

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13E
DATE 7/23/12

Meeting Date: July 23, 2012

Public Hearing Ordinance Resolution Motion

Commandstar Broadcast Date: May 4, 2012

Item: E-RFP #20120040 - Commercial Landscaping Services

Recommended Action:

1.) Approval of Award and Contract Documents to enter into a Master Contract with Natures's Keeper, Inc. and Arazoza Brothers Corporation to perform Commercial Landscaping Services on an as needed basis throughout the City of Port St. Lucie. Contract period is twenty four (24) months with an option to renew for an additional twenty four (24) month period.

2.) Approval to follow the policy and procedure as outlined in Section 10.09 of the City's Procurement Manual. This allows for purchases under \$1,000,000.00 with City Manager approval that have Council approved budgets without additional Council action. Any project over \$1,000,000.00 will require Council approval.

Exhibits: Department memo attached [X] yes [] no

Copies of the E-RFP Document and all Addenda, responses from proposers, tabulation report, CD of Evaluation Meeting and all related documents.

Summary Explanation/Background Information: An E-RFP was sent out on May 4, 2012 soliciting proposals from firms to perform Commercial Landscaping Services throughout the City of Port St. Lucie, on an as needed basis, to replace dead or damaged plants and trees. The intent of the proposal was to place multiple firms on a Master Contract List to ensure quality and to provide competition. Two (2) firms responded. The Evaluation Committee met on July 10, 2012 and determined that both firms were equally qualified and voted unanimously to place both firms on the Master list. An e-bid to both firms will be issued for projects valued at \$5,000.00 or more. A rotation basis method will be used for projects valued less than \$5,000.00.

Expenditure: As budget allows per fiscal year

Department requests expenditure from the following:

Fund	104/401	R & B Fund 50% / Stormwater Fund 50%
Cost Center	4127	Greenbelt Operations
Object Code	534109	Landscaping Services
Project	00000	n/a

Director of OMB concurs with award: 

City Manager concurs with award: 

Department requests -0- minutes to make a presentation.

Submitted by: Patricia Roebing Date Submitted: 7/16/2012

Title: City Engineer



"A City for All Ages"

CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

MEMORANDUM

To: CHERYL SHANABERGER, DEPUTY DIRECTOR OMB

Thru: JAMES ANGSTADT, P.E. ACTING ASSISTANT CITY ENGINEER ^{JE A}

From: JOHN DUNTON, MANAGER ENGINEERING DEPARTMENT _{JD}

Date: JULY 16, 2012

Re: RECOMMENDATION OF AWARD
RFP 20120040 COMMERCIAL LANDSCAPING SERVICES
NATURES KEEPER & ARAZOZA BROTHERS

The Engineering Department has reviewed the Evaluation Committee's results for RFP 20120040 (Commercial Landscaping Services) and has no issues with the Committee's selection. The (2) two vendors are known to this Department as they both have worked on varied and numerous projects in the area. This Department concurs with the committee's recommendation.

If you have any questions or need any additional information, please contact me.

c: Dave Pollard – Director of OMB
Jesus Merejo – Director Utility Systems
Patricia Roebing, P.E., City Engineer
Sue Walsh – Manager Operations

City of Port St. Lucie
Port St. Lucie, Florida

PURCHASING POLICY AND PROCEDURE MANUAL



10.06 BID OPENING

Due to the generally high dollar cost of construction projects, the bid opening must be handled very seriously and in a highly professional manner. No bids will be accepted after the opening date and time.

The Purchasing Agent or his/her designee is in charge of the bid opening, with a member of the Purchasing staff recording the results of each bid.

Procedures noted in the "Section XII Bids and Proposals" must be followed. Care should be taken to prevent non-city personnel from tampering with or reviewing the bids at this time. Anyone requesting copies of bids should be requested to return at a later date.

10.07 BID REVIEW AND AWARD

To allow a thorough bid review by the originating department, Purchasing will make copies of all pertinent pages from each bid. Included would be the contractors Bid Reply Sheet, bid bonds, and any pages referencing substitutions or changes to the bid document.

After the originals are secured in the bid file, and Purchasing has made a through review for bid responsiveness, the requesting City department will be forwarded the bid copies for their review.

In some cases, review of bids may be performed by a contracted Architectural/Engineering firm. Copies of all bids must then be provided to both the requesting department and the A/E Consultant.

The contract award should generally be made to the bidder meeting specifications that provides the best value to the City.

The Purchasing Agent or his/her designee will then review the award. If in agreement, he then forwards the Agenda Item Request and all pertinent documents to the department for the department head signature. The department returns the signed Agenda Item Request to Purchasing. The Purchasing Department forwards to the City Manager in sufficient time for the next available Council meeting.

10.08 FORMAL CONSTRUCTION CONTACT

Due to the complex nature and duration of construction projects, formal construction contracts are prepared and issued to all parties. The Purchasing Division of OMB is responsible for preparation and execution of the contract.

The formal construction contract is based on the bid document and plans. The contractor must provide all required licensing, insurance, and bond documentation to the Purchasing Division of OMB.

10.09 CONSTRUCTION MASTER CONTRACTS

For market advantage and upon written recommendation by the city manager, the purchasing agent by competitive process may establish a select list of firms to purchase any good, supplies, equipment, materials, construction services or other services. City council shall award to several bidders to establish "Master Contracts" for different and varying trades. The goal is to have 3 to 5 qualified firms for each trade. A Master Contract will be established for each firm for each trade advertised. OMB will purchase from these firms for projects cost under \$1,000,000.00 with City Manager approval that have council approved budgets. Any project over \$1,000,000.00 will require additional city council approval. OMB may require proposals from each firm for the good or service needed or may determine it is best for the City to start negotiation with only one firm. OMB may negotiate with several firms at one time and request a "Best and final Offer" if deemed in the best interest of the City.

**CITY OF PORT SAINT LUCIE
CONTRACT #20120040**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part, and **Nature's Keeper, Inc.**, 3795 Sneed Road, Fort Pierce, Florida 34945, Telephone No. (772) 467-1230 Fax No. (772) 467-8923, hereinafter called "Contractor," party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

As used herein the Project Manager shall mean John Dunton, Engineering Department at (772) 344-4035 or his designee.

NOTICES

City Project Manager: John Dunton, Engineering Department
City of Port St. Lucie
900 SE Ogden Lane
Port St. Lucie, Florida 34983
Telephone: 772-344-4035 Fax: 772-871-7397
Email: jdunton@cityofpsl.com

City Contract Administrator: Robyn Holder, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

Contractor: Nature's Keeper, Inc.
Roberta West, President
3795 Sneed Road
Fort Pierce, Florida 34945
Telephone: 772-467-1230 Fax: 772-467-8923
Email: roberta@natures-keeper.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Contractor has agreed to perform pursuant to the Request for Proposal (RFP) which is incorporated herein by this reference, is for Commercial Landscaping Firms licensed in the State of Florida and experienced in commercial landscaping projects. Projects will be located throughout the City and performed on an as needed basis. Projects may range from replacing dead or damaged plants and trees to City wide enhancement projects.

Awards for individual projects under this Master Contract will be as follows:

Award of Individual Projects over \$5,000.00 – An E-bid will be broadcast on Demandstar with the specifications listed for each project valued at five thousand dollars (\$5,000.00) or more and will be in an Excel format. All responses will be received electronically in an Excel format. The award of each individual project will be based on the lowest responsive responsible bid with consideration for the projected time submitted.

Award of Individual Projects under \$5,000.00 - Contractors will be put on a rotation list for all projects under five thousand (\$5,000.00) dollars. The Office of Management & Budget will manage the rotation list. If for any reason the Contractor that is eligible for the project cannot respond within seven (7) business days, the other Contractor will automatically become eligible for the project.

SECTION II TIME OF PERFORMANCE

Contract period shall begin on _____ and continue for a period of twenty-four (24) months ending on _____. In the event all work required in the Proposal has not been completed by the specified date for each event, the Contractor agrees to provide work as authorized by the Project Manager until all work for the event specified has been rendered

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor will be determined by the lump sum E-Bid on each individual project. Payments will be disbursed in the following manner:

Progress Payments- Partial payments may be made calculated from the percentage of work completed and in place will be made net thirty (30) days after the receipt of the pay request. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. No payments will be made until all required documentation has been received.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the work is fully performed, City will promptly issue a final certificate stating that the work provided for in the Contract has been completed, and that the City's final acceptance of the Contractor's work under the terms and the conditions of the Contract is recommended, and the entire balance due the Contractor, and subject to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor Net thirty (30) calendar days after the date of the City's issuance of said final certificate of work completion and acceptance.

Before the City issues the final certificate of work completion and acceptance, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Commercial Landscaping Services

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Project Manager as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number or Visa Authorization number appearing herein.

**SECTION IV
CONFORMANCE WITH PROPOSAL**

The materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal (RFP) and Specifications on file in the Office of Management and Budget (OMB) of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

**SECTION V
INDEMNIFICATION/INSURANCE**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any

Commercial Landscaping Services

insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes; under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor must have Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. An endorsement for herbicide / pesticide applicator must be included.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the "City of Port St. Lucie, a Florida municipal corporation, its officers, agents and employees" as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and Contract #20120040 for Commercial Landscaping Services for the City of Port St. Lucie shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty - (30) days written notice from the City, to provide coverage at least equal to the amended

Commercial Landscaping Services

statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) years after the work required has been completed and final acceptance by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the

performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB, City Manager or their designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before the work is started.

SECTION VIII FIELD CHANGES

The Project Manager shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extensions of the Contract Time. Such changes shall be effected by written order and signed by both the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

SECTION IX COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and agrees to follow all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any Amendments or Change Orders thereto shall comply with all local, state and federal laws and regulations.

SECTION X CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractor's equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XI NOTICE OF PERFORMANCE

Following the delivery of materials and Contractor's performance of work required under this Contract, Contractor shall submit a written request for inspection to the Project Manager. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XIII of this Contract.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Manager shall conduct inspection as soon as practicable after receipt of the Contractor's of a Notice of Performance. If such inspection shows that the required work performed in accordance with the terms and conditions of the Contract Documents and that the work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Project Manager reveals that the work performed is not satisfactory, or is substandard, then the Project Manager shall, as soon as practicable, inform the representatives or contact persons of the respective parties hereto, of the specific findings of the inspection. The City shall provide Contractor with the opportunity to correct, remedy, or fix, within thirty (30) days from the date of notice of the unfavorable inspection, the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of the Contract Documents shall apply.

**SECTION XIV
LICENSING**

The Contractor must possess all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees and members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

The Contractor shall not delegate or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure completion within the time specified in this Contract, the

City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder

C. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred dollars (\$500.00) for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

D. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any adverse acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify in writing to the City of the delay in performing work. Contractor shall provide such written notice of delay within two (2) days of the event that caused the delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

SECTION XVIII LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XIX
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XX
RENEWAL OPTION**

The Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent period, then the City, without additional bidding or negotiation, may, with the mutual agreement between the City and the Contractor, extend this Contract for an additional twenty-four (24) month period.

NOTE: Contractor may exercise the option to continue the contract by submitting a written submission three (3) months prior to the end of the twenty-four (24) month period.

**SECTION XXI
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of or altering in any manner whatsoever, this Contract or Contract documents.

Balance of page left intentionally blank

Commercial Landscaping Services

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of Nature's Keeper, Inc.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)

**CITY OF PORT SAINT LUCIE
CONTRACT #20120040**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part, and **Arazoza Brothers Corporation**, P.O. Box 924890, Homestead, Florida 33092, Telephone No. (305) 246-3223 Fax No. (305) 246-0481, hereinafter called "Contractor," party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

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NOTICES

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City of Port St. Lucie
900 SE Ogden Lane
Port St. Lucie, Florida 34983
Telephone: 772-344-4035 Fax: 772-871-7397
Email: jdunton@cityofpsl.com

City Contract Administrator: Robyn Holder, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

Contractor: Arazoza Brothers Corporation
Tedd Kenny
15901 SW 242 Street / P.O. Box 924890
Homestead, Florida 33092
Telephone: 305-246-3223 Fax: 305-246-0481
Email: tkenny@arazozabrothers.com

**SECTION I
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Awards for individual projects under this Master Contract will be as follows:

Award of Individual Projects over \$5,000.00 – An E-bid will be broadcast on Demandstar with the specifications listed for each project valued at five thousand dollars (\$5,000.00) or more and will be in an Excel format. All responses will be received electronically in an Excel format. The award of each individual project will be based on the lowest responsive responsible bid with consideration for the projected time submitted.

Award of Individual Projects under \$5,000.00 - Contractors will be put on a rotation list for all projects under five thousand (\$5,000.00) dollars. The Office of Management & Budget will manage the rotation list. If for any reason the Contractor that is eligible for the project cannot respond within seven (7) business days, the other Contractor will automatically become eligible for the project.

SECTION II TIME OF PERFORMANCE

Contract period shall begin on _____ and continue for a period of twenty-four (24) months ending on _____. In the event all work required in the Proposal has not been completed by the specified date for each event, the Contractor agrees to provide work as authorized by the Project Manager until all work for the event specified has been rendered

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor will be determined by the lump sum E-Bid on each individual project. Payments will be disbursed in the following manner:

Progress Payments- Partial payments may be made calculated from the percentage of work completed and in place will be made net thirty (30) days after the receipt of the pay request. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. No payments will be made until all required documentation has been received.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the work is fully performed, City will promptly issue a final certificate stating that the work provided for in the Contract has been completed, and that the City's final acceptance of the Contractor's work under the terms and the conditions of the Contract is recommended, and the entire balance due the Contractor, and subject to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor Net thirty (30) calendar days after the date of the City's issuance of said final certificate of work completion and acceptance.

Before the City issues the final certificate of work completion and acceptance, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties

Commercial Landscaping Services

encountered in the prosecution of the work, or for any expenses incurred by or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Project Manager as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number or Visa Authorization number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

The materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal (RFP) and Specifications on file in the Office of Management and Budget (OMB) of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void

Commercial Landscaping Services

and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor must have Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. An endorsement for herbicide / pesticide applicator must be included.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the "City of Port St. Lucie, a Florida municipal corporation, its officers, agents and employees" as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and Contract #20120040 for Commercial Landscaping Services for the City of Port St. Lucie shall be listed as additionally insured.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty - (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and

Commercial Landscaping Services

subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) years after the work required has been completed and final acceptance by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the

performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB, City Manager or their designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before the work is started.

SECTION VIII FIELD CHANGES

The Project Manager shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extensions of the Contract Time. Such changes shall be effected by written order and signed by both the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

SECTION IX COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and agrees to follow all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any Amendments or Change Orders thereto shall comply with all local, state and federal laws and regulations.

SECTION X CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractor's equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XI NOTICE OF PERFORMANCE

Following the delivery of materials and Contractor's performance of work required under this Contract, Contractor shall submit a written request for inspection to the Project Manager. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XIII of this Contract.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Manager shall conduct inspection as soon as practicable after receipt of the Contractor's of a Notice of Performance. If such inspection shows that the required work performed in accordance with the terms and conditions of the Contract Documents and that the work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Project Manager reveals that the work performed is not satisfactory, or is substandard, then the Project Manager shall, as soon as practicable, inform the representatives or contact persons of the respective parties hereto, of the specific findings of the inspection. The City shall provide Contractor with the opportunity to correct, remedy, or fix, within thirty (30) days from the date of notice of the unfavorable inspection, the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of the Contract Documents shall apply.

**SECTION XIV
LICENSING**

The Contractor must possess all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees and members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

The Contractor shall not delegate or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure completion within the time specified in this Contract, the

Commercial Landscaping Services

City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder

C. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred dollars (\$500.00) for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

D. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any adverse acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify in writing to the City of the delay in performing work. Contractor shall provide such written notice of delay within two (2) days of the event that caused the delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

**SECTION XVIII
LAW**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XIX
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XX
RENEWAL OPTION**

The Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent period, then the City, without additional bidding or negotiation, may, with the mutual agreement between the City and the Contractor, extend this Contract for an additional twenty-four (24) month period.

NOTE: Contractor may exercise the option to continue the contract by submitting a written submission three (3) months prior to the end of the twenty-four (24) month period.

**SECTION XXI
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of or altering in any manner whatsoever, this Contract or Contract documents.

Balance of page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative of Arazoza Brothers Corporation

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

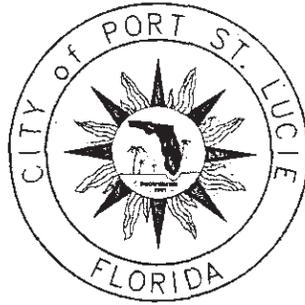
My Commission Expires _____

(seal)

E-RFP DOCUMENTS

- E-RFP Document
- Notice of Evaluation Meeting
- Evaluation Committee Meeting Summary
- Sign In Sheet from Evaluation Committee Meeting
- CD of the Evaluation Committee Meeting
- Guidelines for Individual Scoring of Proposals
- Individual Score Sheets
- E-RFP Tabulation Sheet
- Sign In Sheet from the E-RFP Opening
- Proposals from Natures Keeper, Inc. & Arazoza Brothers Corp. (both firms were selected)

CITY OF PORT ST. LUCIE



E-RFP #20120040

ELECTRONIC REQUEST FOR PROPOSALS (E-RFP) FOR COMMERCIAL LANDSCAPING SERVICES

Prepared By: Robyn Holder, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4293
rholder@cityofpsl.com

ELECTRONIC REQUEST FOR PROPOSALS
FOR COMMERCIAL LANDSCAPING SERVICES

Electronic RFP (E-RFP) #20120040 for Commercial Landscaping Services will be received in the Office of Management & Budget, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than **3:00:00 pm on June 7, 2012.**

Electronic replies will be the **only** method allowed for Proposers to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. Submittals will be done through a secure locked box. Proposers can only view/submit their Electronic Proposal and will not have access to any other Proposer's submittal. The Proposer's submittal may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic submittal. The City will then open the E-RFPs. Proposers who are electronically submitting for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals submitted after the time specified be accepted or considered. Such proposals will be rejected. It is the sole responsibility of the Proposer to ensure that his or her proposal is uploaded to Demandstar on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

For the purpose of this RFP, the term Proposer and Contractor may be used interchangeably.

Robyn Holder, CPPB
Office of Management and Budget

CAUTION

It is suggested that you upload your response in adequate time to assure that it will be posted on the day prior to the closing date.

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OVERVIEW

The City of Port St. Lucie, Florida solicits proposals from qualified firms or legal entities experienced in commercial landscaping services for the purpose of replacing dead or damaged plants, shrubs and trees throughout the City of Port St. Lucie on an as needed basis. Landscaping firms that qualify and placed on the short list will be placed on the Master Contract list. The Contract period will be for twenty-four (24) months with a renewal option of one (1) additional twenty-four (24) month period.

INTENT

It is the intent of the City to enter into Master Contracts with one or more qualified landscaping firms that are regularly engaged in commercial landscaping services and that can respond within seven (7) business days after receipt of notice. The landscaping firm shall provide, with the submittal package, verification that they are certified in Maintenance of Traffic, they have been engaged in commercial landscaping services for a minimum of five (5) years and that they are qualified and experienced in commercial landscaping services in the State of Florida.

Firms under contract will be asked to submit an electronic bid for each identified commercial project valued at five thousand dollars (\$5,000.00) or more. Each project will require the appropriate insurance as identified in the Master Contract.

NOTE: The City will not accept proposals from firms, that have or have had adversarial relationships with the City or firms that have represented entities that have or have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

INQUIRIES

All questions related to the Request for Proposal must be directed to Robyn Holder, CPPB in the Office of Management & Budget Department. She can be reached at (772) 344-4293. Questions shall be submitted in writing no later than seven (7) days prior to the bid opening date. To ensure fair consideration for all proposers, it is clearly understood that Ms. Holder is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

RESPONSES

All responses are to be uploaded to www.Demandstar.com. Proposers are requested to submit the following information:

VERY IMPORTANT: All respondents shall submit their proposals in this same order. All submittals shall be uploaded to Demandstar. No hard copies will be accepted.

- a) Letter of Transmittal - This letter will summarize in a brief and concise manner the Proposer's understanding of the work to be done, brief company history, financial resources and personnel staffing qualifications. **(Limit response to two pages)**

- b) Proposer's Questionnaire - Each Proposer is required to submit the attached questionnaire located on pages 16 - 21.
- c) References - This section of the proposal should include five (5) recent, preferably during the past five (5) years, commercial landscaping projects ranging from \$150,000.00 dollars per project or more. Please use the form provided on page 23 for the submittal of these references.
- d) Certificate of Insurance - Each Proposer is required to submit a Certificate of Insurance currently held by the firm. Once the Proposer has been awarded a Master Contract, the required insurance listed in the Contract Form must be obtained prior to the execution of the Contract.
- e) Subcontractors - Each Proposer is required to provide a list of all subcontractors they intend to use for City projects. List subcontractors on the Questionnaire.
- f) Equipment List - Each Proposer is required to provide a list of all equipment that they intend to use for City project. All of the proposed equipment shall be of good quality and in good working order. The Proposer shall be solely responsible for all storage of equipment and materials.
- g) Maintenance of Traffic (MOT) Certification - Each Proposer must submit documentation that the firm is State certified in MOT.
- h) Safety Policy & Workers' Compensation Claims - Each Proposer must submit a comprehensive Safety Plan currently in use at the organization. Additionally, each Proposer shall submit a complete list of all Workers' Compensation claims for the past five (5) calendar years.
- i) Inventory List - Each Proposer must submit a complete inventory list or provide documentation of Agreements with various nurseries to supply plant and tree materials. All plant materials must be Florida Fancy, Florida Grade #1 or Florida Grade #2 certified in accordance with the Florida Grades and Standards for Nursery Plants. Insert this list on the Questionnaire, question #15.
- j) Licenses - Each Proposer is required to submit all licenses and certifications that may be required to perform commercial landscaping projects in the City of Port St. Lucie.
- k) W-9 Form - Each Proposer is required to submit a W-9 form.

Proposers are required to submit all documents electronically. **No hard copies will be accepted.**

Responses must be uploaded to Demandstar no later than **3:00:00 pm on June 7, 2012.**

QUESTION & ANSWER SESSION

Proposers that have been selected for the final short list may be expected to render a question and answer session to further clarify the firm's staff qualifications and overall capabilities.

TENTATIVE SCHEDULE

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Review and Selection Process:

May 4, 2012	Broadcast Date
June 7, 2012 @ 3:00:00 pm	Proposals due
TBD @ 2:00 pm	Evaluation Committee*
TBD	Question & Answer Session
TBD	Proposed City Council Approval

*Committee will meet in the Conference Room in the Office of Management & Budget Department, at 2:00 pm.

EVALUATION AND AWARD

Responses will be scored in the following manner:

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
a) Qualifications of firm in commercial landscaping projects.....	20 points
b) Experience & expertise of staff & subcontractors	30 points
c) Past Performance on projects of \$150,000.00 each or more.....	25 points
d) Availability of materials	15 points
e) Response time after receipt of notice	10 points
Total Maximum Points	100

1. GENERAL REQUIREMENTS

1.1 Request for Proposal - All requirements contained in the RFP are hereby incorporated in this specification.

1.2 Cost of Preparation of Proposal - The City will not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal.

1.3 Qualifications - Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Proposers will submit all required licenses and certifications required to perform commercial landscaping services in the City of Port St. Lucie with the E-Bid Reply documents. References from five (5) existing public sector or private sector entities to which it has provided these types of services within the past five (5) years or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the E-Bid Reply documents. All references shall be for projects valued at \$150,000.00 each or more. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. Performance history, list of projects recently completed and in process and experience of the principal members of the Proposer's organization must be furnished within seven (7) days, *if requested*.

1.4 Award of Master Contract - The award of the contract, if it is awarded, will be to the most responsive, responsible Proposers whose qualifications indicate the award will be to the

best interest of the City and whose proposals shall comply with the requirements of the Proposal Specifications. No award will be made until all necessary investigations have been made into the responsibility of the Proposers and the City is satisfied that the Proposers are qualified to do the work. The City's intent is to select multiple Proposers to be retained under a Master Contract for commercial landscaping services at various locations throughout the City of Port St. Lucie.

1.4.1 Award of Individual Projects – An E-bid will be broadcast on Demandstar with the specifications listed for each project valued at five thousand (\$5,000.00) dollars or more and will be in an Excel format. All responses will be received electronically in an Excel format. The award of each individual project will be based on the lowest responsive responsible bid with consideration for the projected time submitted for the project.

1.4.2 Local Preference Policy - Chapter 35.12 Local Preference Policy will not apply.

1.4.3 Default - If the selected Proposer to whom the Master Contract is awarded does not execute the contract and furnish the required insurance and other required documentation within **ten (10) days** of the date of Notice of Award, the Proposer shall be considered in default and the City shall have the right to award the contract to an alternative Proposer.

1.5 Execution of Contract - After the recipients of the award have been determined and necessary approvals obtained, the City will prepare the Contract to be executed by all selected Proposers. The Contract will be in substance the same as the Sample Contract given to the Proposer in the Request for Proposals (RFP). The selected Proposers will be required to execute the Standard City Contract within ten (10) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until it has been properly executed by all parties.

NOTE: The selected Proposers will be required to accept the terms and conditions of the City's contract. If Proposer cannot accept these terms and conditions of the City's contract, a bid should not be submitted.

1.6 Timeliness of Submittal - All proposals must be uploaded to Demandstar by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be uploaded after the time specified be considered. It is the sole responsibility of the Proposer to ensure that his/her proposal be posted to Demandstar on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. **NOTE:** Responses by telephone, telegram or facsimile shall not be accepted. No hard copies will be accepted.

1.6.1 Right to Reject -The City Council reserves the right to waive irregularities, rejects and/or accepts any and all proposals, in whole or in part, or take other such action as serves the best interests of the City.

1.6.2 Proposal Opening Extension - The City reserves the right to extend the proposal opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.6.3 Checklist - Proposers are requested to return the attached Checklist that is contained in the proposal package with the Proposal Reply Sheet.

1.7 Failure to Execute Contract - Failure on the part of the selected Proposer to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation as required will be just cause for the annulment of the award.

1.8 Subcontracting or Assigning of the Contract - The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Proposer shall list all subcontractors and the work provided by the suppliers with the proposal submitted.

1.9 Time of Award - The City reserves the right to hold proposals for a period not to exceed 90 days after the date of the proposal opening stated in the Request for Proposal (RFP) before awarding the contract. Contract award constitutes the date that City Council votes to approve the RFP award.

1.10 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.10.1 Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.11 City's Public Relations Image - The selected Proposer's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Proposer involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.12 Patent Fees, Royalties, and Licenses - If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or

copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damages which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.13 Tie Proposal Statement - In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Please submit the form that is enclosed with your proposal response if your company has a drug-free workplace program.

