\$4,845.08
84	Foxtail Palm	25 gallon 10' to 12' Tpl	ea	50	\$276.44	\$13,822.00
85	Foxtail Palm	25 gallon 10' to 12' sgl	ea	25	\$553.88	\$13,847.00
86	Catherdal Live Oak	45 gallon 12' to 14' x 3" C	ea	1	\$860.33	\$860.33
87	Southern Red Cedar	25 gallon 6' x 8' F	ea	50	\$295.76	\$14,788.00
88	Weeping Willow	30 gallon 10'-12'	ea	25	\$414.62	\$10,365.50
89	Royal Palm	8' GW	ea	2	\$1,369.72	\$2,739.44
90	Royal Palms	15-17 GW	ea	2	\$2,359.44	\$4,718.88
91	Sabal Palm curved	14' to 17' slick	ea	25	\$470.84	\$11,771.00
92	Sabal Palm	12' CT BTD	ea	3	\$290.69	\$872.07
93	Sabal Palm	12'-14' OA	ea	9	\$290.69	\$2,616.21
94	Sabal Palms Slick	12-14 ft OA	ea	6	\$290.69	\$1,744.14
95	ARECA Palm	25 gallon 8' to 10' F	ea	9	\$274.00	\$2,466.00
96	Christmas Palm	FG 12' to 14' OA	ea	2	\$394.63	\$789.26
97	Triple Christmas Palm	FG 12' to 14' OA	ea	5	\$452.10	\$2,260.50
98	Ligustrum Lucidum	65 gallon 8' x 7' ML	ea	25	\$530.97	\$13,274.25
99	Slender Spike Rush	BR	ea	10000	\$1.60	\$16,000.00
100	Gaint Spike Rush	BR	ea	5000	\$1.60	\$8,000.00
101	Duck Potato	BR	ea	5000	\$1.65	\$8,250.00

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
102	Bull Rush	BR	ea	1250	\$1.95	\$2,437.50
103	Fire Flag	BR	ea	2500	\$1.78	\$4,450.00
104	Arrowhead	BR	ea	11250	\$1.65	\$18,562.50
105	Pickereelweed	BR	ea	13750	\$3.35	\$46,062.50
106	Brown Mulch (environmental)		bag	10,000	\$3.35	\$33,500.00
107	Red Mulch		bag	80,000	\$3.40	\$272,000.00
108	Giant Bulrush (Scirpus atroviren)		BR	5000	\$1.95	\$9,750.00
109	Sycamore	3 gallon 12' to 14'	ea	50	\$40.33	\$2,016.50
110	Black Mulch		bag	20,000	\$3.40	\$68,000.00
111	Pine Straw		bale	5,000	\$7.60	\$38,000.00
112	Clusia - small leaf	3 gallon 18x18	ea	300	\$10.70	\$3,210.00
113	Clusia - small leaf	7 gallon 36" full	ea	300	\$38.52	\$11,556.00
114	Pigeon Plum Fruit Tree	3 gallon 20x14	ea	200	\$30.60	\$6,120.00
115	Gumbo Limbo Tree	3 gallon 20x14	ea	200	\$30.60	\$6,120.00
116	Lychee Tree	3 gallon 20x14	ea	200	\$50.30	\$10,060.00
117	Mango Tree	3 gallon 20x14	ea	200	\$50.30	\$10,060.00
					TOTAL	\$1,053,735.06

**Hourly Labor Rates For Landscaping
Services as Described in General**

Requirements- Attachment B		Unit Price	Unit
118	Supervisor	55.00	hourly
119	Foreman	55.00	hourly
120	Laborer	45.00	hourly
	Rental Rate for Equipment Needed for Commodities that are not quoted in Lines 1-113		
121	Truck	25.00	hourly
122	Loader	65.00	hourly
123	Arrow Board	25.00	hourly
124	Debris Haul Away	100.00	per load
125	40 Ton Crane - Half Day	1000.00	half day
126	40 Ton Crane - Full Day	1500.00	full day
	Tree Bracing		
127	Wooden Bracing 2X4's	45.00	per tree
128	Wooden Bracing 4X4's	65.00	per tree
129	Arbor Bracing	20.50	per tree
130	Misc. Material NOT LISTED	10%	each
131	Misc. Rental Equip NOT LISTED	10%	day/hour

Unit prices can only go two (2) demicals. (Example \$5.255 is unacceptable, \$5.25 is acceptable)

Price Includes:

Install 2 Agriform tablets per plant , 3 per tree
Installation of plant material
Mulch

One Year Warranty / Irrigated Locations Only
Initial Watering

** This Cost Worksheet Bid Form is identified as Addendum #4 and will be the only form accepted unless directed in a future Addendum.**

Contractor's Signature: _____

Contractor's Name: Nature's Keeper, Inc.
Contractor's Phone Number: 772-467-1230
Contractor's Email Address: Krysten@Nature's Keeper.com

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Nature's Keeper, Inc.

302 S Brocksmitth Road
Fort Pierce, FL 34945

OWNER:
(Name, legal status and address)
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

BOND AMOUNT: (5%) Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Solicitation #20200096 City of Port St. Lucie Landscaping Services, Port St. Lucie, FL

SURETY:
(Name, legal status and principal place of business)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of February 2021


(Witness)

Nature's Keeper, Inc.
(Principal)  *(Seal)*

PRESIDENT
(Title)


(Witness)

United Fire & Casualty Company
(Surety)  *(Seal)*

(Title) Lisa Roseland, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 24th day of February, 2021.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2021

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 have ADDITIONAL INSURED provisions or 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).

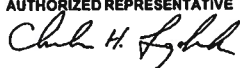
PRODUCER Acentria Insurance - Harbor Insurance Agency 6645 South US Highway 1 Port Saint Lucie FL 34952	CONTACT NAME: Carolyn Lombardi PHONE (A/C, No, Ext): 561-623-6408 FAX (A/C, No): 772-460-2315 E-MAIL ADDRESS: Carolyn.Lombardi@Acentria.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Nature's Keeper, Inc. 302 S. Brocksmith Road Fort Pierce FL 34945	INSURER A: Southern-Owners Insurance Company INSURER B: Southern-Owners Insurance Company INSURER C: Bridgefield Employers Insurance Company INSURER D: Commerce and Industry Insurance Company INSURER E: INSURER F:	NAIC # 10190 10190 10701 19410

COVERAGES CERTIFICATE NUMBER: 1754084854 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	72465779 FPL004743660	4/26/2020 7/19/2020	4/26/2021 7/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4946577900	4/26/2020	4/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	4946577901	4/26/2020	4/26/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	83052577	4/26/2020	4/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Package Policy Contractors Equipment			72465779	4/26/2020	4/26/2021	Scheduled Equipment \$1,713,169 Equip Rented \$500,000 Equip Ded \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid #20200096 City of Port St. Lucie Landscape Services
Certificate holder is included as Additional Insured with respect to General Liability for work being performed for them by the insured per General Liability Blanket Additional Insured including Products Completed Ops form 55373, but only if required by written contract or written agreement. The Business Auto Policy provides "insured" status to "anyone liable for the conduct of an "insured" described above but only to the extent of that liability". "insured" described above but only to the extent of that liability", per form 79001 II.1.a.4. Designated Insured Blanket Coverage & Waiver of Rights included on the Auto per forms 89304 & 89303 Per Project Aggregate Applies regarding the General Liability coverage per General Liability. Waiver of Transfer of Rights to Recovery Against Others is Included in the General Liability Ext form and the Commercial Automobile Policy. The General Liability coverage is primary and non-contributory per General Liability Plus Form, if required by written contract. The General Liability policy does also provide Blanket Additional Insured Contractors See Attached...

CERTIFICATE HOLDER City of Port St Lucie Procurement Management Department 121 SW Port St Lucie Blvd Port St Lucie FL 34984	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 
--	--

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AGENCY CUSTOMER ID: NATUKEE-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Acentria Insurance - Harbor Insurance Agency		NAMED INSURED Nature's Keeper, Inc. 302 S. Brocksmith Road Fort Pierce FL 34945	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Products-Completed Operations per form Waiver of Subrogation is included on the Workers Compensation Policy in Favor of Certificate Holder. Executive Officers/Owners are Excluded from Workers Compensation Policy. *30 Days Notice of Cancellation, Except 10 days notice for non-payment of premium.



"A City for All Ages"

NOTICE TO ALL PROPOSERS - ATTACHMENT D:

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Michelle Fentress, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Agent I with the Procurement Management Department via e-mail mfentress@cityofpsl.com, or by phone 772-871-5222. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the DemandStar's Website for retrieval. All notice of intent to award documentation will be published on the City Clerk's Website. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: Krysten Bieger

Signed: _____

Company and Job Title: Nature's Keeper, Inc. _____

Date: 2-23-21 _____

Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Response by Contractor. Some Answers may be Answered by a Yes or No; However, Some Questions May Require a Detailed Response	Upload Attachments with Additional Information?	Attachment File Name (Must Reference Page Number of Answer to Corresponding Question)
Proposal Factors				
1	Do you have the ability to contract grow material for the City of Port St. Lucie?	YES		
2	Do you have a minimum of 5 acres of irrigated nursery registered?	YES		
3	Do you possess a certificate of Nursery Registration from the Florida Department of Agriculture and Consumer Services?	YES	YES	#3 Nursery Certificate
4	Do you possess a registered nursery license from St. Lucie County, Florida?	YES	YES	#4 Nursery Lic.
5	Do you (or the Nursery) hold an Agricultural Products Dealer License with the Florida Department of Agriculture and Consumer Services?	YES	YES	#5 Ag Lic.
6	Do you (or the Nursery) hold an Agricultural Products Dealer Bond from a Qualified Surety?	Yes	YES	#6 Ag Dealer Bond
7	Do you (or the Nursery) possess a Pesticide Certification Commercial Applicator License from the Florida Department of Agriculture and Consumer Services?	Yes	YES	#7 Pesticide Cert.
8	Contractor agrees that the Nursery shall be well maintained (i.e. drainage, weeding, fertilization, fungicide) and is open to inspection by City Staff with 24 hours' notice.	Yes	YES	#8 Nursery Inspection
9	Would the Nursery be able to keep plants properly watered, weeded and free of pests and fungus at all times?	Yes	YES	#8 Nursery Inspection
10	Would the Nursery be able to make itself available for Inspections from the City of Port St. Lucie personal at any time during normal business hours Monday through Friday from 7:00-5:00 p.m.?	Yes		
11	Does the Nursery have a minimum of 10 years' experience or at least possess a Dealer license issued by the Florida Department of Agriculture and Consumer Services for a minimum of 5 years prior to express knowledge of the ability to propagate good quality plants?	Yes	Yes	#11 Dealer Lic. & 5 yr Nursery Registrations
12	Does the Nursery have positive financial standings to express ability to maintain labor, water, fertilizer and fungicide during the grow out period?	Yes		
13	Has the Company received a cure notice from a government entity in the past 3 years?	NO		
14	Does the Company have a drug-free workplace program?	Yes	YES	#14 Drug Free Policy
15	Is the Company claiming Local Preference under City Ordinance 35.12?	Yes		
16	Does the Bidder accept the Purchasing Card (Visa)?	Yes		
17	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?	NO		
18	Does the Company have any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest?	NO		
19	Does the Company have any judgments from lawsuits in the last five (5) years?	NO		
20	Does the Company have any criminal violations and/or convictions of the Proposer and/or any of its principals?	NO		