1.14 Cooperative Purchasing Agreement - This proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this proposal, during the period of time that this proposal is in effect. Each political entity will be responsible for execution of its own requirements with the selected Proposers.

1.15 Material Safety Data Sheets (MSDS) – Proposers shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Proposer in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Proposer shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the Contract.

1.16 Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

1.17 Permits – The Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Excavation permits will be required when working along certain Right-of-Ways.

1.17.1 The Proposers shall be required to complete a **W-9 Taxpayer Identification Form** provided with these specifications.

1.18 Familiarity with Laws – The Proposer is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him/her from responsibility. The Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151.

1.19 Damage to Property – The Proposer shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction

of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, right-of way turf, public highways, etc. Whenever such property is damaged due to the activities of the Proposer, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Proposer, and at the Proposer's expense. The Proposer's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

2. SPECIAL REQUIREMENTS

2.1 Proposer's Questionnaire – Proposers are required to complete the Proposer's Questionnaire located on pages 14 - 22 and submit them with their proposal package.

2.2 Proposer's References - Proposers are required to complete the Proposer's References located on page 23 and submit it with their proposal package. The City of Port St. Lucie may not be used as a reference. References shall be for projects in excess of one hundred fifty thousand (\$150,000.00) dollars or more.

2.3 Sub-Contractors – Proposers shall list all sub-contractors on the Proposer's Questionnaire that they intend to use. The City reserves the right to reject the successful proposer's selection of sub-contractors.

2.4 Scope of Services – The exact scope of work under this Contract will be determined on a per project basis. Each project may range from small replacements of damaged materials to a large City wide enhancement project. An E-Bid will be issued for each project with a list of specifications listed in an Excel format. All plant and tree replacements shall be fertilized with Agroform tablets; two (2) tablets for three (3) gallon material and up to four (4) tablets for large trees.

2.5 Equipment - Proposers shall provide a list of all owned, leased or rented equipment that will be utilized for City projects.

2.6 Warranty and Guarantee — Proposers shall warrant that all materials are to be free of defects in workmanship and substance for a period of not less than ninety (90) days for irrigated sites only; said warranty period shall commence on the date materials are installed or accepted by the City, whichever is the latter of the two (2) dates. Non-irrigated sites will be accepted after installed and inspected.

2.6.1 Repair or Replacement - Should any defect appear during this warranty period, the Proposer shall, at Proposer's sole cost and expense, repair or replace any and all defective items within seven (7) days of receipt of written notice from the City of said defect.

2.7 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Proposer, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Proposer shall promptly give to the Project Manager written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Manager a written authorization signed by the Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Proposer.

2.8 Deductions - In the event the City deems it expedient to perform work which has not been done by the Proposer as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Proposer as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Proposer and/or deducted from payments due to the Proposer. Deductions thus made will not excuse the Proposer from other penalties and conditions contained in the Contract.

3. SPECIFIC REQUIREMENTS

3.1 Interpretation of the Approximate Quantities - The Proposer's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications listed for each project, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Proposer plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.2 Projects - The Contractor shall furnish and install all plants, shrubs and trees as identified for each project as per the E-Bid issued for each project.

- All plants and trees shall be true to species and variety specified and nursery grown with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two (2) years.
- All plants shall be Florida Fancy, Florida Grade #1 or Florida Grade #2 in accordance with the Florida Grades and Standards for Nursery Plants. All plants and trees shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and

insect adult eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.

- Containerized plants and trees shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants and trees shall not be pot bound, nor have kinked, circling or bent roots. All plant material shall be procured from a Department of Agriculture inspected facility. Girdling roots will not be accepted.
- Use of larger plants or trees shall not increase the contract unit price nor allow the Contractor to use smaller than specified material on other plants. If larger plants or trees are approved, the root ball, spread, or container shall be increase in proportion to the size of the plant.
- Plants and trees shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum specified size. Plants and trees that meet measurements but do not possess a normal balance between height and spread shall be rejected.
- The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of City of Port St. Lucie. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures and equipment.

3.4 Hours of Service: The standard hours of work allowed in the City's right-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization from the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne solely by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration. If requested to work on other than normal working hours, an allowance may be given to the Contractor for costs associated with the inspector's overtime.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum 48-hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work 24 hours per day.

4. INSURANCE REQUIREMENTS –Proposers are required to submit a copy of their current insurance certificates with the E-RFP. The Proposers shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City.

The Proposer shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including

endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

4.1 Indemnification – The Proposer shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer and all persons employed or utilized by the Proposer in the performance of the Contract. As consideration for this indemnity provision the Proposer shall be paid the sum of \$10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

4.2 Workers' Compensation - The Proposer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Proposer qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120040 for Commercial Landscaping Services for the City of Port St. Lucie shall be listed as additionally insured.**" The Certificate of Insurance and policy shall unequivocally provide thirty-(30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty - (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent

contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

4.3 General Liability - Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. An Endorsement for herbicide / pesticide applicator must be included.

4.4 Business Auto Liability- The Proposer shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

4.5 Waiver of Subrogation.- The Proposer shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

4.6 Subcontractors Insurance - It shall be the responsibility of the Proposer to ensure that all subcontractors comply with the same insurance requirements referenced above.

4.7 Deductibles - All deductible amounts shall be paid for and be the responsibility of the Proposer for any and all claims under this Contract.

4.8 Right to Review - The City by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The Proposer may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

5. ADDITIONAL INFORMATION

5.1 Collusion - The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

5.2 Withdrawal of Proposals - A Proposer may withdraw his proposal without prejudice to himself no later than the day and hour set in the "Electronic Request for Proposal (E-RFP)" by removing the documents from Demandstar.

5.3 Proposal Information - For information concerning procedures for responding to this E-RFP, contact Robyn Holder, CPPB at (772) 344-4293 or rholder@cityofpsl.com. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or proposal procedures will be transmitted only by Addendum by DemandStar.com. The Proposer, in turn, shall acknowledge receipt of the addendum by submitting a sheet acknowledging the Addendum number and the date of issuance. It is the responsibility of the Proposer to receive any and all E-RFP information and documents. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the E-RFP, made or given prior to the E-RFP award. The Proposer is responsible for verifying they have received all E-RFP Addenda.

The City of Port St. Lucie shall not be responsible for providing said addenda to potential Proposers who receive a proposal package from other sources.

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6. PROPOSER'S QUESTIONNAIRE

E-RFP #20120040

Proposals for Commercial Landscaping Services

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, surety, bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this _____ day of _____, 2012.

Name of Organization / Proposer

Submitted by: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation, answer the following:
When incorporated _____
In what State _____
Name of Officers:
President _____
Vice President _____
Secretary _____
Treasurer _____

3. If a Partnership, answer the following:
Date of organization _____
General Limited _____
Partnership _____
Name and address of each partner:

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

5. Firm's previous names (if any) What year(s) _____

6. Area of expertise: _____

7. How many years has your organization been in business? _____

8. State response time after receipt of notice if the firm cannot respond within seven (7) business days as stated in the Intent:

_____ business days

9. Describe organization profile, including the size, range of activities, licenses, etc.

(This is a Word document – add lines if needed)

10. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel			

11. What is the commercial landscaping experience of the principals and supervisory personnel of your organization?

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom

(This is a Word document. Insert resumes of personnel to demonstrate past performance on projects valued at \$150,000.00 or more that will be assigned to this contract. **Limit to one page per person.**)

12. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firm on prior similar contracts with a value of \$150,000.00 each or more.

Name	Work Performed

(This is a Word document. Insert all information that will demonstrate the firm's qualifications.)

13. Provide an organizational chart identifying the relationship of the entity and sub-contractors (if any) and the role description of key personnel proposed. The Proposer should demonstrate that the proposed manpower level is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the landscaping services required by the City.

14. State your firm's commitment to perform in a timely fashion:

15. Describe your plant inventory and/or holds an Agreement with an outside source of inventory that may be used on City projects:

Plant	Size	Quantity	In Inventory or Outside Source

(Attach additional pages, if necessary)

16. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

17. State your firm's ability to meet budget and schedule:

18. Provide information regarding any favorable cost containment, innovated approaches or ideas that have been successful for you:

19. Identify any sub-contractor(s) that will be involved that you hire on a regular basis, including address(s) and a description of qualification(s).

Name	Address	Qualifications

20. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

(This is a Word document – add lines if needed)

21. What warranties would you offer the City for installation on irrigated sites?

22. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No ()

If yes, please explain:

23. List any lawsuits/ litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

(N/A is not an answer - list all in this section)

24. List any judgments from lawsuits in the last five (5) years:

(N/A is not an answer - list all in this section)

25. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an answer - list all in this section)

26. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

If "Yes" was checked, include a copy of certificate with proposal.

27. Has the Proposer obtained a Payment & Performance Bond within the last five (5) years?

Yes () No ()

If "Yes" was checked, state the bonding capacity of the firm. \$ _____.

28. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

ADDENDUM ACKNOWLEDGMENT - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

AGREEMENT - Proposer agrees to comply with all requirements stated in the specifications for this E-RFP.

CERTIFICATION:

This RFP is submitted by: I, (print) _____, am an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this E-RFP.

Proposer has read and accepts the terms and conditions of the City's standard contract:

_____ Signature _____ Title

If a corporation renders this E-RFP, the corporate seal attested by the secretary shall be affixed below. Any agent signing this E-RFP shall attach to this form evidence of legal authority.

_____ Print Name of Firm

_____ Signature

DRUG-FREE WORKPLACE FORM

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

Proposer's Signature

Date

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120040

Title: Proposals for Commercial Landscaping Services

Bidder/Respondent: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the landscaping project the above Landscaping firm performed for you:

What was the total project amount? _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many landscaping projects has this Contractor completed for you within the past 5 years? _____

How many plants/trees had to be replaced due to poor quality materials? _____

What problems were encountered (claims)? _____

How many change orders were requested by this Contractor? _____

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism _____

Final Product _____

Qualifications _____

Cooperation _____

Budget Control _____

Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT #20120040**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name of contractor, address, Telephone No. () ____ Fax No. () _____, hereinafter called "Contractor," party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

As used herein the Project Manager shall mean John Dunton, Engineering Department at (772) 344-4035 or his designee.

NOTICES

City Project Manager: John Dunton, Engineering Department
City of Port St. Lucie
900 SE Ogden Lane
Port St. Lucie, Florida 34983
Telephone: 772-344-4035 Fax: 772-871-7397
Email: jdunton@cityofpsl.com

City Contract Administrator: Robyn Holder, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work, which the Contractor has agreed to perform pursuant to the Request for Proposal (RFP) which is incorporated herein by this reference, is for Commercial Landscaping Firms licensed in the State of Florida and experienced in commercial landscaping projects. Projects will be located throughout the City and performed on an as needed basis. Projects may range from replacing dead or damaged plants and trees to City wide enhancement projects.

Awards for individual projects under this Master Contract will be as follows:

Award of Individual Projects – An E-bid will be broadcast on Demandstar with the specifications listed for each project valued at five thousand dollars (\$5,000.00) or more and will be in an Excel format. All responses will be received electronically in an Excel format. The award of each individual project will be based on the lowest responsive responsible bid with consideration for the projected time submitted.

SECTION II TIME OF PERFORMANCE

Contract period shall begin on _____ and continue for a period of twenty-four (24) months. The Contract will terminate on _____. In the event all work required in the Proposal has not been completed by the specified date for each event, the Contractor agrees to provide work as authorized by the Project Manager until all work for the event specified has been rendered

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor will be determined by the lump sum E-Bid on each individual project. Payments will be disbursed in the following manner:

Progress Payments- Partial payments may be made calculated from the percentage of work completed and in place will be made Net thirty (30) days after the receipt of the pay request. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. No payments will be made until all required documentation has been received.

Acceptance and Final Payment- Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the work is fully performed, City will promptly issue a final certificate stating that the work provided for in the Contract has been completed, and that the City's final acceptance of the Contractor's work under the terms and the conditions of the Contract is recommended, and the entire balance due the Contractor, and subject to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor Net thirty (30) calendar days after the date of the City's issuance of said final certificate of work completion and acceptance.

Before the City issues the final certificate of work completion and acceptance, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work; or for any expenses incurred by or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the Project Manager as provided in Section XII.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number or Visa Authorization number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

The materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal (RFP) and Specifications on file in the Office of Management and Budget (OMB) of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to

name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Contractor must have Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. An endorsement for herbicide / pesticide applicator must be included.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the "City of Port St. Lucie, a Florida municipal corporation, its officers, agents and employees" as Additional Insured with a CG 2026- Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120040 for Commercial Landscaping Services for the City of Port St. Lucie shall be listed as additionally insured."** The Certificate of Insurance and policy shall unequivocally provide thirty- (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty - (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of

liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) years after the work required has been completed and final acceptance by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

**SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB, City Manager or their designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before the work is started.

**SECTION VIII
FIELD CHANGES**

The Project Manager shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extensions of the Contract Time. Such changes shall be effected by written order and signed by both the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION IX
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and agrees to follow all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any Amendments or Change Orders thereto shall comply with all local, state and federal laws and regulations.

**SECTION X
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractor's equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

**SECTION XI
NOTICE OF PERFORMANCE**

Following the delivery of materials and Contractor's performance of work required under this Contract, Contractor shall submit a written request for inspection to the Project Manager. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XIII of this Contract.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Manager shall conduct inspection as soon as practicable after receipt of the Contractor's of a Notice of Performance. If such inspection shows that the required work performed in accordance with the terms and conditions of the Contract Documents and that the work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Project Manager reveals that the work performed is not satisfactory, or is substandard, then the Project Manager shall, as soon as practicable, inform the representatives or contact persons of the respective parties hereto, of the specific findings of the inspection. The City shall provide Contractor with the opportunity to correct, remedy, or fix, within thirty (30) days from the date of notice of the unfavorable inspection, the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of the Contract Documents shall apply.

**SECTION XIV
LICENSING**

The Contractor must possess all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees and members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XVI ASSIGNMENT

The Contractor shall not delegate or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

SECTION XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred by the City in its completion of the work. The City may also, in the event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder

C. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred dollars (**\$500.00**) for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the total amount thereof that is due to the City as a result of said delay of work completion.

D. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any adverse acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any willful or wrongful acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify in writing

to the City of the delay in performing work. Contractor shall provide such written notice of delay within two (2) days of the event that caused the delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

SECTION XVIII LAW

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XIX APPROPRIATION APPROVAL

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

SECTION XX RENEWAL OPTION

The Contract period will be for twenty-four (24) months with an option to renew for one (1) additional twenty-four (24) month period. In the event Contractor offers in writing at least three (3) months, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent period, then the City, without additional bidding or negotiation, may, with the mutual agreement between the City and the Contractor, extend this Contract for an additional twenty-four (24) month period.

NOTE: Contractor may exercise the option to continue the contract by submitting a written submission three (3) months prior to the end of the twenty-four (24) month period.

SECTION XXI ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of or altering in any manner whatsoever, this Contract or Contract documents.

Balance of page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

City Manager

ATTEST:

By:

City Clerk

By: _____
Authorized Representative, Company Name

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____

(seal)

CHECKLIST
E-RFP #20120040

Proposals for Commercial Landscaping Services

Name of Proposer: _____

This checklist is provided to assist Proposers in the preparation of their Electronic Request for Proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their E-RFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Sealed E-RFP in its entirety.

- _____ Each Addendum (when issued) is acknowledged on the E-RFP Questionnaire.
- _____ Required W-9 as per Section 1.17.1 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section 4 of the E-Bid documents uploaded to Demandstar.
- _____ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- _____ Maintenance of Traffic certification uploaded to Demandstar.
- _____ Reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor's Questionnaire uploaded to Demandstar (pages 16 -21).
- _____ 5 completed Reference Check Forms uploaded to Demandstar (page 23).
- _____ Inventory list or Agreements with suppliers inserted into the Questionnaire.
- _____ Equipment List uploaded to Demandstar.
- _____ Safety Plan & Workers' Compensation claims list uploaded to Demandstar.
- _____ List of all sub-contractors (list on the Questionnaire).
- _____ Organizational Chart.
- _____ Resumes of key personnel that will be assigned to this Contract.
- _____ Drug Free Form.
- _____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-RFP REPLY SHEET

NOTICE
E-Bid #20120040
Commercial Landscaping Services
June 18, 2012

The Evaluation Committee Meeting will take place on July 10, 2012 at 1:30 PM in the Office of Management & Budget Conference Room #390 Bldg. A, City Hall Complex, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984.



Evaluation Meeting
20120040-RH
July 10, 2012 1:30pm
Landscaping Services

Attendees:

Robyn Holder, City of PSL
Mike Kendrick, City of PSL
Frank Knott, City of PSL

Other Attendees:

Stewart Fakita, Natures Keeper
David Rowlands, Natures Keeper

We are here for the Evaluation Committee Meeting for E-RFP #20120040 Commercial Landscaping Services. The meeting is being recorded for accuracy purposes. Let the record show that Laney Southerly could not attend the meeting. Therefore, he was eliminated from the Committee.

It was the intent of this bid to compose a master list of commercial landscaping firms to be on a competing basis for all work throughout the City for replacement of trees and plants that are either damaged by the weather or by vehicles. We only received two proposals with both firms meeting the minimum qualifications. The two firms that submitted were Nature's Keeper, Inc. and Arazoza Brothers Corporation. It's up to the committee to decide how they wish to proceed. Would the committee like to go through the proposals and individually score each proposal or move to elect both contractors be offered a Master Contract to compete for work throughout the City? What is the direction of the committee?

Mike: I felt that both vendors were equally qualified. I think we should waive the scoring and elect the two (2) vendors, one primary and maybe one secondary, I'm not sure equally.

Robyn: They would both be equal.

Frank: I agree with that.

Robyn: All in favor of putting both contractors on the master list and forego the scoring process.

Frank & Mike: I agree.

Robyn: Any objections?

Frank: I do have one question, you mentioned that this was for replacement of damaged trees; this is not for new installations or anything like that?

Robyn: No, it is for the replacement of dead or damaged plants and trees. It does not cover CIP projects.

Frank: Just out of curiosity, why was this implemented and not piggy backed off the current contract?

Robyn: Because the current contract that we have out there is only for CIP projects. Firms under this Master Contract will be asked to submit an electronic bid for each project identified of value of \$5000 or more. For projects valued at \$5000 or less, a rotation basis will be used and OMB will manage the rotation list. Other than that, does anyone have any comments or concerns?

Commercial Landscaping Services

Mike: I don't remember; this got brought up in an earlier meeting, was there going to be a bid bond on projects if the amount exceeds \$200,000 or something like that?

Robyn: A Payment and Performance Bond (not a Bid Bond) is in the contract that, if it is required, depending upon each project. Each project will be considered an individual project, so anything valued at \$200,000 or more would require a Payment and Performance Bond. However, if the City has an individual project valued at more than \$200,000 then that would probably be done under a separate bid as it would probably fall under a CIP project.

We will send an agenda to the City Council recommending approval for both contractors to be put under a Master Contract and then we can move forward.

With no further business, the meeting was adjourned.

Evaluation Committee Meeting
 E-RFP #20120040
 Commercial Landscaping Services
 July 10, 2012 @ 1:30 pm

Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1. Robyn Holder	City of PSL-ombs	Rholder@cityofpsl.com	T 344-4293 F 871-7337
2. STEWART FEKETA	Natures Keeper	stewart.feketa@natures-keeper.com	T 772-467-1230 F 467-8923
3. David Rastorfs	Natures Keeper Inc	David@Natures-Keeper.com	T 467-1230 F 467-8923
4. FRANK KNOTT	CITY OF PSL-ENG	FKNOTT@CITYOFPSL.COM	T 344-4290 F
5. Mike Kendrick	CITY OF PSL PARK	MKendrick@cityofpsl.com	T 370-3901 F
6.			T F
7.			T F
8.			T

GUIDELINES FOR RFP #20120044 City Impact Fee Study

Individual scores are to be turned in to OMB no later than noon on June 29, 2012. This is an individual review you cannot meet or discuss with other committee members.

The principle of fair and open competition in public procurement prohibits the use of any evaluation criteria other than those listed in the solicitation. These criteria must be applied to the responses without change, deletion, or expansion. A protest from a respondent whose proposal was rejected by an evaluation committee using criteria not identified in the published solicitation has a good chance of successfully protesting the award.

Weighting Scores:

Criteria that have more importance (weight) than others are assigned a multiplier or weight factor. Weights are fixed values that indicate the *relative importance* of the criterion, not the quality of the response. The weight factor 2 might represent *important*; 4, *moderately important*; and 5, *very important*. The established weights must be applied to the responses without change, deletion, or expansion.

Assigning points:

Points are awarded according to the quality of the response with respect to each criterion. On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. (The 0 to 5 point scale is the easiest to apply).

Completing the form:

The form has four columns (lettered A through D). When the evaluator receives the form, Columns A and B is completely filled out: Column A identifies the criterion being scored; Column B shows the weight (1, 3, or 5, for example) assigned to each criterion. Columns C and D are filled out and contain the maximum number of points that can be assigned (on the 0 to 5 point scale shown previously, the maximum is 5).

In the first step in the independent review each committee member chooses the best response to each criterion from the responses received. That response is awarded the maximum point value, and the other responses are assigned fewer points according to how they compare with the best response. (In other words, the best response is determined in relation to the other responses rather than in relation to an ideal.) It is important to note that this is an **independent** review and there is to be no discussion or meeting at this time concerning the selection. You may make notes or mark down questions that may be addressed only during the committee meeting.

In order to work with responses that fail to address certain criteria or that take exception to them, the person may evaluate below the assigned point range and award zero or negative scores. For example, if a respondent states explicitly that a particular requirement will not be met, a negative

score equal to the highest possible number of points (say, -5) is circled. If a respondent simply fails to address a requirement, a point value of zero is selected. The use of negative or zero scores should be discussed at the committee meeting.

As part of the independent review, committee members make brief comments under each criterion explaining the reasoning behind their scores. These notes may be used for reference during the full panel discussions if another committee member questions the points assigned.

Each committee member returns the evaluation form to the Contract Specialist on the date specified by following the routing instructions. The points in column C will be tallied by the Contract Specialist and the scores and rankings will be distributed to each committee member at the start of the public evaluation committee meeting.

When the full committee meets to review the proposals, some evaluators may wish to change their points due to information revealed at the panel meeting. For example, if a respondent included information in an attachment instead of in the main section of the proposal, committee members who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column D after evaluating the information. Evaluators during the public committee meeting may adjust point values in Column D (Review with Panel). If no adjustment then Column C will be used for the total score.

The points entered in Column C must be independently arrived at and not represent a consensus of the panel. The only exception occurs when points are assigned as a result of a professional review (for example, the Finance or Office of Management and Budget department reports on the financial stability of each respondent and assigns a score to be entered on all panel members' forms)

Applying the criteria:

A. Qualifications of firm in commercial landscaping projects (See questions 9, 12, 17, 18, 28 & 28): This criterion examines corporate rather than individual experience. If the firm limits its work to specialized areas, does the principal area of specialization match the scope of work of the RFP, or is the work to be subcontracted? Do the references indicate that the firm can handle the size and scope of the project?

B. Experience & Expertise of staff & subcontractors (See question 11 & 19): Do the qualifications of the principals, project manager, and project staff indicate that the firm can complete the tasks in a professional and satisfactory manner? Are the staff members profiled in the proposal those who will actually undertake the project? If not, their qualifications, no matter how impressive must be disregarded. Is the experience recent enough to incorporate current changes in service technology?

C. Past performance on projects of \$150,000 each or more (See questions 11, 12 & references): Does the referenced projects show the firm primarily performs the scope of work listed in the RFP? Were the projects \$150,000 or more?

D. Availability of materials (See question 15): Does the firm maintain their own inventory or do they use nurseries in the area?

E. Response time after receipt of notice (See question 8 & 14): Time is a factor in this RFP. If the firm meets the proposed seven (7) day response time, they should be given the highest score of 10 points.

Balance of page left intentionally blank

E-RFP # 20120040

Title: Commerical Landscaping Services

Respondent: **Nature's Keeper, Inc.**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of firm in commercial landscaping projects	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience & Expertise of staff & subcontractors	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Past performance on projects of \$150,000 or more	5	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Availability of materials	3	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Response time after receipt of notice	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: AS A COMMITTEE, they agreed NOT to SCORE Dept.: _____
(please print) due to ONLY 2 FIRMS RESPONDED

Signature: _____ Date: _____
ALL were placed ON the MASTER CONTRACT list

E-RFP # 20120040

Title: Commerical Landscaping Services

Respondent: **Arazoza Brothers Corporation**

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Qualifications of firm in commercial landscaping projects	4	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Experience & Expertise of staff & subcontractors	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Past performance on projects of \$150,000 or more	5	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. Availability of materials	3	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
E. Response time after receipt of notice	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: As a committee, they agreed NOT to score Dept.: _____
(please print) due to only 2 firms responded

Signature: _____ Date: _____

ALL were placed on the MASTER CONTRACT LIST

User: Holder, CPPB, Robyn

Organization: City of Port St. Lucie - Office of Management and Budget

Logout | Help

DEMANDSTAR
by **ONVIA**

My DemandStar Buyers Account Info

Log Bid [View Bids] Log Quote View Quotes Supplier Search Build Broadcast List Reports

Tabulation Sheet

Agency Name City of Port St. Lucie - Office of Management and Budget
 Bid Number ERF-20120040-0-2012/RH
 Bid Name Commercial Landscaping Services
 Bid Due Date 6/7/2012 3:00:00 PM Eastern time
 Bid Opening Closed

2 total responses found.

online, offline, not submitting, not received

Company ▲	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete								
1. ARAZOZA BROTHERS CORP	6/7/2012 1:37:54 PM	P O BOX 924890 15901 SW 242nd Street HOMESTEAD, FL 33031	\$0.00		Checklist Subcontractor List Questionnaire Complete Proposal Submittal Five Reference Check Forms Equipment List Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work	<input checked="" type="checkbox"/>		Details, Documents, History
2. NATURE'S KEEPER INC	6/6/2012 9:36:59 AM	3795 SNEED ROAD FORT PIERCE, FL 34945	\$0.00		Checklist Subcontractor List Questionnaire Complete Proposal Submittal Five Reference Check Forms Equipment List Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work	<input checked="" type="checkbox"/>		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses



When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder)



Add a Planholder

Edit Planholders...

Publish Tabulation Sheet



Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

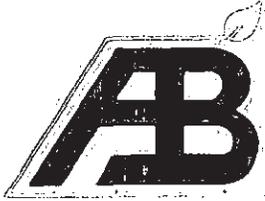
Include Non-Compliant Supplier details

Publish as PDF

Bid Documents...

E-Bid Opening.
E-BID #20120040
Commerical Landscaping Services
June 7, 2012 @ 3:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	CITY OF PSC - OMB	Rholder@CITYofpsc.com	T 344-4293
2.	Cheryl Synnager Chief of Parks	PSC	Cheryl@CITYofpsc.com	F 871-7337 T 871-7390 F 871-7337
3.				T
4.				F
5.				T
6.				F
7.				T
8.				F
				T



Arazoza Bros., Corp.