#20200096 - Landscaping Services List three (3) landscaping contracts similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. DO NOT USE the City of Port St Lucie as a reference.				Attached List #21 List of LS Cont.
21		YES		
#1 -Project: St. Lucie County Sports Complete Moderation (Clover Field) - Location: Port Saint Lucie Florida				
Company: Barton Malow Company ~ Contact: Paul Taglieri				
Phone #: 772-871-2100 ~ Email: ptaglieri@stluciemets.com				
Contract Value: \$ 573,549 % of the ttl contract value: 100% # of change orders: 6 Change order value: \$15,989				
Work Performed: Landscape & Sodded the Clover Field (Mets Stadium) Renovations. Change order was for over run qtys.				
#2 -Project: Midflorida Credit Union - Location: Port Saint Lucie Florida				
Company: MidFlorida Credit Union ~ Contact: James Mitchell				
Phone #: 863-307-5071 ~ Email: James.mitchell@midflorida.com				
Contract Value: \$92,382.14 % of the ttl contract value: 100% # of change orders: 5 Change order value: \$11,088.84				
Work Performed: Irrigation, Landscape & Sodded the Midflorida Credit Union - Rosser and Gatlin.				
** We Also did the Midflorida Credit Unions on St. Lucie west Blvd , PSL & Kanner Hwy, Stuart, Fl (Similar work, Similar Values)				
# 3 -Project: FPL Interstate Solar Operations Center - Location: Fort Pierce, FL				
Company: Curington Contracting LLC ~ Contact: David Curington				
Phone #: 352-72-7839 ~ Email: david@curington.com				
Contract Value: \$ 8,019.00 % of the ttl contract value: 100% # of change orders: 2 Change order value: \$ 79,604.75				
Work Performed: Original Contract was Silt Fence /Erosion Control. Change order: Was for added Irrigation, Landscape , Sod & Seeding.				

#3

B95879



Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

NICOLE "NIKKI" FRIED
COMMISSIONER

ISSUED TO:

NATURE'S KEEPER, INC.
BIEGER, KRISTEN & FEKETA, STEWART
302 S BROCKSMITH RD
FORT PIERCE, FL 34945

THIS CERTIFICATE EXPIRES: 05/28/2021

FEE PAID: \$35.00

REGISTRATION NO.: 47221157

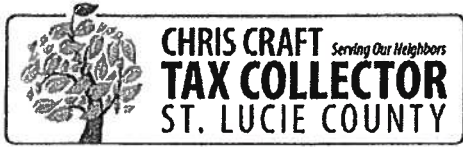
DATE ISSUED: 05/22/2020

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture



2020 - 2021

St. Lucie County Local Business Tax Receipt

#4 Nursery License
1 of 2

Facilities or machines # Rooms # Seats # Employees # Receipt #5261-00980002
Type of business 5261 **NURSERIES RETAIL (NURSERIES)** Expires SEPTEMBER 30, 2021

DBA name Business Natures's Keeper Inc
Mailing address: Natures's Keeper Inc Business location: 302 S. Brocksmith Rd
302 S. Brocksmith Rd Fort Pierce, FL 34945
Fort Pierce, FL 34945

RENEWAL		St Lucie County	
Original tax:	\$27.55	2308-422-0004-000/5	V10029
Penalty:			
Collection cost:		Paid 07/28/2020 27.55	0000-20200728-111079
Total:	\$27.55		

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Natures's Keeper Inc
302 S. Brocksmith Rd
Fort Pierce, FL 34945

#5 Agriculture Dealer Lic.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

November 17, 2020

NATURE'S KEEPER, INC.
302 S BROCKSMITH RD
FORT PIERCE, FL 34945-4401

SUBJECT: NATURE'S KEEPER, INC.

Your application and fee for registration as a dealer in agriculture products as required by section 604.15-604.30, Florida Statutes, have been received and processed.

Your registration certificate appears below. All advertising and contracts should contain the phrase: "NATURE'S KEEPER, INC. is registered with the State of Florida as a Dealer in Agriculture Products. Registration No. AD1053."

Proof of current registration must also be presented before the local occupational license(s) may be issued or renewed. This registration certificate will expire on October 22, 2021.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 800-435-7352 or 850-617-7150.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1053**
Issue Date: November 16, 2020
Expiration Date: October 22, 2021

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

NATURE'S KEEPER, INC.
302 S BROCKSMITH RD
FORT PIERCE, FL 34945-4401

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

#6 Agricultural Dealer Bond



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Consumer Services

AGRICULTURAL PRODUCTS DEALER BOND

Section 604.20, Florida Statutes
Rule 5J-25.009, Florida Administrative Code
Phone (850) 617-7150; Fax (850) 410-3804

STATE OF FLORIDA BOND NO. 55-203278

COUNTY OF Saint Lucie

KNOW ALL MEN BY THESE PRESENTS:

That we, Nature's Keeper, Inc. of Fort Pierce, FL, as principal
(See instructions on back)
and United Fire & Casualty Company of PO Box 73909, Cedar Rapids, IA 52407-3909, as Surety,
(Name of Surety Company) (Home Office Address)
are held and firmly bound unto the **COMMISSIONER OF AGRICULTURE OF THE STATE OF FLORIDA** for the use and benefit of every person establishing legal rights hereunder, in the full and just sum of Seventy-Five Thousand and 00/100 Dollars, (\$ 75,000.00), to the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, firmly by these presents.