P.O. Box 924890, Homestead, Florida 33092 - (305) 246-3223 - Fax (305) 246-0481

To Whom It May Concern

Arazoza Brothers Corporation is a fully bonded and insured Landscape, Irrigation, Mitigation, and Maintenance Contracting Company founded in February 1988. It is a family run operation priding itself on superior workmanship and plant selection, as well as timely and satisfactory completion of landscape contracts.

In the past twenty-three years Arazoza Brothers Corporation has grown steadily on the strength of our improving reputation and respect for our client's needs and concerns. During this time we have completed many landscape construction projects of a variety of scopes. These projects range from residential homes and developments to government parks, roads and state highways. We have completed jobs from Key West to as far north as Jacksonville.

Arazoza Brothers also operates 300 acres of field and container grown plant material under the name Agri Brothers Corporation. Agri Brothers is a wholesale nursery servicing other landscape companies, as well as growing plant material for upcoming Arazoza Brothers landscaping projects.

All this helps to make Arazoza Brothers a complete package for our customers.

Enclosed you will find other pertinent company information.

Cordially

A handwritten signature in black ink, appearing to read 'Albert Arazoza', written in a cursive style.

Albert Arazoza
President

6. PROPOSER'S QUESTIONNAIRE

**E-RFP #20120040
Proposals for Commercial Landscaping Services**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, surety, bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 6 day of June, 2012.

Arazoza Brothers Corp.
Name of Organization / Proposer

Submitted by: Alberto Arazoza, President
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation, answer the following:

When incorporated Feb 22, 1988

In what State Florida

Name of Officers:

President Alberto Arazoza

Vice President Eduardo Arazoza

Secretary Alberto Arazoza

Treasurer Eduardo Arazoza

3. If a Partnership, answer the following:

Date of organization

General Limited

Partnership

Name and address of each partner:

(Attach additional pages if necessary)

Proposals for Commercial Landscaping Services

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:
Arazoza Brothers Corp, 15901 SW 242 St, Homestead, FL 33031
Mailing address: PO Box 924890 Homestead, FL 33092
Ph: 305-2463223/ Fx: 305-246-0481
Tedd Kenny email: tkenny@arazozabrothers.com

5. Firm's previous names (if any) What year(s) _____
N/A

6. Area of expertise: Landscape and Irrigation Installation

7. How many years has your organization been in business? 24yrs

8. State response time after receipt of notice if the firm cannot respond within seven (7) business days as stated in the Intent:
10 business days

9. Describe organization profile, including the size, range of activities, licenses, etc.
Arazoza Brothers Corp. is a landscape and irrigation company with over 20 years experience doing installation of landscape projects throughout the state. Arazoza does landscape installation for highway beautification projects, landscape and irrigation installation for county and city work order contracts, public projects such as schools, parks, libraries, as well as private sector work such as Developments and high rise condos with upper and lower level installations.
 (This is a Word document – add lines if needed)

10. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	2	2	
b. Managers	5		
c. Supervisors Senior Staff	2		
d. Other Professional Staff	18		
g. Total number of full time personnel	76		

11. What is the commercial landscaping experience of the principals and supervisory personnel of your organization?

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
Alberto Arazoza	President	24	20%	Pres-ABC
Eduardo Arazoza	VP	24	60%	VP-ABC
Tedd Kenny	GM	18	60%	See attach
Joseph Quinn	PM	10	80%	See attach

(This is a Word document. Insert resumes of personnel to demonstrate past performance on projects valued at \$150,000.00 or more that will be assigned to this contract. **Limit to one page per person.**)

12. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firm on prior similar contracts with a value of \$150,000.00 each or more.

Name	Work Performed
Seminole County	IFB600883-10TLR L&I Materials-County wide Landscape
Palm Beach County	Annual Roadway Landscaping 2011053
FDOT D4 & D6	Push Button Landscape Contracts

(This is a Word document. Insert all information that will demonstrate the firm's qualifications.)

13. Provide an organizational chart identifying the relationship of the entity and sub-contractors (if any) and the role description of key personnel proposed. The Proposer should demonstrate that the proposed manpower level is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the landscaping services required by the City. Attached
14. State your firm's commitment to perform in a timely fashion:
Arazoza has multiple worksite locations. Each location is staffed with qualified experienced personnel and equipment to tackle any landscape and irrigation project. Arazoza is versed in roadway beautification projects, public schools, public parks, high rise buildings, etc.
15. Describe your plant inventory and/or holds an Agreement with an outside source of inventory that may be used on City projects:

Plant	Size	Quantity	In Inventory or Outside Source
Arazoza owns and operates Agri Brothers, Corporation. Agri is a wholesale plant nursery with over 100 acres of plant production of native plants, shrubs, trees from 1 gal to 65 gal, mostly for the supply of Arazoza Brothers, Corp. projects.			See attached Agri inventory sheet

(Attach additional pages, if necessary)

16. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads
Joe Quinn PM	Annual Roadway Landscaping 2011053
Bob Kloss QA/QC Maintenance Mgr	Manages and oversees all projects in warranty and maintenance-company wide

17. State your firm's ability to meet budget and schedule:
Arazoza has multiple worksite locations. Each location is staffed with qualified experienced personnel and equipment to tackle any landscape and irrigation project. Arazoza is versed in roadway beautification projects, public schools, public parks, high rise buildings, etc.

18. Provide information regarding any favorable cost containment, innovated approaches or ideas that have been successful for you:
Our staff will aide in plant selection and suggest plants that will live long term in the climate and terrain to be installed

19. Identify any sub-contractor(s) that will be involved that you hire on a regular basis, including address(s) and a description of qualification(s).

Name	Address	Qualifications
No Subs at this time		

20. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

(This is a Word document – add lines if needed)

21. What warranties would you offer the City for installation on irrigated sites? _____
One year warranty

22. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No (X)

If yes, please explain:

23. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

None

(N/A is not an answer - list all in this section)

24. List any judgments from lawsuits in the last five (5) years:

None

(N/A is not an answer - list all in this section)

25. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

None

(N/A is not an answer - list all in this section)

26. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes (X) No ()

If "Yes" was checked, include a copy of certificate with proposal.

27. Has the Proposer obtained a Payment & Performance Bond within the last five (5) years?

Yes (X) No ()

If "Yes" was checked, state the bonding capacity of the firm. \$3.5 million single project/ \$10million aggregate.

28. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

ADDENDUM ACKNOWLEDGMENT - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

Proposals for Commercial Landscaping Services

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120040

Title: Proposals for Commercial Landscaping Services

Bidder/Respondent: Arazozá Brothers Corporation

Reference: Seminole County B000 Fax #: (321)377-0543

Email: wparados@seminolecountyfl.gov Telephone #: (407)665-7954

Person to contact: William Parados

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the landscaping project the above Landscaping firm performed for you:

Maint of Projects From Roadway Medians to Park - County Facilities

What was the total project amount? \$ 300,000.00

Was the project completed on-time and within budget? Yes

What was the project completion date? _____

How many landscaping projects has this Contractor completed for you within the past 5 years? 15

How many plants/trees had to be replaced due to poor quality materials? 19

What problems were encountered (claims)? None; very efficient; good communication

How many change orders were requested by this Contractor? None

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism	<u>8</u>	Final Product	<u>9</u>
Qualifications	<u>8</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes [] No [] Maybe []
Comments:

Thank you.

For OMB Use Only	
Reference Checked	<input type="checkbox"/>
Clerk Checked	<input type="checkbox"/>

William Parados
6/11/12

Proposals for Commercial Landscaping Services

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120040

Title: Proposals for Commercial Landscaping Services

Bidder/Respondent: Arazoza Brothers Corporation

Reference: FL Dept of Transportation Dist 4 Fax #: (954) 777-4261

Email: Angela.Bioqi@delm Telephone #: (954) 777 4217

Person to contact: Angela Bioqi atlbncb.com

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the landscaping project the above Landscaping firm performed for you:

Installation of palms and shrubs along I-95

What was the total project amount? \$90,000

Was the project completed on time and within budget? Yes

What was the project completion date? 5/2012

How many landscaping projects has this Contractor completed for you within the past 5 years?
> 65

How many plants/trees had to be replaced due to poor quality materials? 2 palms

What problems were encountered (claims)? none

How many change orders were requested by this Contractor? 0

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism	<u>9</u>	Final Product	<u>8</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>8</u>

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Proposals for Commercial Landscaping Services

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120040

Title: Proposals for Commercial Landscaping Services

Bidder/Respondent: Arazoza Brothers Corporation

Reference: The Demaya Group Fax #: (305) 355-1925

Email: AD.demaya@demaya.com Telephone #: (305) 355-5713

Person to contact: AD demaya

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the landscaping project the above Landscaping firm performed for you:

Arazoza Brothers has worked on most of our projects performing landscaping & irrigation

What was the total project amount? \$1 million to over \$180 million

Was the project completed on time and within budget? yes

What was the project completion date? 2008 to present

How many landscaping projects has this Contractor completed for you within the past 5 years? approx. 10 or more

How many plants/trees had to be replaced due to poor quality materials? N/A

What problems were encountered (claims)? N/A

How many change orders were requested by this Contractor? N/A

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism 10
Qualifications 10
Budget Control 10

Final Product 10
Cooperation 10
Reliability 10

Would you contract with this Contractor again? Yes No Maybe

Comments: Definitely

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120040

Title: Proposals for Commercial Landscaping Services

Bidder/Respondent: Arazoza Brothers Corporation

Reference: Community Asphalt Corp. Fax #: (305) 884 9449

Email: sherrera@cacorp.net Telephone #: (305) 884 9444

Person to contact: Susana Herrera

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the landscaping project the above Landscaping firm performed for you:

What was the total project amount? _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many landscaping projects has this Contractor completed for you within the past 5 years? _____

How many plants/trees had to be replaced due to poor quality materials? _____

What problems were encountered (claims)? _____

How many change orders were requested by this Contractor? _____

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120040

Title: Proposals for Commercial Landscaping Services

Bidder/Respondent: Arazoza Brothers Corporation

Reference: Russell Engineering Corp Fax # (954) 321-9336

Email: brian.g@russelleng.com Telephone #: (954) 321-9336

Person to contact: Brian Gibbs

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the landscaping project the above Landscaping firm performed for you:

What was the total project amount? _____

Was the project completed on time and within budget? _____

What was the project completion date? _____

How many landscaping projects has this Contractor completed for you within the past 5 years? _____

How many plants/trees had to be replaced due to poor quality materials? _____

What problems were encountered (claims)? _____

How many change orders were requested by this Contractor? _____

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

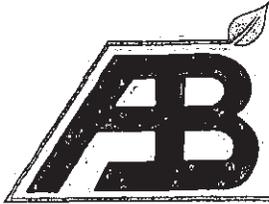
Thank you.

For OMB Use Only	
Reference Checked	_____
Clerk Checked	_____

Agri Brothers Plant List.			
Common Name	Botanic Name	Size	
Areca Palm	Dypsis lutescens	25 Gal	
Bald Cypress	Taxodium Distichum	25 Gal	
Beautyberry	Callicarpa americana	3 Gal	
Boxwood Beauty	Carissa Macrocarpa	1 Gal	
Boxwood Beauty	Carissa Macrocarpa	3 Gal	
Brazilian Beauty Leaf	Calophyllum brasiliense	15 Gal	
Brazilian Beauty Leaf	Calophyllum brasiliense	25 Gal	
Brazilian Beauty Leaf	Calophyllum brasiliense	45 Gal	
Cabada Palms	Dypsis cabadae	15 Gal	
Cabada Palms	Dypsis cabadae	30 Gal	
Cabada Palms	Dypsis cabadae	FG	
Cardboard Palm	Zamia Furfuracea	15 Gal	
Cardboard Palm	Zamia Furfuracea	7 Gal	
Cassia	Senna Surattensis	25 Gal	
Clusia Bush	Clusia guttifera (bush)	15 Gal	
Clusia Bush	Clusia guttifera (bush)	25 Gal	
Clusia Bush	Clusia guttifera (bush)	3 Gal	
Clusia Bush	Clusia guttifera (bush)	7 Gal	
Clusia Dwarf / Dwarf Pitch Apple	Clusia Guttifera 'Nana' Dwarf	3 Gal	
Clusia Std.	Clusia guttifera (Std.)	45 Gal	
Cocoplum	Chrysobalanus Icaco	3 Gal	
Cocoplum	Chrysobalanus Icaco	7 Gal	
Coontie	Zamia pumila	3 Gal	
Coontie	Zamia pumila	7 Gal	
Crinum Lily	Crinum	7 Gal	
Croton Mammy	Codiaeum Variegatum var. pictum Mammy	3 Gal	
Crown of Thorns	Euphorbia Milii	1 Gal	
Crown of Thorns	Euphorbia Milii	3 Gal	
Dahoon holly	Ilex cassine	25 Gal	
Dahoon holly	Ilex cassine	45 Gal	
Desert Cassia	Senna Polyphylla	25 Gal	
Duranta 'Gold Mound'	Duranta Erecta	3 Gal	
European Fan Palm	Chamaerops Humilis	15 Gal	
Fakahatchee Grass 'Regular'	Tripsacum Dactyloides	1 Gal	
Firebush	Hamelia patens	3 Gal	
Firebush:Dwarf	Hamelia patens 'Compacta'	3 Gal	
Flax Lily	Dianella caerulea	3 Gal	
Florida Gama Grass Dwarf	Tripsacum Floridana	3 Gal	
Gold Capella Umbrella Tree	Schefflera arboricola 'Gold Papella'	7 Gal	
Green Buttonwood Bush	Conocarpus erectus	15 Gal	
Green Buttonwood Bush	Conocarpus erectus	25 Gal	
Green Buttonwood Bush	Conocarpus erectus	3 Gal	
Green Island Ficus	Ficus Microcarpa 'Green Island'	3 Gal	

Gumbo Limbo	Bursera simaruba	100 Gal
Gumbo Limbo	Bursera simaruba	15 Gal
Gumbo Limbo	Busera simaruba	25 Gal
Gumbo Limbo	Bursera simaruba	45 Gal
Ilex Schillings	Ilex 'Vomitoria' 'Schillings'	3 Gal
Indian Hawthorn	Rhaphiolepis indica	3 Gal
Indigo Berry	Randia Aculeata	3 Gal
Jacaranda	Jacaranda mimosifolia	25 Gal
Jamaica Caper	Capparis Cynophallophora	3 Gal
Jamaica Caper	Capparis Cynophallophora	7 Gal
Jatropha Bush	Jatropha integerrima	25 Gal
Jatropha Std.	Jatropha integerrima	25 Gal
Leather Fern	Acrostichum	7 Gal
Live Oak	Quercus virginiana	15 Gal
Live Oak	Quercus virginiana	45 Gal
Mahogany	Swietenia mahagoni	100 Gal
Mahogany	Swietenia mahagoni	25 Gal
Mahogany	Swietenia mahagoni	3 Gal
Mahogany	Swietenia mahagoni	45 Gal
Muhly grass	Muhlenbergia capillaris	1 Gal
Muhly grass	Muhlenbergia capillaris	3 Gal
Mulch Malaluca	Malaluca Mulch	Bag
Myrsine	Rapanea punctata	3 Gal
Myrsine	Rapanea punctata	7 Gal
Necklace Pod	Sophora Tomentosa	3 Gal
Nora Grant ixora	Ixora 'Nora Grant'	3 Gal
Nora Grant Ixora	Ixora 'Nora Grant'	7 Gal
Orange Geiger	Cordia Sebestena	15 Gal
Orange Geiger	Cordia Sebestena	25 Gal.
Orange Geiger	Cordia Sebestena	45 Gal
Paurotis Palm	Acoelorrhaphe Wrightii	7 Gal
Pigeon plum	Coccoloba diversifolia	25 Gal.
Pigeon plum	Coccoloba diversifolia	45 Gal
Pink Trumpet Tree	Tabebuia heterophylla	25 Gal
Pittosporum	Pittosporum tobira	7 Gal
Plumbago	Plumbago auriculata 'Imperial Blue'	3 Gal
Podocarpus	Podocarpus macrophyllus	15 Gal
Podocarpus	Podocarpus macrophyllus	25 Gal.
Podocarpus	Podocarpus macrophyllus	3 Gal
Podocarpus Dwarf	Podocarpus macrophyllus Dwarf	3 Gal
Queen Emma	Crinum Augustum	3 Gal
Queen Emma	Crinum Augustum	7 Gal
Red Stopper	Eugenia Confusa	15 Gal
Royal Poinciana	Delonix Regia	25 Gal
Sand cordgrass	Spartina bakeri	3 Gal
Satin Leaf	Chrysophyllum Oliviforme	15 Gal
Satin Leaf	Chrysophyllum Oliviforme	25 Gal
Satin Leaf	Chrysophyllum Oliviforme	45 Gal.
Saw palmetto	Serenoa repens cinerea	3 Gal
Saw palmetto	Serenoa repens cinerea	7 Gal
Saw palmetto	Serenoa repens cinerea	15 Gal
Sea Grape	Coccoloba uvifera	7 Gal
Sea Grape (Bush)	Coccoloba uvifera	25 Gal.

Sea Grape (Bush)	Coccoloba uvifera	3 Gal
Sea Grape (Std)	Coccoloba uvifera	25 Gal
Sea Oats	Uniola Paniculata	1 Gal
Silver Buttonwood Bush	Conocarpus erectus sericeus	15 Gal
Silver Buttonwood Bush	Conocarpus erectus sericeus	25 Gal.
Silver Buttonwood Bush	Conocarpus erectus sericeus	3 Gal
Silver Buttonwood Std	Conocarpus erectus sericeus	25 Gal
Silver Buttonwood Std	Conocarpus erectus sericeus	45 Gal
Simpson's stopper	Myrcianthes fragans	15 Gal
Simpson's stopper	Myrcianthes fragans	25 Gal
Simpson's stopper	Myrcianthes fragans	3 Gal
Simpson's stopper	Myrcianthes fragans	7 Gal
Slash Pine	Pinus elliottii	15 Gal
Spanish Stopper	Eugenia Foetida	25 Gal
Spider Lily	Hymenocallis latifolia	1 Gal
Spider Lily	Hymenocallis latifolia	3 Gal
Sylvestri / Wild Date Palm	Phoenix Sylvestris	7 Gal
Thatch Palm	Thrinax	15 Gal
Thatch Palm	Thrinax	25 Gal
Thatch Palm	Thrinax	6' OA FG
Thatch Palm	Thrinax	7 Gal
Trinette	Schefflera arboricola	25 Gal
Trinette	Schefflera arboricola	3 Gal
Trinette	Schefflera arboricola	7 Gal
Verawood	Bulnesia arborea	15 Gal
Verawood	Bulnesia arborea	25 Gal
Verawood	Bulnesia arborea	45 Gal
Viburnum	Viburnum suspensum	7 Gal
Viburnum - awabuki	Viburnum odoratissimum awabuki	3 Gal
Walter's viburnum	Viburnum obovatum	15 Gal
Walter's viburnum	Viburnum obovatum	25 Gal
Wax Myrtle	Myrica cerifera	15 Gal
Wax Myrtle	Myrica cerifera	25 Gal
Wax Myrtle	Myrica cerifera	3 Gal
White Geiger	Cordia Boissieri	25 Gal.
White Geiger	Cordia Boissieri	45 Gal
White Stopper	Eugenia axillaris	25 Gal
White Stopper	Eugenia axillaris	7 Gal
Wild Coffee	Psychotria Nervosa	3 Gal
Wild Tamarind	Lysiloma latisiliqua	25 Gal
Wild Tamarind	Lysiloma latisiliqua	7 Gal



Arazoza Bros., Corp.

P.O. Box 924890, Homestead, Florida 33092 - (305) 246-3223 - Fax (305) 246-0481

VEHICLE & EQUIPMENT LIST

VEHICLES

<u>NO</u>	<u>Year</u>	<u>Vehicle Description</u>	<u>Serial Number</u>
AB10	1995	Chassis Freightliner	1FUVDZYB2SH598073
AB12	1990	Chevrolet 2500 Pick-up	1GCFC24K3LZ113448
AB16	1999	Chevrolet 2500 Pick-up	1GBGC24R5XR711424
AB32	2001	Ford F-750 Water Truck	3FDXF75N31MA20554
AB34	2001	Ford F350 Supercab	1FTSX30L41EA86952
AB68	1995	Freightliner Tractor Truck	1FUVDZYB1SH830257
AB69	2004	Ford F-350 SRW Super-Duty US5631	1FTSX30L64EB22287
AB70	2004	Ford F-350 SRW Super-Duty US5630	1FTSX30L84EB22291
AB72	2004	Ford F-750 Medium Duty US5883 (water truck)	3FRXF75474V607353
AB78	2004	Ford F-750 Flatbed	3FRXF75FX4V693646
AB80	2004	Ford F-750 XL US7121	3FRXF75GX4V694496
AB88	2005	Chevy Silverado 1500 US7329	1GCEC19X75Z148703
AB91	2005	Chevy Silverado USC010	1GCHK39U65E131870
AB92	2005	Chevy Silverado USC011	1GCHK39U55E132136
AB96	2005	Chevy Silverado 1500 USC150	1GCEC19XX5Z177774
AB97	2005	Chevy Trail Blazer	1GZESS16MX56142416
AB108	2005	Chevy Silverado 1500 USC470	1GCEC19X35Z256333
AB109	2005	Chevy C-Series USC246	1GBE4E1215F533801
AB110	2000	Freightliner Tractor Truck C120	1FUJSSSEB1YLG55826
AB116	2006	Chevy Silverado 1500 LT 4x4 USG053	2GCEK13T261186679
AB118	2006	Chevy Silverado 3500 USG196	1GCHK39U96E169742
AB119	2006	Chevy Silverado 3500 USG197	1GCHK39U76E113749
AB121	2006	Chevy Silverado 3500 USG195	1GCHK39U96E209186
AB122	2006	Chevy C4500 USG375	1GBE4C1266F15782
AB123	2006	Chevy Trail Blazer LS 4x2	1GNDS13S962102965
AB125	2006	GMC C7500 USG705	1GBM7C1396F400687
AB131	2006	Chevy Silverado 1500 Ecab USK225	1GCEK19V36E271005
AB132	2006	Chevy Silverado 1500 Ecab USK208	1GCEK19V46Z296715
AB134	2006	Chevy C4500 USK165	1GBE4E3GX6F408869
AB135	2005	Chevrolet Express (van) USK510	1GAHG39U351111187
AB137	2007	Chevrolet Silverado 3500 USK564	1GCHK39U77E107175
AB138	2006	Chevrolet Silverado 3500 USK565	1GCHK39U37E107593
AB139	2006	Chevrolet Silverado C4500 USK402	1GBE4E3G16F427665
AB140	2007	Chevrolet Silverado 1500 LT Cab USK799	2GCEK13C771524689
AB141	2007	Chevrolet Silverado 1500 LT1 4x4 USK801	2GCEK13CX71542426

AB142	2007	Chevrolet Silverado 1500 LT1 CAB USK800	2GCEK13C771537071
AB143	2007	Chevrolet Silverado C5500 USK798	1GBE5C1247F401538
AB144	2007	Chevrolet Silverado C7500 USK783	1GBM7C13X7F402854
AB145	2007	Chevrolet Silverado C7500 USK779	1GBM7C1347F402199
AB152	2007	Chevrolet Silverado 1500 CAB USM212	2GCEC13C171557412
AB157	2007	Chevrolet Cobalt LT 4DR Sedan USM466	1G1AL55F777358843
AB158	2007	Chevrolet Silverado 3500HD Ext. Cab USM486	1GCJC33607F558483
AB159	2007	Chevrolet C7500 Reg Cab USM688	1GBM7C1377F407493
AB167	2008	Chevy Colorado USS494	1GCCS199898118990
AB168	2008	Chevy Colorado USS493	1GCCS199998116715

TRAILERS

<u>NO</u>	<u>Year</u>	<u>Trailer Description</u>	<u>Serial #</u>
AB37	1994	Belshe Trailer (Yellow)	16F01423R1024512
AB39	2001	Belshe Trailer	16JF0142611035882
AB40	2001	Belshe Trailer	16JF0142X11035884
AB41	2000	Diamond Trailer	1C9US1625YR574410
AB42	1996	Eager Beaver AP10 trailer	112AAH204TLO44832
AB44	1972	Easi Trailer	DSO32474
AB45	1996	Fontaine Flatbed Trailer	13N248209T1567794
AB46	1989	Fontaine Flatbed Trailer	13N1452C9K1545216
AB47	1988	Great Dane	1GRAA9629JSO81803
AB67	2003	Belshe Trailer WB12-EP	16JF0162831038153
AB74	2003	Belshe Trailer WB12- 2EP	16JF0162341039003
AB75	1991	Stoughton Trailer 11500	1DW1A4824MS732201
AB77	2004	Eager Beaver 10HDB trailer	112HAN3004L062742
AB79	1996	Utility Trailer. #OH-3194	1UYFS2454TA942414
AB94	2004	Belshe Trailer	16JF0162741040073
AB95	1976	Fontaine w/ Beavertail	DPT3504227777
AB102	2000	Belshe Trailer WB-2EP-AQ16	16JF01429Y1034929
AB103	2001	Belshe Trailer WB-12-2EP AQ17	16JF0162311036453
AB107	1999	Triple Crown AQ15	27505080080991902
AB112	2005	Trailer 8x10 deluxe-	N/A
AB113	2005	Trailer 8x10 deluxe-	N/A
AB117	2005	Belshe Trailer-WB12- 2EP	16JF0162251041102
AB124	2005	Soave Trailer	4Y3US14245S015921
AB130	2006	Belshe Trailer WB12- 2EP	16JF0162061042489
AB133	2006	Sure-Trac Dump Trailer	5JWTD142X61008008
AB153	2007	Belshe Trailer WB12- 2EP	16JF0162071043157
AB154	2007	Belshe Trailer WB12- 2EP	16JF0162371043170
AB155	2007	Belshe Trailer WB12- 2EP	16JF0162771043169
AB160	2007	Trailer SUCO 7000 LBS	1S9E0162271303636
AB161	2008	Fontaine Trailer	13N1482C871545104
AB164	2000	Kara Boat-Trailer	5KTBS1711YF022390
AB164	1997	Carolina Skiff Fiberglass Boat 13'8"	EKHJ31521697
AB166	2008	Triple Crown 6x12 Utility	1XNU6X12281025732

EQUIPMENT

<u>NO</u>	<u>Year</u>	<u>Equipment Description</u>	<u>Serial #</u>
AB49	1999	Bobcat 873	514126288
AB53	1999	Caterpillar 416C Backhoe	4ZN16442
AB54	1992	Ford Backhoe Loader 555C	A406291
AB55	1994	Ford New Holland L785 w/ Bucket	848168
AB56	1997	Ford New Holland LX 885 w/ Bucket	113223
AB57	1998	Ford New Holland LX 885	115150
AB58		Kubota Tractor B1700	10550
AB59		Kubota Tractor B7500DT	31729
AB60		Kubota Tractor L2600F	10362
AB61	1999	Massey Ferguson 1250 Tractor	GA3507
AB62	2003	Bobcat T200 Skid Steer Loader	518917225
AB63	1998	Caterpillar IT28G front end loader	8CR01368
AB65	2003	Bobcat S250 Skid Steer Loader	521313804
AB66		Caterpillar IT28G front end loader	8CR00695
AB71	2003	Caterpillar Backhoe 416D	BFP03305
AB73		Caterp. Skid Steer Loader 287 w/	CNY-00864
AB83	2004	Caterp. Skid Steer Loader 262B w/	PDT00567
AB84	2004	Mobark Tornado #13 Drum Chipper	4S8SZ16104E023909
AB85	2004	Kubota Tractor M5700	11187
AB86	2004	Kubota Tractor B7410 DT	30241
AB87	2004	Kubota Tractor B7410 DT	30236
AB90	2004	Caterpillar Skid Steer Loader 262B	PDT01526
AB93	2004	Vermeer Trencher RT450	1VRX0721151000524
AB104	1999	Ditch Witch 3700 AQ18	3S0680
AB105	2000	Ditch Witch 3700 AQ19	3S1120
AB106	2000	Ditch Witch Trencher 1820 AQ20	1S2598
AB114	2005	Caterpillar Backhoe 416D	BFP15978
AB115	2005	Caterpillar Skid Steer Loader 262B	PDT02664
AB120		John Deere Tractor 4100	H213883
AB126	2006	Caterpillar Skid Steer Loader 262B	PDT03391
AB127	2006	Caterpillar Skid Steer Loader 262B	PDT00337
AB128	2006	Caterpillar Skid Steer Loader 262B	PDT03513
AB136	2006	Caterpillar Skid Steer Loader 262B	PDT04032
AB146	2007	Vermeer CX229 Mini Excavator	1VRY100R653000167
AB147	2007	Vermeer RT650-Ride-On Trencher	1VRZ0821951000334
AB149	2007	Caterpillar Skid Steer Loader 262B terra tires	PDT0464
AB150	2007	Caterpillar Skid Steer 72GP Bucket	PDT04650
AB151	2007	Caterpillar Skid Steer 72GP Bucket	PDT04639
AB156	1997	Caterpillar 928GZ Wheel Loader	DJD02645
AB165	2008	Bobcat Skid-Steer S300 Hi Flow	531117461
AB164	1997	Carolina Skiff Boat	EKHJ31521697
AB164	2009	Kara (carolina) Boat Trailer	5KTBS1711YF022390
AB169	1990	Carolina Fiberglass Boat	CAIF0695C090
AB169	1985	Hori Boat Trailer	H24912851820
AB173	2008	Airboat	PAP00013E808
AB174	2009	Airboat trailer	1R5A8061591016052
	2007	36" Rapid Height Lawn Mower	38070
	2007	61" Velocity Turf Tiger Mower	C7400316
	2008	61" Velocity Kubota Scag Lawn Mower	D1000414
		BH-SQ160 Lawn Mower	12-08451

ARAZOZA BROTHERS CORP.