Whereas by Sections 604.15-604.34, Florida Statutes, dealers in agricultural products are required to obtain a license from the Commissioner of Agriculture of the state of Florida and to give bond in such form and amount as shall be approved by the Commissioner, conditioned upon a full compliance with the provisions of the said statutes as amended.

NOW THEREFORE, the condition of this obligation is such that if the above-named principal shall faithfully and truly account for and make payment to producers, their agents or representatives, and/or other licensed agricultural dealers, for all agricultural products bought from or handled or sold for such producers, their agents or representatives, and/or bought from other licensed agricultural dealers as required by Sections 604.15-604.34, Florida Statutes, then this obligation to be void, otherwise to remain in full force and effect.

The aggregate accumulated liability under this bond shall in no event exceed the penal sum named herein, for any and all claims which may accrue during the term hereof.

The inception of this bond begins with October 23, 20 20, and this bond continues in effect for one year.

The surety may withdraw from this bond by giving thirty (30) days written notice by certified mail to the Commissioner of Agriculture of the State of Florida, provided such withdrawal shall not release any liability existing hereunder at the time of the effective date of said withdrawal.

Signed, sealed and dated this 2nd day of October, 20 20.
(Insert actual date of execution)

(Please read instructions for execution on reverse side)

Nature's Keeper, Inc. (Seal)
Principal

By: [Signature]
(Owner, Partner, or Corporate Officer)

United Fire & Casualty Company (Seal)
Surety

By: _____
(Attorney-In-Fact) and FL Licensed Resident Agent
Lisa Roseland
Inquiries: (407) 786-7770

Insurance Agency: Florida Surety Bonds, Inc.

Agent Name: Lisa Roseland

Address: 620 N. Wymore Road, Suite 200

City: Maitland State: FL Zip 32751

Telephone: (407) 786-7770

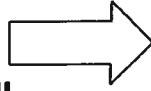
Attach Power of Attorney for the person executing this bond for the surety.

#7 Pesticide Cert.

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26207
FEKETA, STEWART MICHAEL
3501 SNEED ROAD
FORT PIERCE, FL 34945

Categories
6

Issued: July 2, 2019

Expires: July 31, 2023

Signature of Licensee

Nicole Fried
NICOLE "MIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



Florida Department of Agriculture and Consumer Services
Division of Plant Industry

8+9 Nursery Inspection Report

NURSERY, STOCK DEALER AND SPECIAL INSPECTION REPORT

Section 581.031 (15)(a)(18), F.S.

1911 S.W. 34th St./P.O. Box 147100, Gainesville, FL 32614-7100
(352) 395-4700/Fax (352) 395-4619

FOR DPS USE ONLY	
<input type="checkbox"/> NEW LOCATION	<input type="checkbox"/> CH RISK TO _____
<input type="checkbox"/> OB FIRM	<input type="checkbox"/> CH DPS TO _____
<input type="checkbox"/> OB LOCATION	<input type="checkbox"/> QUARANTINE
<u>CHANGE/UPDATE:</u>	<input type="checkbox"/> NAME
<input type="checkbox"/> MAILING ADDRESS	<input type="checkbox"/> LOCATION

NICOLE "NIKKI" FRIED
COMMISSIONER

DATE: 7/30/2020

NURSERY STOCK DEALER ** SPECIAL INSPECTION

**STOCK DEALER INVENTORY OF 5000 OR MORE PLANTS () GARDEN CENTER

REGISTRATION NUMBER: 47221157

BLOCK/OUTLET NUMBER: 00021904

NUMBER OF INSPECTIONS: 1

EXPIRATION DATE: 05/28/2021

COUNTY: ST. LUCIE

NAME: NATURE'S KEEPER, INC.

MAILING ADDRESS: 302 S BROCKSMITH RD, FORT PIERCE, FL 34945

PHYSICAL LOCATION: 302 S BROCKSMITH RD, FORT PIERCE, FL 34945

FORMERLY: _____

- Nursery stock passes inspection and meets certificate requirements.
- Nursery stock listed below was found infested or infected with plant pests needing immediate attention.

INFESTED OR INFECTED NURSERY STOCK

<u>Name of Plant</u>	<u>Plant Pest</u>	<u>Location in Establishment</u>

- Verbal Enforcement Action/See Remarks Section.
- Stop Sale/Report of Violation issued.
- Nursery stock listed below is to be held until further notice and cannot be moved due to plant pests or other reason specified for possible quarantine action.

QUARANTINE ACTION: <input type="checkbox"/> NEW <input type="checkbox"/> CONTINUE <input type="checkbox"/> RELEASE <input type="checkbox"/> DESTROY <input type="checkbox"/> GRASS & WEED				
NUMBER OF PLANTS	ACRES	PLANT NAME	PEST	LOCATIONS OF QUARANTINED PLANTS IN NURSERY

6. SPECIAL INSPECTIONS

OTHER THAN NURSERY STOCK	NUMBER OF PLANTS	NUMBER OF ACRES	NO. INSPECTIONS

REMARKS _____

REPORT RECEIVED BY: _____
(Owner, Manager, Person in Charge)

PLANT PROTECTION SPECIALIST

JEANIE FRECHETTE
(Signature)
Division of Plant Industry

DISTRICT NUMBER 223

District Office Phone # (772) 468-3921

(Please Print)



11

5 years



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

November 17, 2020

NATURE'S KEEPER, INC.
302 S BROCKSMITH RD
FORT PIERCE, FL 34945-4401

SUBJECT: NATURE'S KEEPER, INC.

Your application and fee for registration as a dealer in agriculture products as required by section 604.15-604.30, Florida Statutes, have been received and processed.

Your registration certificate appears below. All advertising and contracts should contain the phrase: "NATURE'S KEEPER, INC. is registered with the State of Florida as a Dealer in Agriculture Products. Registration No. AD1053."

Proof of current registration must also be presented before the local occupational license(s) may be issued or renewed. This registration certificate will expire on October 22, 2021.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 800-435-7352 or 850-617-7150.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1053**
Issue Date: November 16, 2020
Expiration Date: October 22, 2021

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

NATURE'S KEEPER, INC.
302 S BROCKSMITH RD
FORT PIERCE, FL 34945-4401

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

#11



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

January 10, 2020

NATURE'S KEEPER, INC.
302 S BROCKSMITH RD
FORT PIERCE, FL 34945-4401

SUBJECT: NATURE'S KEEPER, INC.

Your application and fee for registration as a dealer in agriculture products as required by section 604.15-604.30, Florida Statutes, have been received and processed.

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State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1053**
Issue Date: October 30, 2019
Expiration Date: October 23, 2020

License as Dealer in Agriculture Products

POST CERTIFICATE
CONSPICUOUSLY

Section 604.15-604.30, Florida Statutes

NATURE'S KEEPER, INC.
302 S BROCKSMITH RD
FORT PIERCE, FL 34945-4401

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

#11



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

October 31, 2019

NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL 34945-4716

SUBJECT: NATURE'S KEEPER, INC.

Your application and fee for registration as a dealer in agriculture products as required by section 604.15-604.30, Florida Statutes, have been received and processed.

Your registration certificate appears below. All advertising and contracts should contain the phrase: "NATURE'S KEEPER, INC. is registered with the State of Florida as a Dealer in Agriculture Products. Registration No. AD1053."

Proof of current registration must also be presented before the local occupational license(s) may be issued or renewed. This registration certificate will expire on October 23, 2020.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 800-435-7352 or 850-617-7150.

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State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1053**
Issue Date: October 30, 2019
Expiration Date: October 23, 2020

License as Dealer in Agriculture Products

POST CERTIFICATE
CONSPICUOUSLY

Section 604.15-604.30, Florida Statutes

NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL 34945-4716

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

October 26, 2018

NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL 34945-4716

SUBJECT: NATURE'S KEEPER, INC.

Your application and fee for registration as a dealer in agriculture products as required by section 604.15-604.30, Florida Statutes, have been received and processed.

Your registration certificate appears below. All advertising and contracts should contain the phrase: "NATURE'S KEEPER, INC. is registered with the State of Florida as a Dealer in Agriculture Products. Registration No. AD1053."

Proof of current registration must also be presented before the local occupational license(s) may be issued or renewed. This registration certificate will expire on October 23, 2019.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 800-435-7352 or 850-617-7150.

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State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1053**
Issue Date: October 25, 2018
Expiration Date: October 23, 2019

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL 34945-4716

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

#11



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

October 24, 2017

NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL 34945-4716

SUBJECT: NATURE'S KEEPER, INC.

Your application and fee for registration as a dealer in agriculture products as required by section 604.15-604.30, Florida Statutes, have been received and processed.

Your registration certificate appears below. All advertising and contracts should contain the phrase: "NATURE'S KEEPER, INC. is registered with the State of Florida as a Dealer in Agriculture Products. Registration No. AD1053."

Proof of current registration must also be presented before the local occupational license(s) may be issued or renewed. This registration certificate will expire on October 23, 2018.

If you have any questions, please do not hesitate to call the Division of Consumer Services at 800-435-7352 or 850-617-7150.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1053**
Issue Date: October 23, 2017
Expiration Date: October 23, 2018

License as Dealer in Agriculture Products

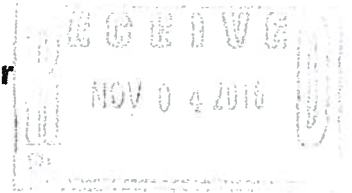
POST CERTIFICATE
CONSPICUOUSLY

Section 604.15-604.30, Florida Statutes

NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL 34945-4716

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

11



Florida Department of Agriculture and Consumer Services
Division of Marketing and Development
Mayo Building M-38
Tallahassee, Florida 32308

68875

Business Mailing Address:
NATURE'S KEEPER, INC.
DBA: NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL 34945-4716

Location Address:
NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL 34945-4716

Your official license appears below. This license should be detached along the dotted line and posted in a conspicuous area at your place of business, along with any other permits issued by this department.