SAFETY PROGRAM

FOR

LANDSCAPE & IRRIGATION

*Material researched, developed and compiled by Arazoza Brothers Corp. contained in this manual meets the standards for an industry-specific safety program covered under the Standard Industry Classification (SIC code): 0781. Duplication of this manual cannot be done without the written consent of Arazoza Brothers Corp. January 1, 2007 c.

* From here on the words or phrases; senior management, top management & organization refers to Arazoza Brothers Corp.

* From here on safety coordinator and safety manager are the same.

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Section I.
ARAZOZA BROTHERS CORP.
MANAGEMENT COMMITMENT AND INVOLVEMENT
POLICY STATEMENT

The management of Arazoza Brothers Corp. is committed to providing employees with a safe and healthful workplace. It is the policy of this organization that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty, or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against an employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment.

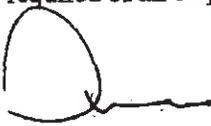
The primary responsibility for the coordination, implementation, and maintenance of our workplace safety program has been assigned to:

Name: OMAR ESCAURIZA
Title: Safety Manager Telephone: 305-246-3223

Senior management will be actively involved with employees in establishing and maintaining an effective safety program. Our safety program coordinator, myself, or other members of our management team will participate with you or your department's employee representative or client's safety director or employee representative, in ongoing safety and health program activities, which include:

- Promoting safety committee participation;
- Providing safety and health education and training; and
- Reviewing and updating workplace safety rules.

This policy statement serves to express Arazoza Brothers Corp.'s commitment to and involvement in providing our employees a safe and healthful workplace. This workplace safety program will be incorporated as the standard of practice for this organization. Compliance with the safety rules will be required of all employees as a condition of employment.



Signature of Safety Manager

01-01-2012

Date

Section II:
ARAZOZA BROTHERS CORP.
SAFETY COMMITTEE

Safety Committee Organization

A safety committee has been established as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee shall be comprised of Senior Management (Owners), General Manager, Nursery Manager, Estimating manager, employee representatives (one from each level and trade) and Safety program manager.

Responsibilities

The safety committee will be responsible for assisting management in communicating procedures for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings, and employee reports of unsafe conditions or work practices; and accepting and addressing anonymous complaints and suggestions from employees.

The safety committee will be responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee will be responsible for assisting management in evaluating employee accident and illness prevention programs, and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and be responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

Management will provide written responses to safety committee written recommendations.

Meetings

Safety committee meetings are held quarterly and more often if needed.

Management will post the minutes of each meeting (see page 3) in a conspicuous place and the minutes will be available to all employees.

All safety committee records will be maintained for not less than three calendar years.

**ARAZOZA BROTHERS CORP.
SAFETY COMMITTEE MINUTES**

Date of Committee Meeting: _____ Time: _____ Minutes
Prepared By: _____ Location: _____

Members in Attendance

Name	Name	Name
See attached _____	_____	_____
_____	_____	_____

Previous Action Items: _____

Review of Accidents Since Previous Meeting: _____

Recommendations for Prevention: _____

Recommendations from Anonymous Employees: _____

Suggestions From Employees: _____

Recommended Updates To Safety Program: _____

Recommendations	from	Accident	Investigation	Reports:
Safety		Training		Recommendations:

Comments: _____

Section III.
ARAZOZA BROTHERS CORP.
SAFETY AND HEALTH TRAINING

Safety and Health Orientation

Workplace safety and health orientation begins on the first day of initial employment or department transfer. Each employee has access to a copy of this safety manual, through his or her supervisor, for review and future reference, and will be given a personal copy of the safety rules, policies, and procedures pertaining to his or her job. Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies, and job-specific procedures described in our workplace safety program manual.

All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

Job-Specific Training

- Supervisors will initially train employees on how to perform assigned job tasks safely.
- Supervisors will carefully review with each employee the specific safety rules, policies, and procedures that are applicable and that are described in the workplace safety manual.
- Supervisors will give employees verbal instructions and specific directions on how to do the work safely.
- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices, or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
- All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, non-routine, or specialized procedures.

Periodic Retraining of Employees

All employees will be retrained periodically on safety rules, policies and procedures, and when changes are made to the workplace safety manual.

Individual employees will be retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, and when a supervisor observes employees displaying unsafe acts, practices, or behaviors.

Section IV.
ARAZOZA BROTHERS CORP.
FIRST AID PROCEDURES

EMERGENCY PHONE NUMBERS

Safety Coordinator	_____	Poison Control	_____
First Aid	_____	Fire Department	_____
Ambulance	_____	Police	_____
Medical Clinic	_____		
Clinic Address	_____		

Minor First Aid Treatment

First aid kits are stored in the main office, satellite offices, motor-pool and all jobsites. If you sustain an injury or are involved in an accident requiring minor first aid treatment:

- Inform your supervisor.
- Administer first aid treatment to the injury or wound.
- If a first aid kit is used, indicate usage on the accident investigation report.
- Access to a first aid kit is not intended to be a substitute for medical attention.
- Provide details for the completion of the accident investigation report.

Non-Emergency Medical Treatment

For non-emergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

- Inform your supervisor.
- Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
- Provide details for the completion of the accident investigation report.

Emergency Medical Treatment

If you sustain a severe injury requiring emergency treatment:

- Call for help and seek assistance from a co-worker.
- Use the emergency telephone number 911 and get transported to the local hospital emergency room.
- Provide details for the completion of the accident investigation report.

First Aid Training

Each employee will receive training and instructions from his or her supervisor on our first aid procedures.

FIRST AID INSTRUCTIONS

In all cases requiring emergency medical treatment, immediately call, or have a co-worker call, to request emergency medical assistance.

WOUNDS:

Minor: Cuts, lacerations, abrasions, or punctures

- Wash the wound using soap and water; rinse it well.
- Cover the wound using clean dressing.

Major: Large, deep and bleeding

- Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
- Keep pressure on the wound until medical help arrives.

BROKEN BONES:

- Do not move the victim unless it is absolutely necessary.
- If the victim must be moved, "splint" the injured area. Use a board, cardboard, or rolled newspaper as a splint.

BURNS:

Thermal (Heat)

- Rinse the burned area, without scrubbing it, and immerse it in cold water; do not use ice water.
- Blot dry the area and cover it using sterile gauze or a clean cloth.

Chemical

- Flush the exposed area with cool water immediately for 15 to 20 minutes.

EYE INJURY:

Small particles

- Do not rub your eyes.
- Use the corner of a soft clean cloth to draw particles out, or hold the eyelids open and flush the eyes continuously with water.

Large or stuck particles

- If a particle is stuck in the eye, do not attempt to remove it.
- Cover both eyes with bandage.

Chemical

- Immediately irrigate the eyes and under the eyelids, with water, for 30 minutes.

NECK AND SPINE INJURY:

- If the victim appears to have injured his or her neck or spine, or is unable to move his or her arm or leg, do not attempt to move the victim unless it is absolutely necessary.

HEAT EXHAUSTION:

- Loosen the victim's tight clothing.
- Give the victim "sips" of cool water.
- Make the victim lie down in a cooler place with the feet raised.

Section V.
ARAZOZA BROTHERS CORP.
ACCIDENT INVESTIGATION

Accident Investigation Procedures

An accident investigation will be performed by the supervisor at the location where the accident occurred. The safety coordinator is responsible for seeing that the accident investigation reports (see page 2) are being filled out completely, and that the recommendations are being addressed. Supervisors will investigate all accidents, injuries, and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries to employees.
- Review the equipment, operations, and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the accident's causes.
- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- Complete the accident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training.

Accident investigation reports must be submitted to the safety coordinator within 24 hours of the accident.

ARAZOZA BROTHERS CORP.
ACCIDENT INVESTIGATION REPORT

REPORT # _____

COMPANY: _____ ADDRESS: _____

1. Name of injured: _____ S.S. #: _____
2. Sex M F Age: _____ Date of accident: _____
3. Time of accident: _____ a.m. _____ p.m. Day of accident: _____
4. Employee's job title: _____
5. Length of experience on job: _____ (years) _____ (months)
6. Address of location where the accident occurred: _____
7. Nature of injury, Injury type, and Part of the body affected: _____
8. Describe the accident and how it occurred: _____

9. Cause of the accident: _____

10. Was personal protective equipment required? yes no Was it provided? yes no
Was it being used? yes no. If "no", explain. _____ Was it being used as trained
by supervisor or designated trainer? yes no If "no", explain. _____

11. Witness(es): _____

12. Safety training provided to the injured? yes no If "no", explain. _____

13. Interim corrective actions taken to prevent recurrence: _____

14. Permanent corrective action recommended to prevent recurrence: _____

15. Date of report _____ 19_____
Prepared by: _____
- Supervisor (Signature) _____ Date: _____
16. Status and follow-up action taken by safety coordinator: _____

- Safety Coordinator (Signature) _____ Date: _____

INSTRUCTIONS FOR COMPLETING THE ACCIDENT INVESTIGATION REPORT

An accident investigation is not designed to find fault or place blame but is an analysis of the accident to determine causes that can be controlled or eliminated.

(Items 1-6) Identification: This section is self-explanatory.

(Item 7) Nature of Injury: Describe the injury, e.g., strain, sprain, cut, burn, fracture. **Injury Type:** First aid -injury resulted in minor injury/treated on premises; Medical - injury treated off premises by physician; Lost time -injured missed more than one day of work; No Injury - no injury, near-miss type of incident. **Part of the Body:** Part of the body directly affected, e.g., foot, arm, hand, head.

(Item 8) Describe the accident: Describe the accident, including exactly what happened, and where and how it happened. Describe the equipment or materials involved.

(Item 9) Cause of the accident: Describe all conditions or acts which contributed to the accident, i.e.,

- a. unsafe conditions -- bad weather, excessive heat, slippery terrain, etc.
- b. unsafe acts = unsafe work practices such as failure to warn, failure to use required personal protective equipment.

(Item 10) Personal protective equipment: Self-explanatory

(Item 11) Witness(es): List name(s), address(es), and phone number(s).

(Item 12) Safety training provided: Was any safety training provided to the injured related to the work activity being performed?

(Item 13) Interim corrective action: Measures taken by supervisor to prevent recurrence of incident, i.e., barricading accident area, posting warning signs, shutting down operations.

(Item 14): Self-explanatory

(Item 15): Self-explanatory

(Item 16) Follow-up: Once the investigation is complete, the safety coordinator shall review and follow-up the investigation to ensure that corrective actions recommended by the safety committee and approved by the employer are taken, and control measures have been implemented.

Section VI.

RECORDKEEPING PROCEDURES

Record keeping Procedures

The safety coordinator will control and maintain all employee accident and injury records. Records are maintained for a minimum of three (3) years and include:

- Accident Investigation Reports, see page 2;
- Workers' Compensation Notice of Injury Reports DWC 1, see page 2; and
- Log & Summary of Occupational Injuries and Illnesses LES SAF 200, see page 3.

First Notice of injury DWC-1: use this page for details or simply state "see attached form".

LES SAF 200-form or simply state "see attached form"

**Section VII:
 ARAZOZA BROTHERS CORP.
 SAFETY RULES, POLICIES, AND PROCEDURES**

The safety rules contained on these pages have been prepared to protect you and those you come in contact with in your daily work. Employees are to follow these rules, review them often and use good common sense in carrying out assigned duties.

Safety Rules, Policies, and Procedures Index

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ALL EMPLOYEES

Lifting Procedures

1. Plan the move before lifting; remove obstructions from your chosen pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, pallet jacks or carts, or get assistance from a coworker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your coworker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object with your hands and fingers. Use handles when present.
10. Wear protective gloves when lifting objects with sharp corners or jagged edges.
11. Hold objects as close to your body as possible.
12. Perform lifting movements smoothly and gradually; do not jerk the load.
13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
14. Set down objects in the same manner as you picked them up, except in reverse.
15. Do not lift an object from the ground to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

LANDSCAPE & IRRIGATION ESTIMATORS

General Rules

1. Straighten or remove rugs and mats that do not lie flat on the floor.
2. Do not use extension or power cords that have the ground prong removed or broken off.
3. Use a cord cover or tape the cord down when running electrical or other cords across aisles, between desks or across entrances and exits.
4. Open one file cabinet drawer at a time.
5. Put heavy files in the bottom drawers of file cabinets.
6. Use the handle when closing doors, drawers and files.
7. Close drawers and doors immediately after use.
8. Store sharp objects, such as pens, pencils, letter openers, compass or scissors in drawers or with the points down in a container.
9. Use a staple remover, not your fingers, for removing staples.

LANDSCAPE & IRRIGATION ESTIMATORS (Continued)

Computer and digitizer Display Terminal Ergonomics

1. Stand up and stretch once every hour.
2. Adjust the height of your chair so that when you are sitting, your elbow and keyboard height are the same.
3. If the chair height is too high, use a book or other object as a foot rest.
4. For additional lower back support, place a pillow or bundled clothing in the chair at the small of your back.

LANDSCAPE & IRRIGATION INSTALLERS - Tree & Shrub Installation, irrigation

General Rules

1. Do not approach any heavy equipment until the operator has seen you and has signaled to you that it is safe to approach.
2. Keep your shirt on when working.
3. Drink plenty of clear liquids during your breaks.
4. Do not work outdoors during lightning storms.
5. Use a long distance insecticide to destroy wasp nests.
6. Do not operate powered equipment on which you have not been trained.
7. Do not use any tool or equipment that has a loose or broken handle.
8. Call the "CALL SUNSHINE" one-call center at 1-800-432-4770 and all "Call Sunshine" non-members to have the underground facilities marked 48 hours before digging.
9. Do not dig where the underground lines have been marked.

Ladder Usage

1. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads, or other visible damage.
2. Keep ladder rungs clean and free of dirt or mud.
3. Allow only one person on the ladder at a time.
4. Face the ladder when climbing up or down.
5. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
6. Do not stand on the top two rungs of any ladder.
7. Do not stand on a ladder that wobbles, or that leans to the left or right.
8. Do not carry items in your hands while climbing up or down a ladder.
9. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.

Backpack Blowers

1. Wear goggles while operating a blower.
2. Do not use the blower to clean yourself.
3. Do not direct the blower toward bystanders.

LANDSCAPE INSTALLERS & IRRIGATION – Tree & Shrub Installation, irrigation (continued)

Fuel Storage and Refueling

1. Do not pour fuel into the tank of a running engine.
2. Do not smoke while servicing, using or refueling a gasoline powered tool.
3. Do not run a gasoline engine inside the storage shed.
4. Allow the engine to cool before performing maintenance or refueling.
5. Wash your hands with soap and water if you spill gasoline on your hands.

Tree Installation

Boom Truck/Crane Safety

1. Set the truck parking brake before starting the crane.
2. Set the truck on as firm and level ground as possible.
3. Only one person is allowed to operate the boom truck. Stop operations once someone enters the loader's operating radius.
4. Do not let anyone get under the boom or the load.
5. When loading is complete, place the boom in the cradle or place it on the ground and shut off the crane before exiting.
6. Do not leave the boom raised when it is not in operation.

Skid Steer Loaders/Bobcats

1. Wear seat belts when provided on skid steer loaders with roll over protection.
2. Carry the load low for stability.
3. Back up slopes. Do not drive forward up slopes.
4. No passengers are permitted on skid steer loaders.
5. Do not travel or turn with the lift arms up.
6. Do not leave the skid steer loader unattended while the engine is running or while the lift arms are up.
7. Do not modify equipment or add attachments not approved by the manufacturer.

Front End Loaders

1. Do not use a bucket or attachment for a working platform or personnel carrier.
2. Operate the loader from the seat. Do not operate the loader from outside the cab.
3. No passengers are permitted on front end loaders.

Augers

General Rules

1. Do not wear loose clothing or jewelry while operating the auger. Wear ear plugs, long pants, gloves, and sturdy boots with non-slip soles.
2. Clear all personnel from the digging area before starting the auger.
3. Replace the guards before starting the auger and after making adjustments or repairs.
4. Do not remove, alter or bypass any safety guards or devices when operating the auger.
5. Do not make any adjustments or repairs to the auger while it is in operation.

6. Do not poke anything near the rotating auger.

LANDSCAPE INSTALLERS - Tree Installation, Shrub Installation, Sod Installation (Continued)

Tree Installation (Continued)

Tractor P.T.O. Driven Augers

1. Only the operator is allowed on the tractor when the auger is in operation.
2. Apply the tractor brakes firmly and put the tractor in park before starting to dig a hole.
3. Shut off the tractor, engage the parking brake, and wait until the drivelines have stopped rotating before clearing obstructions, grass, build-up or dirt off the auger.
4. Disengage the power take-off and auxiliary hydraulics and shift the tractor into neutral or park before attempting to start the tractor.
5. Do not operate the auger if anyone is within 10 feet of the auger.
6. Lower the auger to the ground before leaving the tractor.
7. Do not leave the auger unattended with the tractor running.
8. Keep the tractor platform free of dirt, trash, grease and oil.
9. Operate the auger only while seated in the tractor and never from the ground unless the auger is equipped with remote hydraulic controls.
10. Do not use the auger on quick couple type 3-point hitches.
11. Do not crawl under the auger for any reason.
12. Transport the tractor/auger slowly over rough terrain.
13. Do not allow anyone on the auger while the tractor is in motion.
14. Before disconnecting lines to the auger's hydraulic cylinders, relieve all hydraulic pressure by:
 - 1) Shut off the tractor.
 - 2) Move the auger control lever up and down a several times to relieve the residual hydraulic pressure.
15. Use a piece of cardboard or wood to check for hydraulic fluid leaks. Do not use your bare hands.

Hand-Powered Augers

1. Operate a two man auger with two personnel.
2. Do not operate a one man auger with more than one person.
3. Do not use the auger as an anchoring device.
4. Do not overspeed the engine by altering the governor setting or by disconnecting the engine governor.
5. Stop the engine and disconnect the spark plug wire before cleaning, inspecting, adjusting or repairing the auger.

LANDSCAPE INSTALLERS - Tree Installation, Shrub Installation, Sod Installation (Continued)

Tree Installation (Continued)

Pruning and Cutting

1. Wear leather gloves when handling tree branches.
2. Cut in the direction away from your body when using pruning shears, loppers, hedge clippers or other cutting tools.
3. If equipped, use the locking clip on the cutting shears after use.
4. Do not attempt to catch a falling tool.
5. Do not pick up cutting tools by their blades.
6. Carry cutting tools with their tips pointed towards the ground.
7. Keep the blade of all cutting tools sharp.
8. Do not perform "make-shift" repairs to tools.
9. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
10. Do not throw tools from one location to another, from one employee to another, nor from ladders.
11. Do not break tree branches over your knees.

Staking

1. Wear gloves and safety glasses when snipping the tree support wire.

Shovels

1. Wear leather gloves and steel-toed shoes when using the shovel.
2. Do not jump up and down on the step of the shovel.
3. When handing a shovel to your coworker, hand it to him handle first.
4. When pitching dirt, pitch it to your side. Do not pitch it over your head or shoulder.
5. Make sure there is no one to the side you are pitching the dirt.
6. If the ground does not give in while shoveling, use an alternate equipment such as an auger.
7. Do not lay the shovel on the ground with the spade facing upward.

Tree Spades

1. Wear hard hats, hearing protection and safety goggles while operating the tree spade.
2. Keep the tree spade's operating radius at least 10 feet away from energized power lines.
3. Clear all personnel from the tree spade before beginning operation.
4. Operate the tree spade only while positioned at the loader control.
5. Keep body parts and clothing away from the power driven parts.
6. When digging on a slope, face the loader up or down the slope. Do not dig with the loader facing across the slope.
7. Only the operator is permitted to operate the tree spade.
8. Before disconnecting or loosening any part of the spade's drive system, lower the spade to the ground.

LANDSCAPE INSTALLERS - Tree Installation, Shrub Installation, Sod Installation (Continued)

Tree Installation (Continued)

Tree Spades (Continued)

9. Use a piece of cardboard or wood to check for hydraulic fluid leaks. Do not use your bare hands.
10. Do not work under a raised tree spade.
11. Replace the guards before starting the tree spade and after making adjustments or repairs.
12. Do not remove, alter or bypass any safety guards or devices when operating the tree spade.
13. Apply the parking brakes firmly and put the tractor or truck in park before starting to dig a hole.

Post Hole Diggers

1. Wear leather gloves and steel-toed shoes when using the post-hole digger.
2. When handing a post-hole digger to your coworker, hand it to him handle first.
3. Use two hands to control a post-hole digger.

LANDSCAPE INSTALLERS - Tree Installation, Shrub Installation, Sod Installation (Continued)

Shrub Installation (Continued)

Machete

1. Wear steel-toed shoes when using a machete.
2. Do not use a dull machete.
3. When carrying a machete, grasp the handle and not the blade.
4. When handing a machete to your coworker, hand it to him handle first.

Wheelbarrow

1. Wear leather gloves when using a wheelbarrow.
2. Do not use a wheelbarrow with a wobbly or loose wheel.
3. Do not stand on a wheelbarrow or use it as a work platform.
4. Do not transport anyone in a wheelbarrow.
5. Do not push wheelbarrow with handles in an upright position.

Sod Installation

Sod Cutters

1. Stop the engine and disconnect the spark plug wire before cleaning, inspecting, adjusting or repairing cutting blades or other rotating parts.
2. Keep body parts and clothing away from the running engine and the cutting blade.
3. Do not alter or by-pass any safety device provided by the manufacturer.
4. Shift the gear of the sod cutter into neutral before starting or shutting it off.
5. Do not allow anyone to stand in front of the sod cutter when it is in operation.
6. When cutting along roads, stay as close to the curb as possible.
7. Allow the sod cutter to cool before covering or storing it in the storage shed.

Forklifts

Pre-Use Inspection

Do not use the forklift if any of the following conditions exist:

1. The mast has broken or cracked weld-points.
2. The roller tracks are not greased or the chains are not free to travel.
3. Forks are unequally spaced or cracks exist along the blade or at the heels.
4. Hydraulic fluid levels are low.
5. Hydraulic line and fitting have excessive wear or are crimped.
6. Fluid is leaking from the lift or the tilt cylinders.
7. The hardware on the cylinders is loose.
8. Tires are excessively worn, split or have missing tire material.
9. Air filled tires are not filled to the operating pressure indicated on the tire.
10. Batteries have cracks or holes, uncapped cells, frayed cables, broken cable insulation, loose connections or clogged vent caps.

LANDSCAPE INSTALLERS - Tree Installation, Shrub Installation, Sod Installation (Continued)

Sod Installation (Continued)

Forklifts (Continued)

Forklift General Rules

1. Follow the manufacturer's guidelines concerning changes in the lift capacity before adding an attachment to a forklift.
2. Do not use broken pallets.

Starting the Forklift

1. Apply the foot brake and shift gears to neutral before turning the key. Picking Up a Load

Forklift Driving Rules

1. Do not exceed a safe working speed of five miles per hour and slow down when approaching worker areas.
2. Do not raise or lower a load while you are en route.
3. After picking up a load, adjust the forks so that the load is tilted slightly backward for added stability.
4. Drive at a walking pace and apply brakes slowly to stop when driving on unstable or wet ground.
5. Steer wide when making turns.
6. Drive in reverse and use a signal person when your vision is blocked by the load.
7. Look in the direction that you are driving; proceed when you have a clear path.
8. Drive loaded forklifts in reverse when driving down a slope.
9. Drive unloaded forklifts in reverse when going up a slope and forward when going down a slope.
10. Do not use "Reverse" to brake.

Picking Up a Load

1. Square up on the center of the load and approach it straight on with the forks in the travel position.
2. Stop when the tips of your forks are about a foot from the load.
3. Level the forks and slowly drive forward until the load is resting against the backrest of the mast.
4. Lift the load high enough to clear whatever is under it.
5. Back up about one foot, then slowly and evenly tilt the mast backwards to stabilize the load.

LANDSCAPE INSTALLERS - Tree Installation, Shrub Installation, Sod Installation (Continued)

Sod Installation (Continued)

Forklifts (Continued)

Stacking One Load on Top of Another

1. Stop about one foot away from the loading area and lift the mast high enough to clear the top of the stack.
2. Slowly move forward until the load is squarely over the top of the stack.
3. Level the forks and lower the mast until the load is no longer supported by the forks.
4. Look over both shoulders for obstructions and back straight out if the path is clear.
5. Lower the forks 4-6 inches at the tips and 2 inches at the heels before driving the forklift.

Shutting Off the Forklift

1. Lower the mast completely, turn off the engine and set the parking brake before leaving your forklift.

Steel Rakes

1. Wear leather gloves and steel-toed shoes when using a steel rake.
2. Do not lay steel rakes on the ground with the prongs facing upward.
3. When handing a steel rake to your coworker, hand it to him handle first.

Trenchers

1. Call the "CALL SUNSHINE" one-call center at 1-800-432-4770 and all "Call Sunshine" non-members to have the underground facilities marked 48 hours before digging.
2. Keep body parts and clothing away from the running engine and the cutting teeth.
3. Look in the direction that you are driving; proceed when you have a clear path.
4. Stop the engine and disconnect the spark plug wire before cleaning, inspecting, adjusting or repairing cutting blades or other rotating parts.
5. Do not alter or by-pass any safety device provided by the manufacturer.
6. Only the operator is allowed on the trencher when the trencher is in operation.

DRIVERS

Driving Safety

1. Shut all doors and fasten your seat belt before moving the vehicle.
2. Obey all traffic patterns and signs at all times.
3. Maintain a three point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles.

Fueling Vehicles

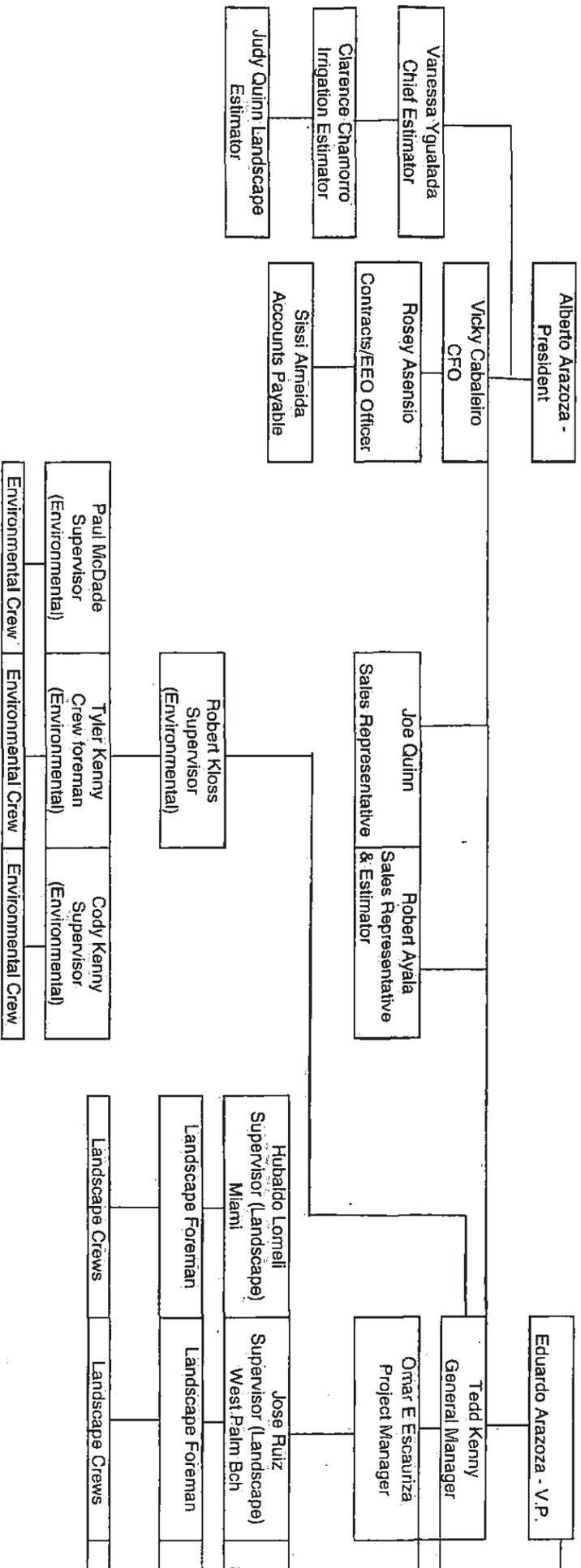
1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on your hands.

DRIVERS (Continued)

Vehicle/Trailer Safety

1. Set the parking brake in the towing vehicle and use wheel blocks to chock the wheels of the trailer before removing any equipment from the trailer.
2. Secure equipment and fuel tanks to the vehicle with chains or straps to eliminate or minimize shifting of the load.
3. No one is permitted to ride in the trailer.
4. Use ramps to load and unload heavy equipments from the trailer.
5. Take slow, wide turns when towing trailers.
6. Do not place all the heavy equipment on one side of the trailer.

Organizational Chart



Names in red are certified applicators

Alberio J. Arazoza
9700 S.W. 93 Avenue
Miami, Fl. 33176

**CAREER
OBJECTIVE**

To utilize my business, marketing, and sales experience to successfully run and operate a landscape and environmental contracting firm.

**WORK
EXPERIENCE
President**

Arazoza Brothers Corporation, Landscape and Irrigation Contracting Company (February, 1988 to present)
My responsibilities include, but are not limited to: Managing the daily in-house operation, Project design, project sales, preparing and finalizing all project bids, securing financial sources, overseeing collections, and supervising employees and office staff. Responsible for sales, marketing, advertising, and daily contact with the general public. Responsible for budgeting projects to secure the financial needs of the operation.

President of Agri-Brothers Corporation, (Oct 1995 to Present)
My responsibilities include, but are not limited to: managing and overseeing the operations of over 200 acres of wholesale nursery materials, securing financial sources, overseeing collections, and supervising employees and office staff.

**EDUCATIONAL
BACKGROUND**

Bachelor of Science in Business Administration,
specialization in marketing.
University of Florida, December 1987
Attended two years of graduate study; 1 year of Masters Business Administration at Florida International University, 1989 and 1 year of Masters Landscape Architecture at Florida International University, 1990. Major GPA 3.0 / 4.0

Graduated Belen Jesuit Preparatory School 1984
Vice President of Student Council 1984

Additional Related Coursework:
Sales Management Marketing Research
Marketing Management Real Estate Analysis
Consumer Behavior

**PROFESSIONAL
AFFILIATIONS**

Member of Engineering Contractors Association
Florida Nurseryman Growers Landscape Association
Associated Landscape Contractors of America
Dade County Farm Bureau
Florida International University Presidents Council

REFERENCES

Available upon request.

Eduardo J. Arazoza
470 Campana Avenue
Coral Gables, Florida 33156

=====

CAREER OBJECTIVE

To utilize my agricultural skills, background in nursery production, landscape design, and to successfully run and improve the operations of a landscape and environmental firm.

**WORK
EXPERIENCE**

Vice President

Arazoza Brothers Corporation; (February 1988 to present)
My responsibilities include but not limited to: Managing the daily field operations, supervising 85 employees in the field and superintendents, project management, layout, landscape design, purchasing of plants, equipment, and materials. Responsible for continuous research in the plant industry, ensure up-to-date techniques and procedures in the maintenance and installation of new material.

President

Edmar Farms . (December, 1986 to January, 1988).
Solicited new accounts and managed administrative and field operations.

**Sales
Manager**

Costa Nursery Farms, (July, 1984 to January, 1988).
Solicited new accounts, ensured customer satisfaction, and secured prompt delivery of orders.

**Production
Manager**

Costa Nursery Farms. (July, 1982 to July, 1984).
Analyzed plant production, inspected plants for diseases and growth schedules, and projected all inventory requirements.

**EDUCATIONAL
BACKGROUND**

Valley Forge Military Academy, 1984

**PROFFESIONAL
AFFILIATIONS**

Florida Nurseryman Growers Association,
Associated Landscape Contractors of America

REFERENCES

Available upon request.

**Education**

University of Florida, Gainesville,
FL Extension Offices
Environmental Technology
Academy, Tampa, FL

Areas of Specialization

ISA Certified Arborist FL-6134A
Florida Dept. of Agriculture
Certified Pesticide Applicator
(Aquatic, Natural Area, Right of
Way)
ATSSA Worksite Traffic
Supervisor ID # 37

Tedd Kenny
General Manager/ Arborist

Arazoza Brothers Corporation (August 2005 to Present)**General Manager of Operations**

My responsibilities include, but are not limited to: Managing the Environmental Services Department of the company, with several supervisors, crew leaders and dozens of workers, in the field of invasive/exotic plant removal, wetland and upland restoration, lake maintenance and other environmental services. This includes manual and mechanical removal as well as selective herbicide application; construction and mitigation of uplands and wetlands, including planting and maintaining native plants; and any earthworks involved. In addition, I manage the daily operations of the landscape and irrigation divisions; supervise project managers in the field; manage and oversee landscape maintenance operations; work with design teams for landscape and irrigation design-build projects; manage and oversee a fleet of equipment, mechanics and purchases. As a certified arborist, I directly oversee all tree trimming and tree relocation activities conducted in the field.

DeAngelo Brothers, Corp. (1995 to 2005)**General Manager**

My responsibilities included, but were not limited to: Manager of southeast operations, comprising of 11 branch offices conducting environmental services: uplands restoration and conservation, wetland mitigation services, lake management services. Managed and had oversight of branch budgets, purchasing, customer service, training, etc. Ensure compliance with all applicable local, state and federal laws and regulations.

Plants for Tomorrow, Inc. (1989 to 1994)**Operations Manager**

My responsibilities included: Operations Manager of environmental services company engaged in wetland mitigation services which included wetland restoration, exotic vegetation removal and wetland monitoring.



Tedd Kenny
Page 2

SELECTED PROJECTS

Project: *Exotic Species Control and Planting*
Broward County Department of Solid Waste
Various locations in Broward County

Scope: Vegetation control and planting at various landfills, marshes, preserves and created wetlands located on properties owned by OIWM including monthly service of 5 sites.

Contact: Jeff Turpin at Broward County

Project: *Planting of the Seepage Barrier*
City of Weston, FL

Scope: Planting of aquatics and wetland tree species on the newly constructed seepage barrier canal which was designed to control the amount of sheet flow of water moving into the city canals and lakes

Mike Kroll, LA, VP Miller Legg formerly of Peninsula Design

Project: *South County Park Expansion*

Owner: *Palm Beach County*

Location: *Boca Raton, FL*

Scope: planting of aquatics plants and wetland trees in newly constructed lake; 20 acre site

Pat Painter, ASLA, Gia Consortium
1994



Tedd Kenny
Page 3

**Project: Merrill Barber Bridge Project; Hwy 60 over
Intercoastal Bridge**

Owner: FDOT Dist 4

General Contractor: Ode Brecht

Location: Vero Beach FL

Scope: installation of landscaping for new bridge, planting of wetlands to restore impacts from bridge construction

Project: Griffin Road

Dist 4 Construction

Town of Davie and Town of Cooper City

Scope: installation of landscape and irrigation to medians and sides of newly improved Griffin Road (2 projects)

Project also included planting of aquatics in Wet Detention ponds

Project: Lake Jessup Restoration

OWNER FDOT DIST 5

Location: Sanford, Florida

General Contractor: Southland Construction

Scope: creation of wetland on flood plain of the banks of Lake Jessup adjacent to ST Rd 46

To remediate for impacts of roadway construction through the Orlando area

Project required the planting of over 100,000 3 gal trees for mitigation

Sandy Scheda, Scheda Environmental/FDOT

Project: SFWMD Exotic Nuisance Species Control

**Location: Broward County, Florida Everglades Conservation
Area 3**

Scope: eradication of Melaleuca and other exotics by remote access (airboats)

Featured on 60 minutes 1993

Francois Laroche, PM for SFWMD

Project: Eagles Nest Restoration

Owner: City of Orlando

Location: Orlando, Florida

Scope: exotic removal and wetland plants of aquatic plants and trees at lake/preserve area known as Eagles Nest

1997

Project: South Dade Landfill Restoration

Owner: Miami Dade Department of Solid Waste

GC: Shaw Environmental

Scope: Vegetation control to maintain the planted wetland and preserve areas free of exotics. Work includes hand removal of Melaleuca seedlings, hand pulling of vines and herbicide treatment targeting torpedo grass, cat tails and primrose willows.

Project Manager for DSWM Steve Christensen



Robert Kloss
Manager

Areas of Specialization
Certified Pesticide Applicator
(Aquatic, Right of Way,
Ornamental & Turf);
Certified Florida Master
Naturalist;
Class B License in Sewer
Collection;
Class C license in Water
Distribution;
30 and 10 hour OSHA Certified.

Arazoza Brothers Corporation

(2011 to Present)

Environmental Services Manager

My responsibilities include, but are not limited to: Managing projects, with several supervisors, crew leaders and workers, in the field of aquatic vegetation control, invasive/exotic plant removal, lake maintenance and other environmental services. This includes manual and mechanical removal as well as selective herbicide application;

BK Environmental Solutions (2006 to 2010)

Owner and Manager

My responsibilities included, but were not limited to surveying large areas of water for treatment; construction of spraying systems and equipment; meeting with clients, formulating bid proposals and contract negotiations, maintaining mitigation areas by removal of invasive plants; liaison with herbicide distributors; fish stocking and fountain installation & repairs.

All American Aquatics (2003 to 2006)

Aquatic Consultant / Technician

My responsibilities included: My responsibilities included, but were not limited to surveying large areas of water for treatment; construction of spraying systems and equipment; meeting with clients, formulating bid proposals and contract negotiations, maintaining mitigation areas by removal of invasive plants; Airboat operation and treatment for FWC throughout the state of Florida; liaison with herbicide distributors; fish stocking and fountain installation & repairs.

Aquagenix (1995 to 2003)

Aquatic Technician / Production Supervisor

Responsible for crew/equipment/herbicide; Lead applicator in large areas of water, high profile accounts, and ecologically sensitive areas; Liaison with herbicide distributors.



Lake and Wetlands (1993-1994)

Aquatic Technician

Evaluated water quality, waterway condition, plants species, and methodology of treatment; fish stocking; fountain installation and repairs.

Palm Beach Water Utilities (1986-1993)

Water and Sewer Operations

Emergency repairs to water and waste water lines;
Supervised crews of 5-6;
Equipment operator.

United States Navy (1973-1985)

Anti-submarine warfare/Search and Rescue

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Araza Brothers Corporation 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 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.



Proposer's Signature
6/7/12

Date



Arazoza Bros., Corp.

PO Box 924890, Homestead FL 33092 Phone: 305-246-3223 Fax: 305-246-0481

COMPANY INFORMATION

Main Office: Arazoza Brothers Corporation
Physical Address: 15901 SW 242 Street
Homestead, Florida 33031
Mailing Address: PO Box 924890
Homestead, Florida 33092
Ph: (305) 246-3223
Fax: (305) 246-0481

Branch Office: 6917 Vista Parkway No, Suite 13
West Palm Beach, FL 33411

Website: www.arazozabrothers.com

Date Established: February 22, 1988
Federal Id No.: 65-0031332

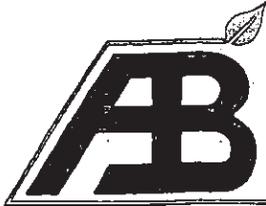
President: Albert Arazoza
Vice President: Eduardo Arazoza

General Manager: Tedd Kenny
Superintendents: Hubaldo Lomeli
Jose Ruiz
Paul McDade
Fortino Hernandez

Estimating Department: Vanessa Ygualada
Robert Ayala

Accounting Department: Vicky Cabaleiro- CFO
Rosey Asensio- Contracts/AR
Sisi Almeida- AP

Bonding/ Insurance Agency: Brown & Brown Insurance Company
5900 N Andrews Avenue
Ft. Lauderdale, FL 33309
Contact: James Murphy/ Joanne Mursell
Ph: (888) 267-4379



Arazoza Bros., Corp.

P.O. Box 924890, Homestead, Florida 33092 - (305) 246-3223 - Fax (305) 246-0481

REFERENCES

Community Asphalt Corp.
9725 NW 117 Ave
Miami, Florida 33178
Phone: (305) 829-0700
Fax: (305) 829-8772
Contact: Ignacio Halley
Email: sherrera@cacorp.net

Russell Engineering Corporation
2530 SW 36 Street
Ft. Lauderdale, FL 33312
Ph#: (954)321-9336
Fax: (954) 321-0621
Contact: Brian Gibbs
Email: brian.g@russellengineering.com

The de Moya Group, Inc.
14600 SW 136th Street
Miami, Florida 33186
Ph#: (305) 255-5713
Fax: (305) 255-1935
Contact: AJ deMoya
Email: A.J.Demoya@demoya.com

Hubbard Construction Co.
2269 E Indian Road Bldg-3
West Palm Beach, FL 33409
Ph#: (561) 683-8601
Fax: (561) 683-0121
Contact: Rob Ueltschi
Email: Robert.UELTSCHI@hubbard.com

Sunbeam Properties Inc
10212 USA Today Way
Miramar, FL 33025
Ph#: (954) 450-7904
Fax: (954) 433-0124
Contact: Scott Hodges
Email: shodges@wsvn.com



Arazoza Bros., Corp.

PO Box 924890, Homestead Florida 33092 - Phone (305) 246-3223 - Fax (305) 246-0481

REFERENCE LIST FOR PURCHASE & INSTALL PROJECTS

<u>Class of Work</u>	<u>Contract Type</u>	<u>D.O.C.</u>	<u>Amount</u>	<u>Name/Address of Owner</u>
<u>Prime Contractor</u> Citywide Trees & Palms Contract 502-10590-1	work order based	11/4/10	in progress	City of Ft Lauderdale 100 N. Andrews Avenue Ft. Lauderdale, FL 33301 Contact: Gene Dempsey PH: 954-828-5785
<u>Prime Contractor</u> IFB-600883-10/TLR Term Contract Landscape & Irrigation Material	work order based	7/8/2010	in progress	Seminole County BOCC Purchasing Department Post Office 8080 Sanford, Florida 32773-8080 Contact: William Pandos PH: 407-665-2176
<u>Prime Contractor</u> Annual Contract for Landscape Services ITB#09/10-32	work order based	10/7/2010	in progress	City of West Palm Beach Engineering Services PO Box 3366 West Palm Beach, FL 33402 Contact: Brian Moree PH: 561-494-1040
<u>Prime Contractor</u> Native Plants, Supply or Supply Install, Parks & Natural Areas	work order based	1/22/2010	in progress	City of Ft Lauderdale 100 N. Andrews Avenue Ft. Lauderdale, FL 33301 Contact: Gene Dempsey PH: 954-828-5785
<u>Prime Contractor</u> Trees & Palm 5066-4/12	work order based	1/28/08	in progress	Miami Dade County Public Works 7998 SW 107 Ave Miami, FL 33173 Contact: Alfredo Rivero PH: 305-270-1791 ext 118
<u>Prime Contractor</u> MDX Project 50026 System Wide Landscaping	work order based	\$ 2,000,000 7/25/06	\$ 2,000,000 Closed Jun-10	Miami Dade Expressway Authority 3790 NW 21 Street Miami, Florida 33142 Contact: Rick Johnson Phone: 305-637-3277 x2142 Email: rjohnson@mdx-way.com

Prime Contractor
Annual Roadway Landscaping
Contract No2005055

work order
based

3/8/2008 \$

383,109
Closed
Jan-09

Palm Beach County BOCC
Dept of Engineering & Public Works
PO Box 21229
West Palm Beach, FL 33416
Craig Savage PW 561-684-4088
Tom Brunell Parks 561-966-6633



Arazoza Bros., Corp.

PO Box 924890, Homestead Florida 33092 - Phone (305) 246-3223 - Fax (305) 246-0481

CONTRACTS IN PROGRESS

<u>Class of Work</u>	<u>Contract Amt.</u>	<u>DOC</u>	<u>Completion</u>	<u>% Complete</u>	<u>Name/Address of Owner</u>
Prime Contractor FIN#249652-2-52-01 T6245 SR826/ NW 62 Street ABC819	\$ 682,075	6/1/11	Aug-12	10%	Florida Department of Transportation 1000 NW 111 Ave Miami, Florida 33172 Contact: Farhang Esmailzadeh Phone: 305-640-7298
Prime Contractor FIN#423452-2-52-01 T6249 SR9A/ NW 32 St ABC820	\$ 1,796,235	6/1/11	Oct-12	5%	Florida Department of Transportation 1000 NW 111 Ave Miami, Florida 33172 Contact: Farhang Esmailzadeh Phone: 305-640-7298
Prime Contractor FIN#250081-4/5-52-01 #T6246 SR7 (NW 7 Ave) ABC809	\$ 1,269,414	4/13/11	Apr-12	20%	Florida Department of Transportation 1000 NW 111 Ave Miami, Florida 33172 Contact: Farhang Esmailzadeh Phone: 305-640-7298
Sub-Contractor Central Blvd Widening MDX 11211.030 ABC771	\$ 2,075,473	8/2/10	Jul-12	10%	Community Asphalt Corp 14005 NW 186 Street Hialeah, FL 33018 Contact: Igancio Halley Phone: (305)829-0700
Prime Contractor Forest Hill Blvd ABC831	\$ 139,665	8/17/11	Apr-12	90%	Village of Wellington Eng 14000 Greenbriar Blvd. Wellington, FL 33414 Contact: Bill Riebe Phone: 561-791-400
Sub Contractor Miami Senior High School ABC774	\$ 354,999	12/8/09	Aug-13	20%	MCM Corp 9805 Overseas Highway Marathon, FL 33050 Contact: Gredel del Toro Phone: (305) 642-2702
Prime Contractor FIN#411948-2-52-01 Contract# BDR86 ACB688	\$ 1,000,000	5/19/08	Jun-12	60%	Florida Department of Transportation 3400 W Commercial Blvd Ft Lauderdale, FL 33309 Contact: Elisabeth A. Hassett, RLA, PM Phone: 954-777-4219

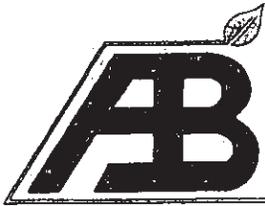


Arazoza Bros., Corp.

PO Box 924890, Homestead Florida 33092 - Phone (305) 246-3223 - Fax (305) 246-0481

CONTRACTS COMPLETED

<u>Class of Work</u>	<u>Contract Amt.</u>	<u>D.O.C.</u>	<u>Completed</u>	<u>% By Us</u>	<u>Name/Address of Owner</u>
Prime Contractor SR414 Hiwassee Rd ABC823	\$ 733,742	6/22/11	Dec-11 in maint	80%	Orlando Orange County Expy Auth. 4974 ORL Tower Rd Orlando, FL 32807 Contact: Benjamin J. Baker Phone: 407-806 4272
Prime Contractor SR408 Landscape Improvements ABC803	\$ 507,294	1/26/11	Jul-11 in maint	85%	Orlando Orange County Expy Auth. 4974 ORL Tower Rd Orlando, FL 32807 Contact: Benjamin J. Baker Phone: 407-806 4272
Sub-Contractor FIN# 406870-1-52-01 T4190 SR9A/195 (PGA Blvd -Donald RossRd) ABC695	\$ 519,000	5/8/08	Jan-12	100%	Community Asphalt Corp 14005 NW 186 Street Hialeah, FL 33018 Contact: Igancio Halley Phone: (305)829-0700
Prime Contractor FIN# 249653-2-52-01 cont#T6248 SR826 Palmetto Exp ABC782	\$ 712,502	10/28/10	Jul-11	100%	Florida Department of Transportation 1000 NW 111 Ave Miami, Florida 33172 Contact: Farhang Esmailzadeh Phone: 305-640-7298
Prime Contractor Sombrero Road Landscaping ABC774	\$ 98,621	9/21/10	Feb-11	100%	City of Marathon 9805 Overseas Highway Marathon, FL 33050 Contact: Carlos Solis Phone: 305-289-5008
Prime Contractor Patch Reef Park Irrigation & Sod Renovations ABC761	\$ 322,600	4/1/10	Oct-10	95%	City of Boca Raton 201 W. Palmetto Park Road Boca Raton, FL 33432 Contact: Michael J. Gagnon Phone: 561-239-1840
Prime Contractor Okeechobee Blvd Beautification FIN# 411889-1-52-01 ABC756	\$ 264,750	2/3/10	Oct-10		City of West Palm Beach PO Box 3366 West Palm Beach, FL 33402 Contact: Jeff Halverson Phone: 561- 494-1092
Sub-Contractor FIN# 227773-1-52-01/56-01 SR7(US441) ABC667	\$ 635,000	1-1/5/07	Aug-10	100%	Russell Engineering Corp. 2530 SW 36 Street Ft. Lauderdale, FL 33312 Contact Person: Brian Gibbs Phone: (954)321-3996
Increase by change orders	90,239				



Arazoza Bros., Corp.

P.O. Box 924890, Homestead, Florida 33092 - (305) 246-3223 - Fax (305) 246-0481

Certifications, Licenses and Qualifications

MBE Certifications	Exp Date
City of Orlando	3/31/2013
City of Tampa	3/31/2013
State of Florida Dept of Supplier Diversity "Florida Statewide"	1/18/2014
Southern Florida Minority Supplier Development	6/1/2012
Lee County	1/18/2014
Miami-Dade County Public Schools	6/6/2013

Contractor Licenses	Exp Date
State of Florida Registered Contractor CGC #1506166	8/31/2012
Collier County Contractor License #34894	9/30/2012
City of Delray Beach #123690	9/30/2012

Landscape Licenses	Exp Date
Dade County Occupational #222152-1	9/30/2012
Broward Tree Trimming #189C-129	9/30/2012
Broward County Occupational #324-0224739	9/30/2012
City of Delray Beach #123690	9/30/2012
Collier County Landscape License #18087	9/30/2012
Duval County/ City of Jacksonville #134124	9/30/2012
Palm Beach County #1996-09852	9/30/2012
Village of Royal Palm Beach	9/30/2012
Pesticide Commercial Applicator License #CM10001	10/31/2012
Pesticide Commercial Applicator License #CM11950	7/31/2012
DEP Stormwater Mgt Instructor DEP#221	

Irrigation Licenses	Exp Date
Dade County Occupational #407669-1	9/30/2012
Dade County Municipal #30-4076691	9/30/2012
Dade County CC #04P000860	9/30/2012
Broward County Occupational #182-000125	9/30/2012
Broward County CC#04-CLS-741-R	8/31/2012
City of Delray Beach	9/30/2012
Collier County Contractor License #27940	9/30/2012
Martin County CC#CIS4274	9/30/2012
Martin County Occupation #2005-518-0019	9/30/2012
Palm Beach County Occupational #2005-01572	9/30/2012
Palm Beach County CC#U-20084	9/30/2012

Qualifications	Exp Date
Florida Certified Landscape Contractor (FNGLA) #C30148	3/31/2013
FDOT Landscape Contractor Prequalification	6/30/2012
City of Clearwater	3/10/2012



State of Florida

*Minority, Women &
Service-Disabled Veteran*

Business Certification

Arazoza Brothers Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

01/18/2012 to 01/18/2014

A handwritten signature in black ink, appearing to read 'John P. Miles', is written over a horizontal line.