Cut Here



POST LICENSE CONSPICUOUSLY

State of Florida
Department of Agriculture and Consumer Services
Division of Marketing and Development/Bureau of Agricultural Dealer's Licenses
850-617-7150
Tallahassee, Florida

Issue Date: 10/31/2016
Fee Amt Paid: \$300
FEIN: 65-0313390
Effective Date: 10/23/2016

License as Dealer in Agriculture Products
GOOD FOR ONE LOCATION

This license is issued under authority of Section 604.15-604.34, Florida Statutes, to:

License # 68875 -
NATURE'S KEEPER, INC.
DBA: NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL 34945-4716

Commodity Code: 1 11
Bonding Company: UNITED FIRE & CASUALTY COMPANY
Bond Amount: \$75,000 Bond effective from 10/23/2016 through 10/22/2017

Field Representatives BRADFORD ROBSON

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the dealer in agricultural products whose name and address are shown above, has paid the required fee and has made an approved surety bond to the Commissioner of Agriculture as required by Sections 604.15-604.34, Florida Statutes, and is hereby granted this license as Dealer in Agricultural Products as defined in Section 604.15, Florida Statutes. This license is for a one year period.

#11 5 years

B95879



Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

NICOLE "NIKKI" FRIED
COMMISSIONER

ISSUED TO:

NATURE'S KEEPER, INC.
BIEGER, KRISTEN & FEKETA, STEWART
302 S BROCKSMITH RD
FORT PIERCE, FL 34945

THIS CERTIFICATE EXPIRES: 05/28/2021

FEE PAID: \$35.00

REGISTRATION NO.: 47221157

DATE ISSUED: 05/22/2020

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

#11

B89000



Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

NICOLE "NIKKI" FRIED
COMMISSIONER

ISSUED TO:

NATURE'S KEEPER, INC.
BIEGER, KRISTEN & FEKETA, STEWART
3795 SNEED RD
FORT PIERCE, FL 34945

THIS CERTIFICATE EXPIRES: 05/28/2020

FEE PAID: \$35.00

REGISTRATION NO.: 47221157

DATE ISSUED: 05/24/2019

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

#11

B81556

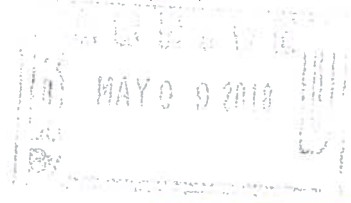


Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

ADAM H PUTNAM
COMMISSIONER



ISSUED TO:

NATURE'S KEEPER, INC.
WEST, MICHAEL & ROBERTA
3795 SNEED RD
FORT PIERCE, FL 34945

THIS CERTIFICATE EXPIRES: 05/28/2019

FEE PAID: \$35.00

REGISTRATION NO.: 47221157

DATE ISSUED: 05/04/2018

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

ADAM H PUTNAM
Commissioner of Agriculture

FDACS-08002 Revised 05/05

#11

B75051



Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

**ADAM H PUTNAM
COMMISSIONER**

ISSUED TO:

**NATURE'S KEEPER, INC.
WEST, MICHAEL & ROBERTA
3795 SNEED RD
FORT PIERCE, FL 34945**

THIS CERTIFICATE EXPIRES: 05/28/2018

FEE PAID: \$35.00

REGISTRATION NO.: 47221157

DATE ISSUED: 05/05/2017

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

**ADAM H PUTNAM
Commissioner of Agriculture**

FDACS-08002 Revised 05/05

#11

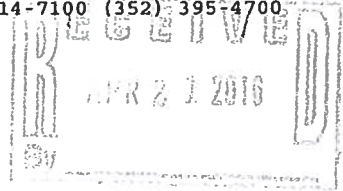
B68999



Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700



**ADAM H PUTNAM
COMMISSIONER**

ISSUED TO:

**NATURE'S KEEPER, INC.
WEST, MICHAEL & ROBERTA
3795 SNEED RD
FORT PIERCE, FL 34945**

THIS CERTIFICATE EXPIRES: 05/28/2017

FEE PAID: \$25.00

REGISTRATION NO.: 47221157

DATE ISSUED: 04/15/2016

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

**ADAM H PUTNAM
Commissioner of Agriculture**

FDACS-08002 Revised 05/05



"A City for All Ages"

E-Verify Form - Attachment G

Supplier/Consultant acknowledges and agrees to the following:

- 1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number 386462
Date of Authorization 01-20-2011
Name of Contractor Nature's Keeper, Inc.
Name of Project Landscape Service Ebid # 20200096
Solicitation Number (If Applicable) 20200096

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on February 23, 2021 in Fort Pierce (city), FL (state).

Signature of Authorized Officer

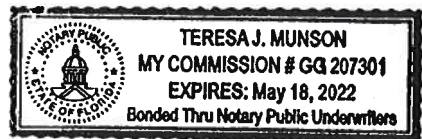
Krysten Bieger - President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 23 DAY OF February, 2021.

NOTARY PUBLIC [Signature]

My Commission Expires: 5-18-22





"A City for All Ages"

NON-COLLUSION AFFIDAVIT

Attachment H

Solicitation #20200096

Landscaping Services

State of Florida }

County of St. Lucie }

Krysten Bieger, being first duly sworn, disposes and says that:

(Name/s)

1. They are President of Nature's Keeper, Inc the Proposer that

(Title)

(Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

(Title) President



"A City for All Ages"

STATE OF FLORIDA }
COUNTY OF ST. LUCIE) SS:

The foregoing instrument was acknowledged before me this (Date) 2/23/21

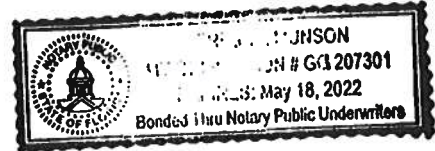
by: Krysten Bieger who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Commission No. GG207301

Notary Print: Teresa J Munson

Notary Signature: Teresa J Munson





"A City for All Ages"

DRUG-FREE WORKPLACE FORM

Attachment I

e-BID #2020096

Landscaping Services

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Nature's Keeper, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Contractor's Signature

2-23-20

Date

#14 Drug Free Policy

LANDSCAPE & IRRIGATION

Sod, Seed & Mulch, Hydro-seed, Silt Fence, Turbidity Barrier, Mitigation Planting

302 S. Brocksmith Road
Fort Pierce, FL 34945

Phone: 772-467-1230



FDPE Qualified
DBE Certified

Fax: 772-467-8923

FLORIDA DRUG-FREE WORKPLACE PROGRAM

1. STATEMENT OF POLICY

Revised 9/20/2019

As part of our commitment to safeguard the wellbeing of our employees and to provide a safe environment for everyone, Nature's Keeper Inc. has established a drug-free workplace policy.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who use illegal drugs or abuse alcohol to seek help in overcoming their problem. Employees who do so will be able to retain their job positions in good standing.

While this company understands that employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

All employees are given a one-time notice as of the above date that it is a violation of company policy for any employee to report to work under the influence of illegal drugs and/or to possess in his or her body, illegal drugs in any detectable amount. Employees are subject to drug testing under the standards of this policy.

Thereafter, Nature's Keeper Inc. will include notice of drug testing on employment vacancy announcements for positions for which drug testing is required. A notice of the drug-testing policy will be posted in an appropriate and conspicuous location on Nature's Keeper Inc premises, and copies of the policy must be made available for inspection by the employees or job applicants of the employer during regular business hours in the employer's personnel office or other suitable locations.

a. Types of drug/alcohol testing required.

i. **Reasonable-suspicion drug testing.** Nature's Keeper Inc. requires an employee to submit to reasonable-suspicion drug testing. Reasonable-suspicion drug testing is drug testing based on a belief that an employee is using or has used drugs/alcohol in violation of the drug-free workplace policy. Reasonable suspicion may be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- A. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- C. A report of drug use, provided by a reliable and credible source.
- D. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
- E. *Information that an employee has caused, contributed to, or been involved in an accident while at work.*
- F. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on Nature's Keeper Inc premises or while operating Nature's Keeper's vehicle, machinery, or equipment.

ii. **Routine fitness-for-duty drug testing.** Nature's Keeper Inc. requires an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the established policy or that is scheduled routinely for all members of an employment classification or group.

iii. **Follow-up drug testing.** If the employee in the course of employment enters an employee assistance program for drug/alcohol-related problems, or a drug/alcohol rehabilitation program, Nature's Keeper Inc. requires the employee to submit to a drug/alcohol test as a follow-up to the program, unless the employee voluntarily entered the program. In those cases, Nature's Keeper Inc. has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

b. The actions that Nature's Keeper Inc. may take against an employee or job applicant on the basis of a positive confirmed drug/alcohol test result.

i. **Positive Test - Denial of Florida workers' compensation benefits.** Upon a positive confirmed drug/alcohol test result, **Nature's Keeper Inc.** will deny an employee workers' compensation medical or indemnity benefits under Florida Chapter 440.

ii. **Refusal of Test - Denial of Florida workers' compensation benefits.** If an injured employee refuses to submit to a drug/alcohol test, the employee forfeits eligibility for Florida workers' compensation medical and indemnity benefits.

iii. **Positive Test – Termination of employment.** Upon a positive confirmed drug/alcohol test result, **Nature's Keeper Inc.** may terminate the employee's employment.

2. EXISTANCE OF 440.102

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration.

3. CONFIDENTIALITY

a. Except as otherwise provided in this section, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under Florida Chapter 440 (workers' compensation).

b. Company, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

c. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

d. This subsection does not prohibit Nature's Keeper Inc. agent of Nature's Keeper Inc. or laboratory conducting a drug test from having access to employee drug test information or using the information when consulting with legal counsel in connection with actions brought under, or related to this section, or when the information is relevant to its defense in a civil or administrative matter.

4. REPORTING USE OF PRESCRIPTION OR NONPRESCRIPTION MEDICATIONS

a. An employee or job applicant may confidentially report the use of prescription or nonprescription medications to a medical review officer, both before and after a drug/alcohol test, by contacting the medical review officer directly; Nature's Keeper Inc. will provide the contact information.

b. Prescription or nonprescription medication is a drug or medication obtained with a prescription from an authorized health care provider or a medication that is authorized by federal

or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

c. A medical review officer (MRO) is a licensed physician employed with or contracted with Nature's Keeper Inc., who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

5. LIST OF COMMON MEDICATIONS THAT MAY AFFECT A DRUG/ALCOHOL TEST

The following is a list of the most common medications, which may alter or affect a drug test, and is not intended to be all-inclusive:

Alcohol	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
Amphetamines	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
Cannabinoids	Marinol (Dronabinol, THC).
Cocaine	Cocaine HCl topical solution (Roxanne).
Phencyclidine	Not legal by prescription.
Methaqualone	Not legal by prescription.
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
Methadone	Dolophine, Metadose.
Propoxyphene	Darvocet, Darvon N, Dolene, etc.