John P Miles, Secretary

Florida Department of Management Services
Office of Supplier Diversity



My claims data as of June 8, 2012

Summary

State Written	Florida - Single State	Claims by weekday	Monday	0
Policy Number	0196-05966-0		Tuesday	0
Policyholder	Arazoza Brothers Corporation		Wednesday	1
Policy Period	04/01/2012 - 04/01/2013		Thursday	0
Est. Annual Premium	\$120,070.12		Friday	0
Earned YTD Premium	\$19,955.25		Saturday	0
Total Incurred	\$5,000.00		Sunday	0
Loss Ratio	25.06%			
Open Claims	1			
Closed Claims	0			

Totals

Deductible	(None)		Indemnity	Medical	Other	Total
Billed This Month	\$0.00	Paid this Month	\$312.56	\$0.00	\$0.00	\$312.56
Billed To Date	\$0.00	Paid To Date	\$312.56	\$0.00	\$0.00	\$312.56
Remaining	\$0.00	Reserves	\$2,187.44	\$2,500.00	\$0.00	\$4,687.44
		Total Incurred	\$2,500.00	\$2,500.00	\$0.00	\$5,000.00

Details

FRANCO JR, PASCUAL		<u>Adjustor Summary</u>				
Job Title	laborer		Indemnity	Medical	Other	Total
Injury	ELCSK MULT OTHER	Paid this Month	\$312.56	\$0.00	\$0.00	\$312.56
Status	Open	Paid To Date	\$312.56	\$0.00	\$0.00	\$312.56
Case #	971822	Reserves	\$2,187.44	\$2,500.00	\$0.00	\$4,687.44
Adjustor	<u>VICKI REDMON</u>	Total Incurred	\$2,500.00	\$2,500.00	\$0.00	\$5,000.00
Claim Date	05/16/2012 (Wednesday)					
Back to work	05/21/2012					
Claim Type	(TP) TEMPORARY PARTIAL					
Class Code	42					
Hire date	02/06/2012					
Description	the iw sustained an electrical shock from contact with wires while he was holding onto a tree to place the tree in the installation are resulting in an irregular heartbeat & right hand swelling & numbness					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				



My claims data as of June 8, 2012

Summary

State Written	Florida - Single State	Claims by weekday	Monday	2
Policy Number	0196-05966-0		Tuesday	1
Policyholder	Arazoza Brothers Corporation		Wednesday	3
Policy Period	04/01/2011 - 04/01/2012		Thursday	1
Est. Annual Premium	\$104,910.81		Friday	1
Earned YTD Premium	\$104,910.81		Saturday	0
Total Incurred	\$62,814.02		Sunday	0
Loss Ratio	59.87%			
Open Claims	0			
Closed Claims	8			

Totals

Deductible	(None)		Indemnity	Medical	Other	Total
Billed This Month	\$0.00	Paid this Month	\$0.00	\$190.00	\$0.00	\$190.00
Billed To Date	\$0.00	Paid To Date	\$10,879.58	\$51,757.44	\$177.00	\$62,814.02
Remaining	\$0.00	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
		Total Incurred	\$10,879.58	\$51,757.44	\$177.00	\$62,814.02

Details

BONILLA, WILFREDO

Job Title	TRUCK DRIVER		Indemnity	Medical	Other	Total
Injury	STRN NECK MVACC	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$529.57	\$0.00	\$529.57
Closed Date	02/24/2012	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	948102	Total Incurred	\$0.00	\$529.57	\$0.00	\$529.57
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	09/27/2011 (Tuesday, PM)					
Back to work	09/28/2011					
Claim Type	(MO)-MEDICAL ONLY					
Class Code	5					
Hire date	08/08/2011					
Description	IW WAS STRUCK FROM BEHIND BY ANOTHER VEHICLE CAUSING INJURING TO HIS NECK					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

CORTES, DONATO

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	MISC NOSE TOOL	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed					

Closed Date	11/14/2011		Indemnity	Medical	Other	Total
Case #	948807	Paid To Date	\$0.00	\$132.00	\$0.00	\$132.00
Adjustor	<u>KARLA KILLIAN</u>	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Claim Date	10/03/2011 (Monday, AM)	Total Incurred	\$0.00	\$132.00	\$0.00	\$132.00
Back to work	10/03/2011					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	12/05/2005					
Description	IW WAS HAMMERING TWO BY FOURS STAKING THE TREES, HE HIT WITH THE HAMMER INCORRECTLY WHEN THE HAMMER CAME BACK AND STRUCK HIM IN THE NOSE.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

DOMINGO-JOSE, MIGUEL

Job Title	LANDSCAPER		Indemnity	Medical	Other	Total
Injury	MISC SKULL FALL	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$7,417.50	\$0.00	\$7,417.50
Closed Date	04/30/2012	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	958765	Total Incurred	\$0.00	\$7,417.50	\$0.00	\$7,417.50
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	01/18/2012 (Wednesday, AM)					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	11/14/2011					
Description	IW SLIPPED GETTING TO ONE OF THE TRUCK AND HE FELL AND HIT HIS HEAD.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

FLORES, LUIS

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	MISC LBACK STRN	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$0.00	\$0.00	\$0.00
Closed Date	11/14/2011	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	947541	Total Incurred	\$0.00	\$0.00	\$0.00	\$0.00
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	09/21/2011 (Wednesday, AM)					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	09/20/2004					
Description	DURING THE PROCESS OF EXCAVATING A TRENCH THE IW FELT A STRANGE FEELING IN HIS LOWER BACK THAT PROGRESSED INTO PAIN LATER ON					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

JIMENEZ, BENITO

Job Title	LABER
Injury	MISC THUMB OBJCT
Status	Closed

Closed Date	03/06/2012		Indemnity	Medical	Other	Total
Case #	930767	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Adjustor	<u>VICKI REDMON</u>	Paid To Date	\$10,879.58	\$41,769.94	\$0.00	\$52,649.52
Claim Date	04/15/2011 (Friday)	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Back to work	07/01/2011	Total Incurred	\$10,879.58	\$41,769.94	\$0.00	\$52,649.52
Claim Type	(IB) INCOME BENEFIT					
Class Code	5					
Hire date	02/18/1994					
Description	IW HAD SPLINTER UNDER THUMB HE THOUGHT HE GOT IT OUT AND HAS INFECTION.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

LOPEZ, SANTOS

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	LACER UPLEG TOOL	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$258.90	\$0.00	\$258.90
Closed Date	10/31/2011	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	940609	Total Incurred	\$0.00	\$258.90	\$0.00	\$258.90
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	07/21/2011 (Thursday, AM)					
Back to work	07/22/2011					
Claim Type	(MO) MEDICAL ONLY					
Class Code	8227					
Hire date	00/00/0000					
Description	THE IW WAS WALKING PASSED A TURNED OFF CHAINSAW WHEN HE SUSTAINED A LEFT THIGH LACERATION					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

OROZCO, JUAN C

Job Title	LANDSCAPE LABORER		Indemnity	Medical	Other	Total
Injury	SPRN WRIST LFTNG	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$397.89	\$0.00	\$397.89
Closed Date	11/15/2011	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	942849	Total Incurred	\$0.00	\$397.89	\$0.00	\$397.89
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	08/10/2011 (Wednesday)					
Back to work	08/12/2011					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	04/20/2009					
Description	IW WAS UNLOADING PIPING OFF TRUCK WHEN IW FELT HISRIGHT HAND TWIST SPRAINING HIS WRIST.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

UMANZOR, JUAN A

Job Title	LABORER
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Injury	MISC SHLDR STRUK		Indemnity	Medical	Other	Total
Status	Closed	Paid this Month	\$0.00	\$190.00	\$0.00	\$190.00
Closed Date	06/05/2012	Paid To Date	\$0.00	\$1,251.64	\$177.00	\$1,428.64
Case #	938427	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Adjustor	<u>KARLA KILLIAN</u>	Total Incurred	\$0.00	\$1,251.64	\$177.00	\$1,428.64
Claim Date	06/20/2011 (Monday, AM)					
Back to work	06/21/2011					
Claim Type	(TT) TEMPORARY TOTAL					
Class Code	5					
Hire date	02/04/2011					
Description	WHILE CUTTING A TREE THE BRANCH FELL AND HIT ANOTHER TREE BOUNCING OFF AND STRIKING THE EMPLOYEE ON HIS RT SHOULDER.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				



My claims data as of June 8, 2012

Summary

State Written	FL	Florida - Single State	Claims by weekday	Monday	1
Policy Number		0196-05966-0		Tuesday	2
Policyholder		Arazoza Brothers Corporation		Wednesday	0
Policy Period		04/01/2010 - 04/01/2011		Thursday	1
Est. Annual Premium		\$88,945.91		Friday	0
Earned YTD Premium		\$88,945.91		Saturday	0
Total Incurred		\$53,182.13		Sunday	0
Loss Ratio		59.79%			
Open Claims		0			
Closed Claims		4			

Totals

Deductible	(None)		Indemnity	Medical	Other	Total
Billed This Month	\$0.00	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Billed To Date	\$0.00	Paid To Date	\$10,543.04	\$42,462.09	\$177.00	\$53,182.13
Remaining	\$0.00	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
		Total Incurred	\$10,543.04	\$42,462.09	\$177.00	\$53,182.13

Details

MASARIEGO GARCIA, FRANCISCO

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	STRN UPARM STRN	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$491.10	\$0.00	\$491.10
Closed Date	12/27/2010	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	907654	Total Incurred	\$0.00	\$491.10	\$0.00	\$491.10
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	09/16/2010 (Thursday, AM)					
Claim Type	(MO) MEDICAL ONLY					
Class Code	.42					
Hire date	02/22/2010					
Description	1/W WAS PULLING EXOCTIC PINES OUT OF PALM TREE & PULLED SOMETHING IN RIGHT ARM					
Deductible	Billed This Month	\$0:00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

RAMOS, MOISES

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	MISC.MULT FALL	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$10,543.04	\$39,073.74	\$177.00	\$49,793.78
Closed Date	03/30/2012					

Case #	921308		Indemnity	Medical	Other	Total
Adjustor	<u>VICKI REDMON</u>	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Claim Date	01/31/2011 (Monday, AM)	Total Incurred	\$10,543.04	\$39,073.74	\$177.00	\$49,793.78
Back to work	08/19/2011					
Claim Type	(TP) TEMPORARY PARTIAL					
Class Code	42					
In Litigation	Yes					
Hire date	06/29/2010					
Description	IW SLIPPED AND FELL LANDING ON A TREE BRANCH INJURING KNEE AND ANKLE. WHICH SIDE UNKNOWN.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

RUIZ-ANTONIO, RAFAEL

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	INFLA NECK ANIMA	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$384.75	\$0.00	\$384.75
Closed Date	07/22/2010	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	895154	Total Incurred	\$0.00	\$384.75	\$0.00	\$384.75
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	06/01/2010 (Tuesday, AM)					
Back to work	06/01/2010					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	01/22/2010					
Description	WHILE CLEARING PLANTS IW WAS BIT BY CATERPILLAR ON NECK CAUSING INFLAMMATION AND FEVER.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

VASQUEZ MENDEZ, SANTOS

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	MISC EAR OTHER	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$2,512.50	\$0.00	\$2,512.50
Closed Date	12/20/2010	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	904999	Total Incurred	\$0.00	\$2,512.50	\$0.00	\$2,512.50
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	08/24/2010 (Tuesday, AM)					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	07/18/2008					
Description	IW WAS STAKING A TREE, HE LOST CONTROL OF A 2X4 LUMBER CAUSING A CUT BEHIND HIS LEFT EAR.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				



My claims data as of June 8, 2012

Summary

State Written	Florida - Single State	Claims by weekday	Monday	3
Policy Number	0196-05966-0		Tuesday	1
Policyholder	Arazoza Brothers Corporation		Wednesday	1
Policy Period	04/01/2009 - 04/01/2010		Thursday	1
Est. Annual Premium	\$120,867.12		Friday	0
Earned YTD Premium	\$120,867.12		Saturday	0
Total Incurred	\$14,412.80		Sunday	0
Loss Ratio	11.92%			
Open Claims	0			
Closed Claims	6			

Totals

Deductible	(None)		Indemnity	Medical	Other	Total
Billed This Month	\$0.00	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Billed To Date	\$0.00	Paid To Date	\$4,500.00	\$8,434.30	\$1,478.50	\$14,412.80
Remaining	\$0.00	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
		Total Incurred	\$4,500.00	\$8,434.30	\$1,478.50	\$14,412.80

Details

APARICIO, RUBEN

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	MISC FOOT OBJEC	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$1,718.24	\$0.00	\$1,718.24
Closed Date	03/01/2010	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	861317	Total Incurred	\$0.00	\$1,718.24	\$0.00	\$1,718.24
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	07/13/2009 (Monday, PM)					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	10/13/2008					
Description	IW WAS BREAKING GROUND AND STRUCK REBAR TO BREAK A ROCK AND A PIECE OF METAL STRUCK HIS RIGHT FOOT.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

FIGUEROA, CESAR

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	LACER UPLEG TOOL	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$495.00	\$0.00	\$495.00
Closed Date	06/30/2010					

Case #	875494		Indemnity	Medical	Other	Total
Adjustor	<u>KARLA KILLIAN</u>	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Claim Date	10/20/2009 (Tuesday, AM)	Total Incurred	\$0.00	\$495.00	\$0.00	\$495.00
Back to work	10/21/2009					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	01/12/2009					
Description	THE IW SUSTAINED A RIGHT THIGH LACERATION FROM A MATCHETE WHILE HE WAS USING IT TO TRIM TREES					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

GONZALES, LEONARDO

Job Title	FIELD WORKER		Indemnity	Medical	Other	Total
Injury	LACER FINGR PUNCT	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$104.00	\$0.00	\$104.00
Closed Date	03/22/2010	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	872156	Total Incurred	\$0.00	\$104.00	\$0.00	\$104.00
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	10/15/2009 (Thursday, AM)					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	08/10/2009					
Description	IW WAS TRIMMING A TREE WHEN THE MACHETE SLIPPED OUT OF HAND, HE TRIED TO CATCH IT AND IT LACERATED RIGHT INDEX FINGER.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

LOPEZ, SANTOS

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	PUNCT FINGR PUNCT	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$427.40	\$0.00	\$427.40
Closed Date	11/22/2010	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	875902	Total Incurred	\$0.00	\$427.40	\$0.00	\$427.40
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	11/16/2009 (Monday, PM)					
Back to work	11/18/2009					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	00/00/0000					
Description	WHILE STAKING PALMS WITH 2X4'S, THE LUMBER SLIPPED, CAUSING A SPLINTER TO PUNCTURE IW'S RIGHT INDEX FINGER THROUGH THE GLOVE.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

MORALES, MARIO

Job Title	LANDSCAPE		Indemnity	Medical	Other	Total
Injury	Mult MULT LFTNG	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed					

Closed Date	04/19/2010		Indemnity	Medical	Other	Total
Case #	860014	Paid To Date	\$4,500.00	\$5,554.66	\$1,478.50	\$11,533.16
Adjustor	<u>SHEILA BLACK</u>	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Claim Date	06/08/2009 (Monday)	Total Incurred	\$4,500.00	\$5,554.66	\$1,478.50	\$11,533.16
Claim Type	(TP) TEMPORARY PARTIAL					
Class Code	42					
In Litigation	Yes					
Hire date	10/13/2008					
Description	WHILE HELPING TO LIFT 100 GALLON CONTAINER OF WATER, IW EXPERIENCED PAIN TO LOWER BACK, LUMP TO GOIN AREA, AND INGUINAL HERNIA.					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

VELASQUEZ, AUGUSTIN

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	MISC MULT ANIMA	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$135.00	\$0.00	\$135.00
Closed Date	02/01/2010	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	862437	Total Incurred	\$0.00	\$135.00	\$0.00	\$135.00
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	07/22/2009 (Wednesday, PM)					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	10/13/2008					
Description	WHILE WORKING ON JOBSITE, I/W STUMBLED INTO A WASP OR BEE NEST, I/W WAS STUNG SEVERAL TIMES ALL OVER HIS BODY					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				



My claims data as of June 8, 2012

Summary

State Written	Florida - Single State	Claims by weekday	Monday	2
Policy Number	0196-05966-0		Tuesday	0
Policyholder	Arazoza Brothers Corporation		Wednesday	0
Policy Period	04/01/2008 - 04/01/2009		Thursday	2
Est. Annual Premium	\$164,515.97		Friday	0
Earned YTD Premium	\$164,515.97		Saturday	0
Total Incurred	\$40,762.18		Sunday	0
Loss Ratio	24.78%			
Open Claims	0			
Closed Claims	4			

Totals

Deductible	(None)		Indemnity	Medical	Other	Total
Billed This Month	\$0.00	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Billed To Date	\$0.00	Paid To Date	\$6,931.08	\$33,829.85	\$1.25	\$40,762.18
Remaining	\$0.00	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
		Total Incurred	\$6,931.08	\$33,829.85	\$1.25	\$40,762.18

Details

ESPITIA, OSCAR

Job Title	CREW LEADER		Indemnity	Medical	Other	Total
Injury	SPRN KNEE OTHER	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$5,645.96	\$11,642.63	\$1.25	\$17,289.84
Closed Date	08/26/2009	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	823530	Total Incurred	\$5,645.96	\$11,642.63	\$1.25	\$17,289.84

Adjustor

DIANNE RICHEY

Claim Date

08/04/2008 (Monday, PM)

Back to work

08/25/2008

Claim Type

(IB) INCOME BENEFIT

Class Code

42

Hire date

12/02/2004

Description

WHILE WALKING THROUGH JOBSITE, ONE OF IW'S LEGS FELL INTO A HOLE RESULTING IN LEFT KNEE SPRAIN.

Deductible

Billed This Month	\$0.00
Billed To Date	\$0.00
Remaining	\$0.00

ESPITIA, OSCAR

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	FBODY EYE FBODY	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed					

Closed Date	03/09/2009		Indemnity	Medical	Other	Total
Case #	833307	Paid To Date	\$0.00	\$1,137.34	\$0.00	\$1,137.34
Adjustor	<u>KARLA KILLIAN</u>	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Claim Date	08/28/2008 (Thursday, AM)	Total Incurred	\$0.00	\$1,137.34	\$0.00	\$1,137.34
Back to work	08/28/2008					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	12/02/2004					
Description	IW WAS RUNNING A PIECE OF EQUIPMENT WHEN HE GOT DEBRIS FROM A TREE IN HIS RIGHT EYE					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

MENDEZ, JUAN

Job Title	FOREMAN		Indemnity	Medical	Other	Total
Injury	MISC HAND UNDR	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$0.00	\$147.00	\$0.00	\$147.00
Closed Date	06/24/2009	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	845805	Total Incurred	\$0.00	\$147.00	\$0.00	\$147.00
Adjustor	<u>KARLA KILLIAN</u>					
Claim Date	02/23/2009 (Monday, PM)					
Back to work	02/24/2009					
Claim Type	(MO) MEDICAL ONLY					
Class Code	42					
Hire date	03/19/2007					
Description	WHILE PLANTING A PALM IN GROUND WITH BACKHOE AND TREE BOOM, IWS RIGHT HAND BECAME CAUGHT BETWEEN TREE BAR AND PALM TREE					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

ORTEGA, JOMERSITO

Job Title	LABORER		Indemnity	Medical	Other	Total
Injury	FX UPARM OBJEC	Paid this Month	\$0.00	\$0.00	\$0.00	\$0.00
Status	Closed	Paid To Date	\$1,285.12	\$20,902.88	\$0.00	\$22,188.00
Closed Date	11/27/2009	Reserves	\$0.00	\$0.00	\$0.00	\$0.00
Case #	811867	Total Incurred	\$1,285.12	\$20,902.88	\$0.00	\$22,188.00
Adjustor	<u>ANA CHAVEZ</u>					
Claim Date	05/08/2008 (Thursday, PM)					
Back to work	06/09/2008					
Claim Type	(IB) INCOME BENEFIT					
Class Code	5					
Hire date	00/00/0000					
Description	WHILE PLANTING A PALM TREE, THE WIND BLEW THE PALM TREE, CAUSING IT TO FALL ONTO IW, RESULTING IN FRACTURE TO RIGHT CLAVICLE AND LOSS OF CONSCIOUSNESS					
Deductible	Billed This Month	\$0.00				
	Billed To Date	\$0.00				
	Remaining	\$0.00				

CHECKLIST
E-RFP #20120040

Proposals for Commercial Landscaping Services

Name of Proposer: Arazoza Brothers Corporation

This checklist is provided to assist Proposers in the preparation of their Electronic Request for Proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their E-RFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Sealed E-RFP in its entirety.

- N/A Each Addendum (when issued) is acknowledged on the E-RFP Questionnaire.
- ✓ Required W-9 as per Section 1.17.1 uploaded to Demandstar.
- ✓ Copy of Insurance Certificate in accordance with Section 4 of the E-Bid documents uploaded to Demandstar.
- ✓ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- ✓ Maintenance of Traffic certification uploaded to Demandstar.
- ✓ Reviewed the Contract and accept all City Terms and Conditions.
- ✓ Contractor's Questionnaire uploaded to Demandstar (pages 16 -21).
- ✓ 5 completed Reference Check Forms uploaded to Demandstar (page 23).
- ✓ Inventory list or Agreements with suppliers inserted into the Questionnaire.
- ✓ Equipment List uploaded to Demandstar.
- ✓ Safety Plan & Workers' Compensation claims list uploaded to Demandstar.
- N/A List of all sub-contractors (list on the Questionnaire).
- ✓ Organizational Chart.
- ✓ Resumes of key personnel that will be assigned to this Contract.
- ✓ Drug Free Form.
- ✓ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-RFP REPLY SHEET

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Arazoza Brothers Corporation

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO Box 924890

City, state, and ZIP code
Homestead FL 33031

Requester's name and address (optional)
**City of Port St Lucie
121 SW Port St Lucie Blvd
Port Saint Lucie FL 34984**

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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or

Employer identification number

6510031332

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

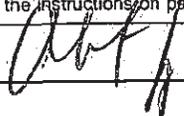
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person



Date

6/11/12

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/12

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).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 James F. Murphy	954-776-2222 954-776-4446	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Arazoza Brothers Corporation Agri Brothers Corp. Arcost LLC Abre investment LLP, Abre Hendry LLC Arco Partners LLC P.O. Box 924890 Princeton, FL 33092	INSURER A: Massachusetts Bay Ins Co		22306
	INSURER B: Hanover American Insurance Co		36064
	INSURER C: Hanover Insurance Co.		22292
	INSURER D: Bridgefield Casualty Ins Co		10335
	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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		LDJ838553106	08/05/11	08/05/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AZJ837787305	08/05/11	08/05/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UHJ838553505	08/05/11	08/05/12
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	019605966	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<input type="checkbox"/> Leased & Rented Equipment		IHJ364248503	08/05/11	08/05/12	Each Item 200,000 Aggregate 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Port St Lucie is listed additional insured with respects to general liability as required by written contract. 30 days notice of cancellation except 10 days notice for non-payment of the premium.

CERTIFICATE HOLDER City of Port St Lucie 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 
--	--

summit

...the people who
know workers' comp™

LOSS CONTROL SERVICES

February 21, 2002

Ms. Rosey Ferrino
Arazoza Brothers Corporation
Post Office Box 924890
Princeton, FL 33092

To Whom It May Concern:

Arazoza Brothers Corporation, including Agri Brothers Corporation and Aqualawn, Inc., has an active workers' compensation insurance policy with Bridgefield Employers Insurance Company.

We have reviewed and verified the compliance of their Drug-Free Workplace Program with the Florida requirements under F.S. 440.102.

Accordingly, we consider Arazoza Brothers Corporation, including Agri Brothers Corporation and Aqualawn, Inc., an active employer in good standing with the Drug-Free Workplace Program. We have issued premium credit applicable to their workers' compensation insurance policy effective March 10, 2000.

Sincerely,



Steven A. Smithson
Director

SAS:mlh

P.O. Box 1087 • Lakeland, FL 33802-1087
(863) 665-6060 • 1-800-282-7648 • Fax (863) 665-3546
www.summitholdings.com

CITY OF PORT ST. LUCIE
BUILDING DEPARTMENT
COMPUTER SERVICE MEMBER
EXPIRE: 09/30/12

111105

ARAZOZA, ALBERTO
ARAZOZA BROTHERS CORPORATION
15901 SW 242ND ST
HOMESTEAD, FL 33031

SIGNATURE

GENERAL CONTRACTOR

FL#: CGC1506166

PSL12*11385

AC# 4980714

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060200549

DATE	BATCH NUMBER	LICENSE NBR
06/02/2010	000000000	CGC1506166

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

ARAZOZA, ALBERTO JOSE
ARAZOZA BROTHERS CORPORATION
15901 SW 242 STREET
HOMESTEAD FL 33031

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

211194-6

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME / LOCATION
ARAZOZA BROTHERS INC
15901 SW 242 ST
33031 UNIN DADE COUNTY

RECEIPT NO. 222152-1

OWNER
ARAZOZA BROTHERS INC

Sec. Type of Business
213 SERVICE BUSINESS

EMPLOYEE/S
50

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT PERMIT THE HOLDER TO VIOLATE ANY EXISTING REGULATORY OR ZONING LAWS OF THE COUNTY OR CITIES. NOR DOES IT EXEMPT THE HOLDER FROM ANY OTHER PERMIT OR LICENSE REQUIRED BY LAW. THIS IS NOT A CERTIFICATION OF THE HOLDER'S QUALIFICATIONS.

NOT A CONTRACTORS RECEIPT

DO NOT FORWARD

ARAZOZA BROTHERS INC
ALBERTO ARAZOZA
P O BOX 924890
PRINCETON FL 33092

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR

07/13/2011
09010131001
000375.00

|||||598.1

SEE OTHER SIDE

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

552423-7

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME / LOCATION
ARAZOZA BROTHERS CORP
15901 SW 242 ST
33031 UNIN DADE COUNTY

RECEIPT NO. 407669-1
CC # 04P000960

OWNER
ARAZOZA BROTHERS CORP
Sec. Type of Business
196 SPECIALTY PLUMBING CONTRACTOR

WORKER/S
3

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TIONS.