6. CONSEQUENCES OF REFUSING DRUG/ALCOHOL TESTING

a. Job applicant drug/alcohol testing. **Nature's Keeper Inc.** may refuse to hire a job applicant who refuses to submit to a drug/alcohol test.

b. Employee drug/alcohol testing.

i. If an injured employee refuses to submit to a drug/alcohol test, the employee forfeits eligibility for Florida workers' compensation medical and indemnity benefits.

ii. If an injured employee refuses to submit to a drug/alcohol test, the employee may be terminated from employment with **Nature's Keeper Inc.**

7. EMPLOYEE ASSISTANCE PROGRAM

Nature's Keeper Inc. maintains an Employee Assistance Program ("EAP"). The purpose of an EAP is to provide help to employees and their families who suffer from alcohol abuse, drug abuse or other mental health issues. Employees may access these services without Company's involvement.

It is the responsibility of an employee to seek assistance from an EAP before alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently seeking treatment through an EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

Nature's Keeper Inc EAP will provide appropriate assessment, evaluation and counseling and/or referral for treatment of drug and/or alcohol abuse. Employees may be granted leave with a conditional return to work, contingent upon successful completion of the agreed-upon treatment regimen, which may include follow-up testing. The cost of seeking assistance from the program will be the responsibility of the employee.

8. CHALLENGES TO TEST RESULTS

a. An employee or job applicant who receives a positive confirmed test result may contest or explain the result to Nature's Keeper Inc. designated medical review officer (MRO) within five (5) working days after receiving written notification of the test result. If an employee's or job applicant's explanation or challenge of the positive test is unsatisfactory to the MRO, the MRO shall report a positive test result back to the employer; and that a person may contest the drug test result according to the law/rules adopted by the Florida Agency for Health Care Administration.

b. The terms "confirmation test," "confirmed test," or "confirmed drug test" mean a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

c. Confirmation testing shall be done in accordance with the following:

(i) If an initial drug test is negative, Nature's Keeper Inc. may in its sole discretion seek a confirmation test.

- (ii) Only licensed or certified laboratories may conduct confirmation drug tests.
- (iii) All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Florida Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
- (iv) If an initial drug test of an employee or job applicant is confirmed as positive, Nature's Keeper Inc. designated medical review officer shall provide technical assistance to the Nature's Keeper Inc. and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

9. EMPLOYEE RESPONSIBILITY TO NOTIFY LABORATORY

An employee or job applicant is responsible for notifying the testing laboratory of any administrative or civil action brought pursuant to Florida Statute 440.102 (West 2015).

10. DRUGS THAT MAY BE TESTED

Nature's Keeper Inc. may test for any or all of the following drugs and alcohol:

- Alcohol
- Amphetamines
- Cannabinoids
- Cocaine
- Phencyclidine HCl
- Methaqualone HCl
- Opiates
- Barbiturates
- Benzodiazepines
- Synthetic Narcotic

11. COLLECTIVE BARGAINING AGREEMENTS

Nature's Keeper Inc. employees are not subject to any collective bargaining agreement; however, if one becomes applicable, there may be a right to appeal actions taken by **Nature's Keeper Inc.** due to an employee's confirmed drug test or refusal to take a drug/alcohol test with the Public Employees Relations Commission or applicable court.

12. MEDICAL REVIEW OFFICER CONSULTATIONS

Employees and job applicants may consult with a medical review officer for technical information, regarding prescription or nonprescription medication.

Company's medical review officer contact information is as follows:

- Name:
- Address:
- Telephone:
- Email:

“SAMPLE”

NOTIFICATION OF POSITIVE DRUG TEST

Dear _____:

On [Date] you were drug tested according to requirements in [Company’s] drug-free workplace program. Based on the State of Florida drug testing standards, your urine/blood specimen was tested twice in a controlled laboratory environment, which includes confirmation testing.

We have received the drug test result from our company's medical review officer (MRO), and the result indicates that you have tested positive (failed the test) for the following substance(s):

- | | |
|---|--|
| <input type="checkbox"/> Cannabinoids (marijuana) | <input type="checkbox"/> Alcohol |
| <input type="checkbox"/> Amphetamines | <input type="checkbox"/> Cocaine |
| <input type="checkbox"/> Phencyclidine (PCP) | <input type="checkbox"/> Methaqualone |
| <input type="checkbox"/> Opiates | <input type="checkbox"/> Barbiturates |
| <input type="checkbox"/> Benzodiazepines | <input type="checkbox"/> Synthetic Narcotics |

In keeping with our company drug-free workplace policy, the following disciplinary procedure(s) will take place immediately:

If you disagree with the test result or have some other related concern, you have the right to submit information explaining or contesting the test result, and explaining why the positive test result does not constitute a violation of our drug-free workplace policy, within five working days after receiving this notice. You also have the right, within 180 days of your challenge, to have your original specimen retested at another Agency for Health Care Administration certified laboratory. Arrangements and cost will be your responsibility. Other challenge rights to which you may be entitled are included in your copy of our drug-free workplace policy previously distributed to you.

Our company Medical Review Officer (MRO) is _____, M.D.
Phone: _____. You may contact the MRO to ask questions or discuss your drug test result.

Sincerely,

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. #20200096 - Attachment J

PROJECT TITLE: Landscaping Services

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Throughout the entire City of Port St. Lucie

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
TBO Dollars (Written) (Figures)
3. The amount listed above has been included within the Base Bid.

Certified: Natures Keeper, Inc.
(Company-Contractor)

By: [Signature]
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida on the day of 23 Feb, 2021.

[Signature]
NOTARY PUBLIC





"A City for All Ages"

**eBID #20200096 – ATTACHMENT K
CONTRACTOR'S CODE OF ETHICS**

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and

localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Nature's Keeper, Inc.

Signature 

Printed Name and Title Krysten Bieger, President

Date 2-23-20

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.