DO NOT FORWARD

ARAZOZA BROTHERS CORP
ALBERT ARAZOZA PRES
PO BOX 924890
HOMESTEAD FL 33092

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

08/09/2011
60090000129
000075.00



SEE OTHER SIDE

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1st FLOOR
MIAMI, FL 33130

2011 MUNICIPAL CONTRACTOR'S TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
PURSUANT TO COUNTY CODE SEC. 10-24
EXPIRES SEPT. 30, 2012

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

THIS IS NOT A BILL - DO NOT PAY

RECEIPT NO 30-4076691. CC NO: 04P000960

BUSINESS NAME / LOCATION

ARAZOZA BROTHERS CORP
15901 SW 242 ST
OWNER : ARAZOZA BROTHERS CORP

RECEIPT HOLDER MAY DO
BUSINESS AS A CONTRACTOR
AS SPECIFIED HEREON.

SEE BACK OF RECEIPT FOR
A LIST OF NON-PARTICIPATING
MUNICIPALITIES

SPECIALTY PLUMBING CONTRACTOR

Receipt holder must
register in the city
where work is to be
done.

DO NOT FORWARD

ARAZOZA BROTHERS CORP
ALBERT ARAZOZA PRES
PO BOX 924890
HOMESTEAD FL 33092

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:
08/09/2011
60090000130
000175.00



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

04P000960

ARAZOZA BROTHERS CORPORATION

D.B.A.:

ARAZOZA ALBERTO

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2013

0003 QUALIFYING TRADE(S)
LAWN SPRINKLER

Charles Danger P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

www.miamidade.gov/building



Florida Department of Agriculture and Consumer
Services

Division of Marketing and Development
Mayo Building M-38
Tallahassee, Florida 32308

69995

Business Mailing Address:

ARAZOZA BROTHERS CORPORATION
DBA: ARAZOZA BROTHERS CORPORATION
PO BOX 924890
HOMESTEAD, FL33092-4890

Location Address:

ARAZOZA BROTHERS CORPORATION
15901 SW 242ND ST
HOMESTEAD, FL33031-4003

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 License and Bond
850-488-4101
Tallahassee, Florida

Issue Date: 05/02/2012

Fee Amt Paid: \$300

FEIN: 65-0031332

Effective Date: 05/18/2012

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 # 69995 - 7
ARAZOZA BROTHERS CORPORATION
DBA: ARAZOZA BROTHERS CORPORATION
15901 SW 242ND ST
HOMESTEAD, FL33031-4003

Commodity Code: 1
Bonding Company: THE GUARANTEE COMPANY OF NORTH AMERI
Bond Amount: \$100,000

Field Representatives: LARSON PHIPPS

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.



The Florida Nursery, Growers & Landscape Association
Confers on

Eduardo Arazoza, Sr.

Certificate No. C33 0148

The Title of

ENGLA Certified Landscape Contractor (FCLC)



March 31, 2013

Expiration Date

April, 1998

Certified Since

Monry King

James Lee

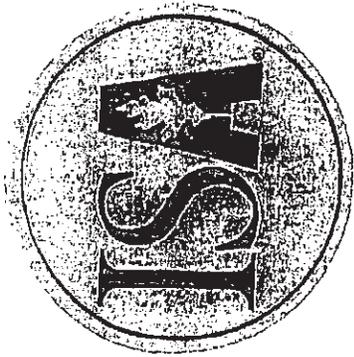
Ben Shady

Henry Holt

International Society of Arboriculture Certified Arborist

Jedd A Kenny

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Jim Siskier, Executive Director
International Society of Arboriculture

FL-6134A Nov 14, 2009 Dec 31, 2012
Certification Number Certified Since Expiration Date

Licensed Pesticide Applicator Detail

[Print](#)

[Close](#)

Applicator's Name

City, State

KLOSS, ROBERT W	STUART, FL
-----------------	------------

License No.

License Status

License Type:

CM12109	Normal	Commercial RUP Applicator License
---------	--------	-----------------------------------

License Categories

Aquatic Pest Control, Natural Areas Weed Management, Ornamental and Turf Pest Control, Right-Of-Way Pest Control
--

Original Issue Date

Last Issue Date

Expiration Date

11/12/1996	12/16/2008	11/30/2012
------------	------------	------------

Company Name

Agent Count: 0

LANDSCAPE & IRRIGATION

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



3795 Sneed Road
Fort Pierce, FL 34945

Phone: 772-467-1230

FDPE Qualified
DBE Certified

Fax: 772-467-8923

Letter of Transmittal

Nature's Keeper Inc. understands that if awarded the contract for RFP-20120040, we will be responsible for providing pricing for the installation of plant material at various locations throughout the City of Port St. Lucie, for a period of twenty-four (24) months, with an optional renewal for an additional twenty-four (24) months. We further understand that we will have a maximum of seven (7) calendar days from receipt of notice to respond.

Nature's Keeper Inc. has been in operation for twenty five (25) years in Saint Lucie County, and has fulfilled numerous contractual obligations ranging in value from fifty (\$50.00) Dollars, to Five Million (\$5,000,000.00) Dollars for municipalities including, but not limited to, The City of Port St. Lucie, City of Fort Pierce, and the Florida Department of Transportation.

We are a financially sound company, currently having a bonding capacity of Fifteen Million (\$15,000,000.00) Dollars.

Nature's Keeper currently employs a staff of 35 full time employees, many of whom have been with us for over ten (10) years. We pride ourselves in being proactive. We always strive to be there when you need us, and to offer any assistance that you may need.

Nature's Keeper strives to excel in all areas. We have maintained a superior working relationship with the City of Port St. Lucie, City of Fort Pierce, and St. Lucie County. In the past we have grown out products for these municipalities in an effort to defray costs to them. We have also, in the past, and present, grown out plant material for the Keep Port St. Lucie Beautiful committee, for their annual Tree Give-Away. We are very community oriented, providing both sponsorship, and in kind services, to an assortment of events.

We wish to thank you in advance for considering our proposal package, and we look forward to a continued professional working relationship with the City of Port St. Lucie.

6. PROPOSER'S QUESTIONNAIRE

E-RFP #20120040

Proposals for Commercial Landscaping Services

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, surety, bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 31 day of May, 2012.

Notices Keeper Inc.
Name of Organization / Proposer

Submitted by: ROBERTA WEST / PRESIDENT
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation, answer the following:

When incorporated 1992

In what State FL.

Name of Officers:

President Roberto West

Vice President Stewart Feketa David Rowlands Krysten Bieger

Secretary Roberta West

Treasurer Krysten Bieger

3. If a Partnership, answer the following:

Date of organization

General Limited

Partnership

Name and address of each partner:

[Blank lines for partner information]

(Attach additional pages if necessary)

Proposals for Commercial Landscaping Services

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

Natures Keeper Inc.
 3795 Speed Rd.
 Fort Pierce, FL 34945
 Phone: 772-467-1230
 Fax: 772-467-8923
 Stewart Feketa: Stewart@natures-keeper.com

5. Firm's previous names (if any) What year(s) _____
 N/A

6. Area of expertise: Landscape, Irrigation, Grassing, Mowing

7. How many years has your organization been in business? 25

8. State response time after receipt of notice if the firm cannot respond within seven (7) business days as stated in the Intent: _____ business days

9. Describe organization profile, including the size, range of activities, licenses, etc.
See Attached

(This is a Word document – add lines if needed)

10. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	4	4	4
b. Managers	2	2	2
c. Supervisors Senior Staff	4	4	4
d. Other Professional Staff	30	40	30
g. Total number of full time personnel	40	50	40

11. What is the commercial landscaping experience of the principals and supervisory personnel of your organization?

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
Stewart Feketa	VP	20	75	Supervision/OC
David Rowlands	VP	17	75	Supervision/OC
Krysten Bieger	VP/T	12	20	Admin
Roberta West	P/S	25	20	Admin

(This is a Word document. Insert resumes of personnel to demonstrate past performance on projects valued at \$150,000.00 or more that will be assigned to this contract. Limit to one page per person.)

12. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firm on prior similar contracts with a value of \$150,000.00 each or more.

Name	Work Performed
Stewart Feketa	management + supervision
David Rowlands	management + supervision

(This is a Word document. Insert all information that will demonstrate the firm's qualifications.)

13. Provide an organizational chart identifying the relationship of the entity and sub-contractors (if any) and the role description of key personnel proposed. The Proposer should demonstrate that the proposed manpower level is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the landscaping services required by the City. *Attached*

14. State your firm's commitment to perform in a timely fashion:

Natures Keeper takes pride in the fact that we have never failed to complete a contract within the specified time frame. Often, we have completed projects with an accelerated schedule.

15. Describe your plant inventory and/or holds an Agreement with an outside source of inventory that may be used on City projects:

Plant	Size	Quantity	In Inventory or Outside Source
<i>See Attached</i>			

(Attach additional pages, if necessary)

16. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads
Stewart Feketa	Management + Supervision - ASL projects
David Rowlands	Management + Supervision - ASL projects

17. State your firm's ability to meet budget and schedule:

Historically, Natures Keeper has met budget amounts. In many instances we have completed contracts under the budgeted amount. We have always met deadlines, even when the schedule has been accelerated.

Proposals for Commercial Landscaping Services

18. Provide information regarding any favorable cost containment, innovated approaches or ideas that have been successful for you:

We believe organization is a critical tool in cost containment. We complete one task before moving on to another. Strive to do a professional, quality job to avoid returning to correct deficiencies. Ability to foresee a potential problem and make necessary corrections.

19. Identify any sub-contractor(s) that will be involved that you hire on a regular basis, including address(s) and a description of qualification(s).

Name	Address	Qualifications
N/A		

20. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

NO

(This is a Word document – add lines if needed)

21. What warranties would you offer the City for installation on irrigated sites?

1 year warranty

22. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No ()

If yes, please explain:

23. List any lawsuits / litigations pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

NONE

Proposals for Commercial Landscaping Services

 (N/A is not an answer - list all in this section)

24. List any judgments from lawsuits in the last five (5) years:

NONE

(N/A is not an answer - list all in this section)

25. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

NONE

(N/A is not an answer - list all in this section)

26. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes (X) No ()

If "Yes" was checked, include a copy of certificate with proposal. Attached

27. Has the Proposer obtained a Payment & Performance Bond within the last five (5) years?

Yes (X) No ()

If "Yes" was checked, state the bonding capacity of the firm. \$ 15,000,000 .

28. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

ADDENDUM ACKNOWLEDGMENT - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

AGREEMENT - Proposer agrees to comply with all requirements stated in the specifications for this E-RFP.

Proposals for Commercial Landscaping Services

CERTIFICATION:

This RFP is submitted by: I, (print) ROBERTA WEST, am an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this E-RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this E-RFP.

Proposer has read and accepts the terms and conditions of the City's standard contract:

Roberta West President/Secretary
Signature Title

If a corporation renders this E-RFP, the corporate seal attested by the secretary shall be affixed below. Any agent signing this E-RFP shall attach to this form evidence of legal authority.

Natures Keeper Inc.
Print Name of Firm

Roberta West
Signature

LANDSCAPE & IRRIGATION

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



3795 Sneed Road
Fort Pierce, FL 34945

Phone: 772-467-1230

FDPE Qualified
DBE Certified

Fax: 772-467-8923

Nature's Keeper was established in 1987 as a residential maintenance company. Over the years we have evolved into a minority owned, full Landscape, Irrigation and Sod Company servicing the tri-county area. We are located on 35 acres of land North of SR 70, on Sneed Road, in Fort Pierce. Situated in Fort Pierce, we are readily available for any work to be performed, even with short notice.

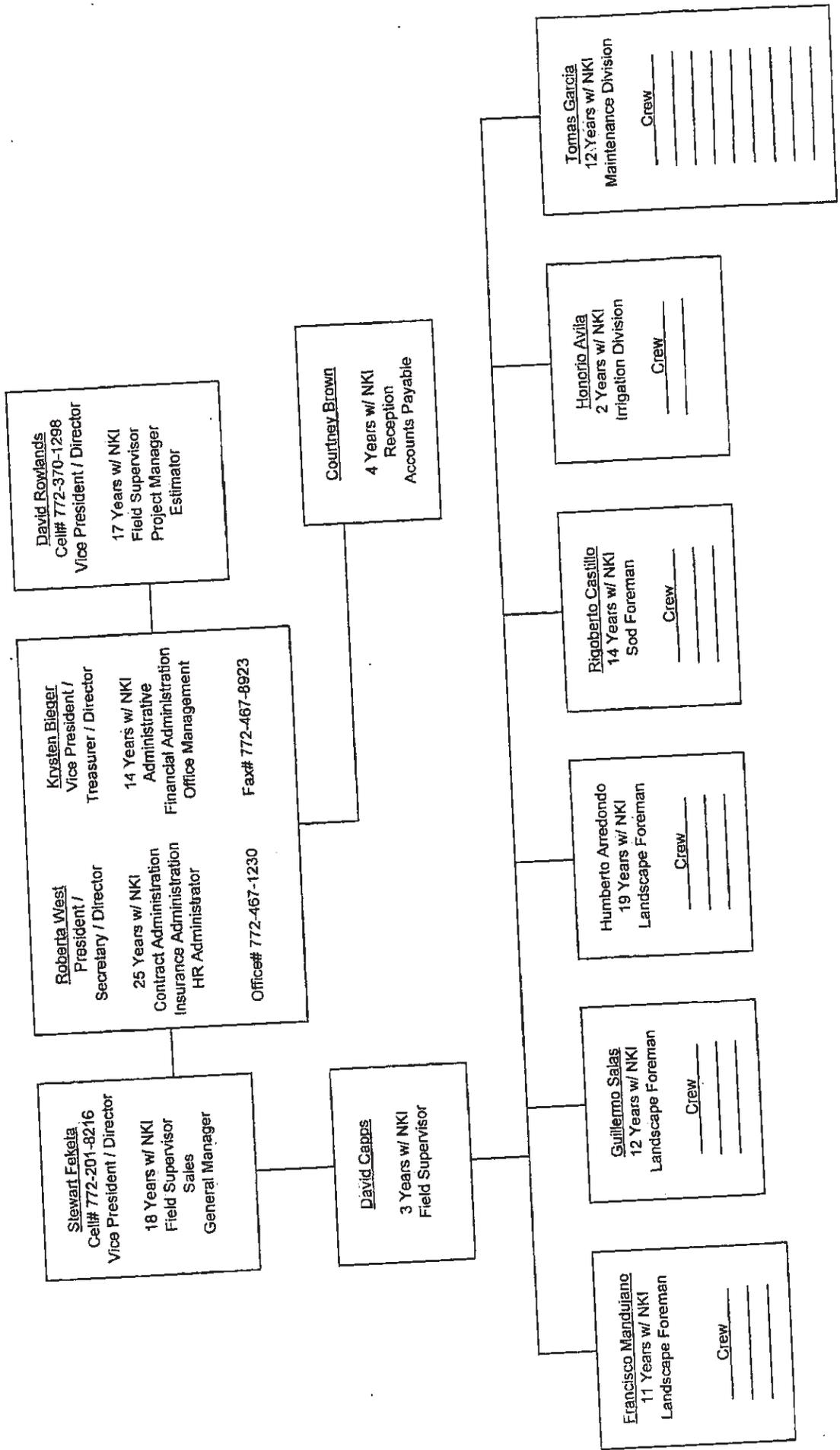
The amount of acreage we own provides us the opportunity to procure plant material and trees early on in a contract. If time allows, we have the capability to step the material up in containers to ensure availability and reduce costs to our clients. This also ensures us of the ability to maintain quality material.

Nature's Keeper is a well-staffed firm, and gives personal commitments from our ownership to our clients. We currently employ a staff of 40 full time employees. Approximately 80% of our work force resides in St. Lucie County.

Nature's Keeper provides a wide range of services, including, but not limited to Landscape, Irrigation and Sod Installation. We also perform Hydro-seed and Seed and Mulch. In addition, we install and maintain silt fence, turbidity barrier and safety fence. We have also implemented a maintenance program, which consists of flat mowing, slope mowing, edging, weed control, and litter pick up.

We pride ourselves in being a proactive company. If you need our assistance on a project, we strive to be there when you need us.

In the past twenty five years, Nature's Keeper has successfully completed many projects for municipalities as well as FDOT. These contracts range in value from \$50.00 to \$5,000,000.00. We have never failed to meet contractual obligations, and have never failed to complete a contract on time. In fact, we have completed several projects with an accelerated schedule, and have finished under the original contract value.



Stewart Fekela
Cell# 772-201-8216
Vice President / Director
18 Years w/ NKI
Field Supervisor
Sales
General Manager

Knysten Bieger
Vice President / Director
Treasurer / Director
14 Years w/ NKI
Administrative
Financial Administration
Office Management
Fax# 772-467-8923

Roberta West
President / Director
Secretary / Director
25 Years w/ NKI
Contract Administration
Insurance Administration
HR Administrator
Office# 772-467-1230

David Rowlands
Cell# 772-370-1298
Vice President / Director
17 Years w/ NKI
Field Supervisor
Project Manager
Estimator

Courtney Brown
4 Years w/ NKI
Reception
Accounts Payable

David Capps
3 Years w/ NKI
Field Supervisor

Francisco Mandujano
11 Years w/ NKI
Landscape Foreman
Crew

Guillermo Salas
12 Years w/ NKI
Landscape Foreman
Crew

Humberto Arredondo
19 Years w/ NKI
Landscape Foreman
Crew

Rigoberto Castillo
14 Years w/ NKI
Sod Foreman
Crew

Honorio Avila
2 Years w/ NKI
Irrigation Division
Crew

Tomas Garcia
12 Years w/ NKI
Maintenance Division
Crew



Natures Keeper Inc.
 3795 Sneed Rd
 Fort Pierce, FL 34945
 PH: 772-467-1230
 FX: 772-467-8923
David@Natures-keeper.com

June 1st 2012

Tree Inventory

DESCRIPTION	SPECIFICATION	UNIT	QTY	UNIT PRICE	TOTAL
	#15	Ea	2	Order	
Live Oak	#30	Ea	183	Order	
Live Oak	#45	Ea	310	Order	
Live Oak	#65	Ea	69	Order	
Live Oak	#100	Ea	14	Order	
Live Oak	#15	Ea	4	Order	
Red Maple	#30	Ea	8	Order	
Red Maple	#45	Ea	0	Order	
Red Maple	#65	Ea	79	Order	
Red Maple	#65	Ea	68	Order	
Cathedral Live Oak	#30	Ea	100	Order	
Laurel Oak	#65	Ea	28	Order	
Laurel Oak	#45	Ea	133	Order	
Crape Myrtle	#65	Ea	16	Order	
Crape Myrtle	#65	Ea	17	Order	
Sycamore	#15	Ea	300	Order	
Slash Pine	#30	Ea	100	Order	
Slash Pine	#45	Ea	71	Order	
Slash Pine	#65	Ea	32	Order	
Slash Pine	#15	Ea	1144	Order	
Wax Myrtle	#30	Ea	381	Order	
Wax Myrtle	#45	Ea	196	Order	
Wax Myrtle	#65	Ea	202	Order	
Wax Myrtle	#15	Ea	41	Order	
Bald Cypress	#30	Ea	142	Order	
Bald Cypress	#45	Ea	40	Order	
Bald Cypress	#65	Ea	14	Order	
Bald Cypress	#45	Ea	8	Order	
Silver Buttonwood	#15	Ea	7	Order	
Magnolia	#65	Ea	26	Order	
Magnolia					



**BECKER
TREE FARM
& NURSERY**

2400 S.E. Bridge Rd. Hobe Sound, FL 33455
(772) 545-2187
(772) 546-6706 FAX

May 22, 2012

RE: Becker Tree Farm / Natures Keeper

To Whom it May Concern:

This letter is to serve notice that Natures Keeper of Fort Pierce, FL, has been a regular customer of Becker Tree Farm for over seven years.

During that time, Becker Tree Farm has become a leader in the production of container and field grown trees and palms. The 2007 F.N.G.L.A. Grower of the Year award recipient, Becker Tree Farm strives to produce quality Florida Fancy, #1 and #2 trees for all phases of landscaping. Many of Becker Tree Farm's customers are not only landscape professionals, but municipalities which demand quality and value. Becker Tree Farm utilizes state of the art practices in its production of #30 to #670 gallon material. It is for these reasons Becker Tree Farm continues to operate a successful five-hundred acre tree farm on the Palm Beach / Martin County border.

If you have any additional questions concerning Becker Tree Farm, do not hesitate to call me on my cell 561-531-8019 or e-mail me at john@beckerholding.com.

Sincerely,

John Fracalossi



www.beckertreefarm.com

June Availability

Sales 772-546-3541 Delivery Available
Prices FOB Hobe Sound, Fla

Wholesale Policy - Any person or entity who does not follow under the following titles of landscape/lawn maintenance companies, nursery men or active building contractors with current licenses on file is not subject to wholesale pricing and is considered a retail customer.

Trees

Name	Size	Height	Spread	Caliper	Price
	#30	10			GET PRICE
Adonidia Palm Triple	B&B	10'			GET PRICE
Adonidia Palm Triple	#15	6-7'			GET PRICE
Adonidia Triple	#15	6'	3-4'		GET PRICE
Areca Palm	B&B	12'			GET PRICE
Areca Palm	#30	9-10'	5'	2-3"	GET PRICE
Bald Cypress	#45	12'	6'	4-5"	GET PRICE
Bald Cypress	#30	9'-10'	4'	1.5"	GET PRICE
Cassia Surrattensis	#30	10-11'	6'	3.5-5"	GET PRICE
Crape Myrtle Multi's	#45	11-12'	8'	4"	GET PRICE
Crape Myrtle Multi's	#65	13-14'	6-8'	4-6"	GET PRICE
Crape Myrtle Multi's	#30	10'	3'-4'	2"	GET PRICE
Crape Myrtle Standard	#30	9-10'	3'+	1.75-2"	GET PRICE
Dahoon Holly **NEW CROP**	#45	10-12'	4'	2.5"	GET PRICE
Dahoon Holly FTB	#30	10'	4'	2"	GET PRICE
Eagleston Holly STD/FTB	#45	12'	5'	2.5-3"	GET PRICE
Eagleston Holly STD/FTB **SALE CROP**	#45	11-13'	4-5'	2.25-3"	GET PRICE
East Palatka Holly	#100	14-16'	6-8'	3.5"	GET PRICE
East Palatka Holly	#30	8-10'	3'+	2"	GET PRICE
East Palatka Holly **NEW CROP**	B&B	12-20'			GET PRICE
Foxtail Palm SG	#30	10'			GET PRICE
Foxtail Palms	B&B	12-22'			GET PRICE
Foxtail Palms DBL	#30	5'-6'	3.5'-4'		GET PRICE
Green Buttonwood Bush	#45	7'-8'	3.5'-4'		GET PRICE
Green Buttonwood Bush	#30	9'	3'	2"	GET PRICE
Gumbo Limbo	#45	12'	5-6'	4"	GET PRICE
Gumbo Limbo	#15	7'-8'			GET PRICE
Italian Cypress	#30	6'			GET PRICE
Japanese Blueberry	#30	6'	5'		GET PRICE
Jatropha Multi	#30	12'	6'	3"	GET PRICE
Laurel Oak	#45	14'	6-7'	3.5-4"	GET PRICE
Laurel Oak	#30	4.5'-5'	5'		GET PRICE
Ligustrum	#65	6'-6.5'	7'		GET PRICE
Ligustrum	#100	7-7.5'	7.5'-8'		GET PRICE
Ligustrum	#300	8'-9'	8'-9'		GET PRICE
Ligustrum	#670	22-24'	16-18'	8-10"	GET PRICE
Live Oak Cathedral ** NEW CROP**	B&B	22-24'	14-16'	8"	GET PRICE
Live Oak Cathedral ** NEW CROP**	B&B	22'-28'	16'	10"	GET PRICE
Live Oak Ranch	#30	12'	4'-5'	2-2.5"	GET PRICE
Live Oak- Seed or Cathedral **NEW CROP**	#45	14-15'	7'	3"	GET PRICE
Live Oak- Seed or Cathedral **NEW CROP**	#65	16'	8'	3.25-3.75"	GET PRICE
Live Oak- Seed or Cathedral **NEW CROP**					

Live Oak- Seed or Cathedral **NEW CROP**
Live Oak- Seed or Cathedral **NEW CROP**
Live Oak- Seed or Cathedral **SALE CROP**
Live Oak- Seed or Cathedral **SALE CROP**
Live Oak- Seed or Cathedral **SALE CROP**
Magnolia 'Bracken's Brown Beauty
Magnolia DD Blanchard
Magnolia DD Blanchard
Magnolia DD Blanchard
Magnolia DD Blanchard **SALE CROP**
Magnolia Little Gem
Magnolia Southern
Magnolia Southern Magnolia
Mahogany
Mahogany
Mahogany
Mahogany
Mahogany
Mahogany
Orange Gieger
Paurotis Palm
Phoenix Roebelenii SG,DB,TP
Phoenix Roebelenii Triple
Pindo Palm
Podocarpus
Podocarpus
Queen Palm
Reclinata
Red Maple Florida Flame **NEW CROP**
Red Maple Florida Flame **NEW CROP**
Red Maple Florida Flame **SALE CROP**
Royal Palm 17'-20' GW
Royal Palm 8'-16' GW
Royal Poinciana
Sabal Palm Slick
Seagrape
Silver Buttonwood Bush
Silver Buttonwood STD
Slash Pine - Improved
Slash Pine - Improved
Sylvester Palm 'Double' 4-6' CT
Sylvester Palm 'Single' 4-5' CT
Sylvester Palm 'Single' 6-7' CT
Sylvester Palm 'Single' 8'-12' CT
Sylvester Palm 'Triple' 4-6' CT
Washingtonia Palm **SALE CROP**
Wax Myrtle

#100	15-17'	10'	4.5"	GET PRICE
#200	20-22'	12'-14'	6-6.5"	GET PRICE
#15	8'-10'		1.5"	GET PRICE
#30	12'	5-6'	2.0-2.5"	GET PRICE
#45	14-15'	7'	3-3.5"	GET PRICE
#65	12'-14'	5'	3-4"	GET PRICE
#30	9'	4'	2"	GET PRICE
#45	12'	5'	2.5"	GET PRICE
#300	22'	10'	6"	GET PRICE
#65	16'	7'	3.75-4"	GET PRICE
#30	6'	3-4'	2"	GET PRICE
B&B	16'	6-7'	3"	GET PRICE
#100	14'-16'	6'	4"	GET PRICE
#15	10'	3'	1.25"	GET PRICE
#30	12'	6'	3"	GET PRICE
#45	14'	5-6'	3-3.25"	GET PRICE
#65	16'	8'	3.5-4"	GET PRICE
#100	16-18'	10'	4.5"	GET PRICE
#45	10'-12'	3.5'-4'	2"	GET PRICE
B&B	10'-12'	10'		GET PRICE
FG	6-8'	6'		GET PRICE
#15	3.5'			GET PRICE
FG	8-12'			GET PRICE
#30	4'	3-4'		GET PRICE
#45	5'	3'-4'		GET PRICE
FG	18'-30'			GET PRICE
B&B	12-14'	14'		GET PRICE
#30	12'	5-6'	2-2.5"	GET PRICE
#45	14'	7'	3.25-3.75"	GET PRICE
#45	16-18'	9'	4"	GET PRICE
FG	28-40'			GET PRICE
FG	20-30'			GET PRICE
#30	10'	3'+	2"	GET PRICE
B&B	12-18'			GET PRICE
#30	6-7'	4'		GET PRICE
#30	5'	4'		GET PRICE
#45	9'-10'	6'	2-2.25"	GET PRICE
#30	8'-10'	3'-4'	2.0-2.5"	GET PRICE
B&B	12'-16'	6	3"	GET PRICE
B&B	14-20'			GET PRICE
B&B	14'-18'	16'		GET PRICE
B&B	18'-20'	16'		GET PRICE
B&B	20'-24'	16'		GET PRICE
B&B	14'-16'			GET PRICE
FG	8-26'			GET PRICE
#30	5'	4'		GET PRICE

Plants/Shrub

<u>Name</u>	<u>Size</u>	<u>Height</u>	<u>Spread</u>	<u>Caliper</u>	<u>Price</u>
Croton Mammy	#3	16"	14"		GET PRICE
Croton Petra	#3	16"	14"		GET PRICE
Dwarf Bougainvillea	#3	15"	18"-20"		GET PRICE

Becker Tree Farm Availability

Dwarf Fakahatchee Grass	#3	22"-24"	18"	<u>GET PRICE</u>
Dwarf Firebush	#3	10"-12"	10"-12"	<u>GET PRICE</u>
Flax Lily	#1	18"	8"	<u>GET PRICE</u>
Foxtail Fern	#3	12"	12"	<u>GET PRICE</u>
Gold Mound 'Duranta'	#3	10"	12"	<u>GET PRICE</u>
Green Arborcola	#3	18"	16"	<u>GET PRICE</u>
Green Buttonwood	#3	22"	16"	<u>GET PRICE</u>
Green Island Ficus	#3	8"	10"	<u>GET PRICE</u>
Ilex Schilling	#3	10"	12"	<u>GET PRICE</u>
Muhly Grass	#3	24"	16"	<u>GET PRICE</u>
Perennial Peanut	#1	4"	12"	<u>GET PRICE</u>
Plumbago	#3	12"	12"	<u>GET PRICE</u>
Podocarpus 'Maki'	#7	32"	20"	<u>GET PRICE</u>
Podocarpus Pringles Dwarf	#3	7"	6"	<u>GET PRICE</u>
Red Tip Cocoplum	#3	12"-14"	12"	<u>GET PRICE</u>
Red Tip Cocoplum	#7	32"	20"	<u>GET PRICE</u>
Red Tip Cocoplum	#7	36"	28"	<u>GET PRICE</u>
Seagrape	#7	42"	30"	<u>GET PRICE</u>
Silver Buttonwood	#3	16"-18"	14"	<u>GET PRICE</u>
Thryallis	#3	14"	14"	<u>GET PRICE</u>
Trinette Arboricola	#3	14"	12"	<u>GET PRICE</u>
Viburnum Odoratissimum	#3	16"	14"	<u>GET PRICE</u>
Viburnum Suspensum	#7	30"	20"	<u>GET PRICE</u>
Viburnum Suspensum	#3	14"	14"	<u>GET PRICE</u>
Wax Jasmine				

There is a 2% cash discount figured into all list prices. All credit card orders will reflect a 2% increase in the invoice total.
 2400 Bridge Road Hobe Sound, Fl 33455 - Phone 772.545.2187 - Fax 772.546.6706

Monthly Specials

Trees

<u>Name</u>	<u>Size</u>	<u>Height</u>	<u>Spread</u>	<u>Caliper</u>	<u>Price</u>
Eagleston Holly STD/FTB **SALE CROP**	#45	12'	5'	2.5-3"	<u>GET PRICE</u>
Green Buttonwood Bush	#30	5'-6'	3.5'-4'		<u>GET PRICE</u>
Live Oak- Seed or Cathedral **SALE CROP**	#15	8'-10'		1.5"	<u>GET PRICE</u>
Live Oak- Seed or Cathedral **SALE CROP**	#30	12'	5-6'	2.0-2.5"	<u>GET PRICE</u>
Live Oak- Seed or Cathedral **SALE CROP**	#45	14-15'	7'	3-3.5"	<u>GET PRICE</u>
Live Oak- Seed or Cathedral **SALE CROP**	#65	16'	7'	3.75-4"	<u>GET PRICE</u>
Magnolia DD Blanchard **SALE CROP**	#45	16-18'	9'	4"	<u>GET PRICE</u>
Red Maple Florida Flame **SALE CROP**	FG	8-26'			<u>GET PRICE</u>
Washingtonia Palm **SALE CROP**					<u>GET PRICE</u>

Plants/Shrub

<u>Name</u>	<u>Size</u>	<u>Height</u>	<u>Spread</u>	<u>Caliper</u>	<u>Price</u>
Viburnum Suspensum	#3	16"	14"		<u>GET PRICE</u>

There is a 2% cash discount figured into all list prices. All credit card orders will reflect a 2% increase in the invoice total.
 2400 Bridge Road Hobe Sound, Fl 33455 - Phone 772.545.2187 - Fax 772.546.6706

MARIAN GARDENS TREE FARM®

619 W. State Road 50 • Groveland, Florida 34736
Phone: 352-429-4151 • Fax: 352-429-9085



CONTAINER TREES =  = 100% LIVE RATE

Producers of Container Grown Trees

May 22, 2012

To Whom It May Concern:

We are a 1,000-acre wholesale tree farm located in Central Florida. We've been in business for over 30 years. We produce high quality container grown trees according to the *Florida Grades and Standards*.

Nature's Keeper has had an account with us since 1999 and we regularly sell trees to them.

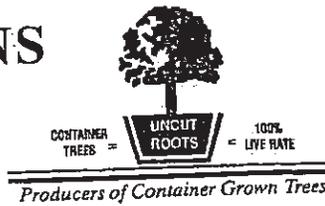
Our tree list is located at <http://www.mariangardens.com>. Please feel free to contact me at any time.

Kindest Regards,

Caroline Hillary
Director of Business Development
352-429-4151
ch@mariangardens.com

MARIAN GARDENS TREE FARM

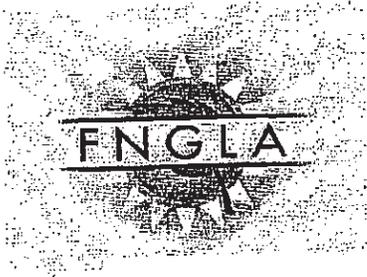
619 W. State Road 50 • Groveland, Florida 34736
Phone: 352-429-4151 • Fax: 352-429-9085



TREE TYPE	SIZE	HEIGHT	SPREAD	CALIPER
OAKS				
Live Oak - Seedling	30 Gal - Sale Crop	10 - 11'	3 - 4'	2 - 2.5"
	30 Gal	9 - 10'	3 - 4'	2 - 2.5"
	45 Gal	12 - 14'	5 - 6'	2.75 - 3.25"
	65 Gal	12 - 14'	5 - 6'	3 - 3.5"
	100 Gal (low qty)	14 - 17'	7 - 8'	4.5 - 5"+
Live Oak - Cathedral	200 Gal	16 - 18'	9 - 11'	5 - 5.75"
	30 Gal	9 - 11'	4 - 5'	2 - 2.25"
	45 Gal			
	65 Gal	13 - 15'	5 - 6'	3"+
Laurel Oak	100 Gal (low qty)	14 - 17'	7 - 8'	4"
	30 Gal			
	30 Gal			
Nuttall Oak	30 Gal			
Shumard Oak	30 Gal			
CRAPE MYRTLES - Multi				
Arapahoe (red)	15 Gal			Multi
Dynamite (red)	15 Gal	3 - 4'	3'	Multi
Muskogee (lavender)	15 Gal	6'	4'	Multi
Natchez (white)	30 Gal	8 - 9'	4 - 5'	Multi
	45 Gal	10 - 12'	6 - 7'	Multi
	15 Gal	6'	4'	Multi
	30 Gal	8 - 9'	4 - 5'	Multi
	45 Gal			Multi
Sioux (medium pink)	15 Gal			Multi
Tonto (red / fuchsia)	15 Gal			Multi
Tuscarora (watermelon red)	15 Gal	5'	4'	Multi
	30 Gal	8 - 10'	4 - 5'	Multi
	45 Gal	10'+	6 - 7'	Multi
CRAPE MYRTLES - Standard				
Muskogee (lavender)	30 Gal*	9 - 10'	3 - 4'	2"
	65 Gal*	13'	6'	3"
Natchez (white)	30 Gal			
	65 Gal*	12'	5'	2.75"
Tuscarora (watermelon red)	30 Gal*	9 - 10'	3 - 4'	2"
BALD CYPRESS				
	15 Gal	7 - 8'	2 - 3'	1.5 - 2"
	30 Gal	8 - 10'	4 - 5'	2.25 - 3"
	45 Gal	10 - 11'	6'	3 - 3.75"
PINES				
Slash Pine	15 Gal			
	30 Gal	8 - 10'	3 - 4'	2"
Loblolly Pine	15 Gal			
	30 Gal	8 - 10'	3 - 4'	1.75 - 2"

* Brokered Items (most Standard Crape Myrtles)

TREE TYPE	SIZE	HEIGHT	SPREAD	CALIPER
HOLLIES				
Eagleston	30 Gal STD	8-9'	4'	1.75-2"
	65 Gal STD	10-11'	5-6'	3"+
East Palatka	30 Gal FTG	8-9'	3-4'	2"+
	45 Gal FTG	10-11'	4-5'	3"
	65 Gal STD	10-12'	4'	3-3.5"
Nellie R. Stevens	15 Gal			
	30 Gal (low qty)	4-4.5'	3.5-4'	
Oak Leaf	15 Gal			
	30 Gal	4-5'	3.5-4'	
Savannah	30 Gal	8-9'	3'	1.75"+
MAGNOLIAS				
Bracken's Brown Beauty	15 Gal			
	65 Gal	10-12'	5-6'	2.75"
	100 Gal	14'+	6'	3.5"+
DD Blanchard	30 Gal	8'	4'	2"
	45 Gal	10-11'	4-5'	3-3.25"
	65 Gal	12-13'	5-6'	3-3.25"
	100 Gal	14-15'	6-7'	3.5-4.5"
Little Gem	15 Gal	4-5'	3'	1"+
	30 Gal	6-7'	3-4'	1.75-2"
	30 Gal - New Crop	5.5-6'	3-3.5'	1.5"+
	45 Gal	8-9'	4-5'	2.5"
	65 Gal	10-11'	5-6'	2.75"
NEEDED EVERGREENS				
Leyland Cypress	15 Gal	5'	3'	1"
Southern Red Cedar	15 Gal			
	30 Gal			
ELMS				
Allee Elm	45 Gal	12-14'	6'+	2.5-2.75"
MAPLES				
Summer Red Maple	30 Gal			
October Glory Maple	30 Gal			
OTHER TREES				
Ligustrum	15 Gal	4-4.5'	3'	Multi
	30 Gal			Multi
Podocarpus (Japanese Yew)	15 Gal			Multi
	30 Gal	4.5-5'	3.5'	Multi
Wax Myrtle	15 Gal			Multi
	30 Gal			Multi
COLD HARDY PALMS				
Phoenix Sylvester Palm	65 Gal	2-4' CT		
	Field Grown	8-14' CT		



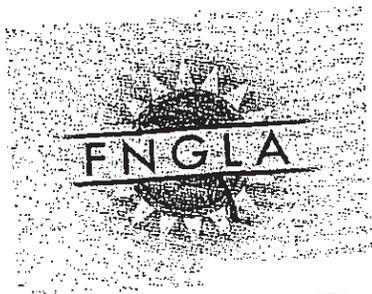
TADALA'S NURSERY, INC.

18900 S.W. 63rd Street
SW Ranches, Florida 33332
(954) 680-7655 / Fax: (954) 680-2241
tadalas@gmail.com

Locations in Sebring, Treasure Coast, and Ft. Lauderdale

Established in 1988, Tadala's Nursery has over 200 acres of production in container and field grown nursery. With three locations in Florida and proudly serving the Southeast United States. Our mission is to provide our customers with top quality and top service at a competitive price, while building long-term relationships in order to give a unique experience with character and integrity. Our commitment is to send the highest quality plant material and fill all other requests in a timely fashion. Our expectation in return from our customers is that adequate lead-time or pre-ordering be done whenever possible, proper plant handling procedures be adhered to and continuous quality feedback be provided.

- Over 200 acres in quality plants -
- Please visit our website at www.tadalas.com -



TADALA'S NURSERY, INC.

18900 S.W. 63rd Street
SW Ranches, Florida 33332
(954) 680-7655 / Fax: (954) 680-2241

tadalas@gmail.com

Locations in Sebring, Treasure Coast, and Ft. Lauderdale
All Material is graded FL#1 or better

1 gallon

AFRICAN IRIS (*DIETES*)
AGAPANTHUS AFRICANUS (*LILY OF THE NILE*)
BLANKET FLOWER (*GAILLARDIA PULCHELLA*)
BLUE DAZE (*EVOLVULUS GLOMERATUS*)
CROWN OF THORNS (*EUPHORBIA MILII*)
DUNE SUNFLOWER (*HELIANTHUS DEBILIS*)
DURANTA 'GOLD MOUND' (*DURANTA ERECTA*)
FAKAHATCHEE DWARF (*TRIPSACUM FLORIDANA*)
FAKAHATCHEE GRASS (*TRIPSACUM DACTYLOIDES*)
FICUS PUMILA (CREEPING FIG)
FLAX LILY (*DIANELLA*)
FOXTAIL FERN (*ASPARAGUS DENSIFLORUS 'MYERS'*)
ILEX SCHILLING (*ILEX VOMITORIA 'STOKES DWARF'*)
INDIAN HAWTHORN (*RHAPHIOLEPIS INDICA*)
JASMINE MINIMA (*TRACHELOSPERMUM ASIATICUM 'MINIMA'*)
JUNIPERUS 'BLUE PACIFIC' / CHINENSIS 'PARSONII'
LANTANA (*LANTANA PURPLE / YELLOW*)
LIRIOPE ('SUPERGREEN GIANT' / 'AZTEC GRASS')
LOROPETALUM CHINENSE (*RUBRUM 'PLUM DELIGHT'*)
MACHO FERN (*NEPHROLEPIS FALCATA*)
MONDO GRASS (*OPHIPOGON JAPONICUS DWARF / REGULAR*)
MUHLY GRASS (*MUHLENBERGIA CAPILLARIS*)
PENTAS (*PENTAS LANCEOLATA*)
PURPLE QUEEN (*TRADESCANTIA 'PURPLE QUEEN'*)
SOCIETY GARLIC (*TULBAGHIA VIOLACEA*)
SPARTINA BAKERI (*SAND CORDGRASS*)
SWORD FERN (*NEPHROLEPIS*)
WART FERN (*MICROSORUM SCOLOPENDRIUM*)

3 gallon

AZALEA (*RHODODENDRUM AZALEA*)
BEAUTYBERRY (*CALLICARPA AMERICANA*)
BOUGAINVILLEA (*BOUGAINVILLEA*)
BUSH ALLAMANDA (*ALLAMANDA SCHOTTII*)
COPPER LEAF (*ACALYPHA WILKESIANA*)
CROTONS (*CODIAEUM VARIEGATUM*)
CROWN OF THORNS (*EUPHORBIA MILII*)
DURANTA 'GOLD MOUND' (*DURANTA ERECTA*)
ELAEAGNUS (*SILVERTHORN*)
EUGENIA MYRTIFOLIA (*SYZYGIUM PANICULATUM*)
EVERGREEN PASPALUM (*PASPALUM QUADRIFARIUM*)
FAKAHATCHEE DWARF (*TRIPSACUM FLORIDANA*)
FAKAHATCHEE GRASS (*TRIPSACUM DACTYLOIDES*)
FICUS BENJAMINA (*WEEPING FIG*)
FIREBUSH DWARF (*HAMELIA PATENS 'COMPACTA'*)
FIREBUSH REGULAR (*HAMELIA PATENS*)
FLAX LILY (*DIANELLA*)
FLORIDA PRIVET (*FORESTIERA SEGREGATA*)

FOUNTAIN GRASS (*PENNISETUM SETACEUM*)
FOXTAIL FERN (*ASPARAGUS DENSIFLORUS 'MYERS'*)
GINGER VARIEGATED (*ALPINIA SANDERAE*)
GREEN BUTTONWOOD (*CONOCARPUS ERECTUS*)
GREEN ISLAND FICUS (*FICUS MICROCARPA*)
HIBISCUS (*HIBISCUS*)
ILEX 'BUFORDII' (*ILEX CORNUTA 'BUFORDII'*)
ILEX SCHILLING (*ILEX VOMITORIA 'STOKES DWARF'*)
INDIAN HAWTHORN (*RHAPHIOLEPIS INDICA*)
IXORA MAUI (*IXORA 'MAUI' RED / YELLOW*)
IXORA NORA GRANT (*IXORA 'NORA GRANT'*)
JAPANESE BOXWOOD (*BUXUS MICROPHYLLA JAPONICA*)
JASMINE PUBESCENS (*JASMINUM MULTIFLORUM*)
JASMINE STAR (*JASMINUM NITIDUM*)
JASMINE WAX (*JASMINUM VOLUBILE*)
JATROPHA BUSH (*JATROPHA*)
JUNIPERUS 'BLUE PACIFIC' (*JUNIPERUS CONFERTA 'BLUE PACIFIC'*)
JUNIPERUS 'PARSONII' (*JUNIPERUS CHINENSIS 'PARSONII'*)
JUNIPERUS SARGENTII (*JUNIPERUS CHINENSIS SARGENTII*)
KNOCKOUT ROSE (*ROSA KNOCKOUT*)
LIGUSTRUM LUCIDUM (*GLOSSY PRIVET*)
LOROPETALUM CHINENSE (*RUBRUM 'PLUM DELIGHT'*)
MACHO FERN (*NEPHROLEPIS FALCATA*)
MUHLY GRASS (*MUHLENBERGIA CAPILLARIS*)
OLEANDER (*NERIUM OLEANDER*)
ORANGE BIRD OF PARADISE (*STRELITZIA REGINAE*)
PITTIOSPORUM GREEN / VARIEGATED (*PITTIOSPORUM TOBIRA*)
PLUMBAGO (*IMPERIAL BLUE*)
PODOCARPUS (*PODOCARPUS 'MAKI'*)
PODOCARPUS DWARF (*PODOCARPUS 'PRINGLES'*)
RED SISTER (*CORDYLINE FRUTICOSA*)
'RED TIP' COCOPLUM (*CHRYSOBALANUS ICACO*)
RUELLIA 'PURPLE SHOWERS' (*RUELLIA BRITTONIANA*)
SAW PALMETTO (*SERENOA REPENS*)
SCHEFFLERA ARBORICOLA (*DWARF SCHEFFLERA*)
SCHEFFLERA ARBORICOLA (*TRINETTE*)
SELLOUM (*PHILODENDRON BIPINNATIFIDUM*)
SILVER BUTTONWOOD (*CONOCARPUS ERECTUS SERICEUS*)
SIMPSON'S STOPPER (*MYRCIANTHES FRAGRANS*)
SPARTINA BAKERI (*SAND CORDGRASS*)
SWORD FERN (*NEPHROLEPIS*)
THRYALLIS (*GALPHIMIA GRACILIS*)
VIBURNUM AWABUKI (*VIBURNUM ODORATISSIMUM AWABUKI*)
VIBURNUM ODORATISSIMUM (*SWEET VIBURNUM*)
VIBURNUM SUSPENSUM (*SANDANKWA VIBURNUM*)
WALTER'S VIBURNUM (*VIBURNUM OBOVATUM*)
WAX MYRTLE (*MYRICA CERIFERA*)
WILD COFFEE (*PSYCHOTRIA NERVOZA*)
XANADU (*PHILODENDRON XANADU*)
ZAMIA CARDBOARD PALM (*ZAMIA FURFURACEA*)

7 gallon

BOUGAINVILLEA (BOUGAINVILLEA)
 CAT PALM (CHAMAEDOREA CATARACTARUM)
 CHINESE FAN PALM (LIVISTONA CHINENSIS)
 CRINUM LILY GREEN
 CRINUM LILY 'QUEEN EMMA'
 EUGENIA MYRTIFOLIA (SYZYGJUM PANICULATUM)
 EUROPEAN FAN PALM (CHAMAEROPS HUMILIS)
 FICUS BENJAMINA (WEEPING FIG)
 GREEN BUTTONWOOD (CONOCARPUS ERECTUS)
 HIBISCUS BUSH / STANDARD (HIBISCUS)
 ILEX SCHILLING (ILEX VOMITORIA 'STOKES DWARF')
 INDIAN HAWTHORN (RHAPHIOLEPIS INDICA)
 JATROPHA BUSH (JATROPHA)
 LADY PALM (RHAPIS EXCELSA)
 OLEANDER (NERIUM OLEANDER)
 ORANGE BIRD OF PARADISE (STRELITZIA REGINAE)
 PODOCARPUS (PODOCARPUS 'MAKI')
 RED SISTER (CORDYLIN FRUTICOSA)
 SAW PALMETTO (SERENOA REPENS)
 SCHEFFLERA ARBORICOLA (DWARF SCHEFFLERA)
 SCHEFFLERA ARBORICOLA (TRINETTE)
 SELLOUM (PHILODENDRON BIPINNATIFIDUM)
 SILVER BUTTONWOOD (CONOCARPUS ERECTUS SERICEUS)
 SIMPSON'S STOPPER (MYRCIANTHES FRAGRANS)
 VIBURNUM AWABUKI (VIBURNUM ODORATISSIMUM AWABUKI)
 VIBURNUM ODORATISSIMUM (SWEET VIBURNUM)
 VIBURNUM SUSPENSUM (SANDANKWA VIBURNUM)
 WAX MYRTLE (MYRICA CERIFERA)
 WHITE BIRD OF PARADISE (STRELITZIA NICOLAI)
 ZAMIA MARITIMA (CARDBOARD PALM)

15 gallon

BOUGAINVILLEA (BOUGAINVILLEA)
 CHINESE FAN PALM (LIVISTONA CHINENSIS)
 CRINUM LILY 'QUEEN EMMA'
 EUROPEAN FAN PALM (CHAMAEROPS HUMILIS)
 FICUS BENJAMINA (WEEPING FIG)
 HIBISCUS STANDARD
 LADY PALM (RHAPIS EXCELSA)
 OLEANDER (NERIUM OLEANDER)
 ORANGE BIRD OF PARADISE (STRELITZIA REGINAE)
 PODOCARPUS (PODOCARPUS 'MAKI')
 SIMPSON'S STOPPER (MYRCIANTHES FRAGRANS)
 VIBURNUM AWABUKI (VIBURNUM ODORATISSIMUM AWABUKI)
 VIBURNUM ODORATISSIMUM (SWEET VIBURNUM)

VIBURNUM SUSPENSUM (SANDANKWA VIBURNUM)
 WAX MYRTLE (MYRICA CERIFERA)
 WHITE BIRD OF PARADISE (STRELITZIA NICOLAI)

25 gallon

ALEXANDER PALM (SOLITAIRE PALM)
 ARECA PALM (DYPHYS LUTESCENS)
 BOUGAINVILLEA (BOUGAINVILLEA)
 CASSIA SURATTENSIS (GLAUCCUS CASSIA)
 CHINESE FAN PALM (LIVISTONA CHINENSIS)
 CHRISTMAS PALM (ADONIDIA MERRILLII)
 CRAPE MYRTLE STD/MULTI (LAGERSTROEMIA INDICA) 8'-10'
 DAHOON HOLLY (ILEX CASSINE)
 EUROPEAN FAN PALM (CHAMAEROPS HUMILIS)
 FICUS BENJAMINA (WEEPING FIG)
 FOXTAIL PALM (WODYETIA BIFURCATA)
 GEIGER TREE (CORDIA)
 GREEN BUTTONWOOD (CONOCARPUS ERECTUS)
 GUMBO LIMBO (BURSERA SIMARUBA)
 ILEX 'EAST PALATKA' (ILEX X ATTENUATA) 10'-12'
 LIGUSTRUM LUCIDUM (LIGUSTRUM GLOSSY PRIVET) 6'-7'x6'-7'
 MAHOGANY (SWIETENIA MAHAGONI)
 OLEANDER (NERIUM OLEANDER)
 PIGEON PLUM (COCCOLOBA DIVERSIFOLIA)
 ROEBELENI PALM (PYGMY DATE PALM)
 ROYAL POINCIANA (DELONIX REGIA)
 SILVER BUTTONWOOD (CONOCARPUS ERECTUS SERICEUS)
 TABEBUIA (TRUMPET TREE)

Field Grown

CHRISTMAS PALM (ADONIDIA MERRILLII)
 FOXTAIL PALM (WODYETIA BIFURCATA) 8'-10'
 LIGUSTRUM LUCIDUM 12'-14'
 LIVE OAKS (QUERCUS VIRGINIANA) 2 1/2" C 14'-16'
 LIVE OAKS (QUERCUS VIRGINIANA) 3" C 16'-18'
 LIVE OAKS (QUERCUS VIRGINIANA) 4" C
 LIVISTONA NITIDA
 MAGNOLIA 'D.D.BLANCHARD' (MAGNOLIA GRANDIFLORA)
 PHOENIX CANARIENSIS (CANARY ISLAND DATE PALM)
 PHOENIX SYLVESTRIS (SILVER/WILD DATE PALM)
 QUEEN PALM (SYAGRUS ROMANZOFFIANA)
 ROEBELENI PALM (PYGMY DATE PALM)
 ROYAL PALM (ROYSTONEA REGIA)
 SABAL PALM (SABAL PALMETTO) 10'-18' CT
 WASHINGTON PALM (WASHINGTONIA ROBUSTA) 10'-12'

** MORE MATERIAL AVAILABLE UPON REQUEST

- Over 200 acres in quality plants -
 - Please visit our website at www.tadalas.com/ -



#26

Florida Department of Transportation.

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

March 30, 2012

ROBERTA WEST
NATURES KEEPER INC
3795 SNEED RD
FT PIERCE FL 34945

ANNIVERSARY DATE - Annually on January 21

Dear Ms. West:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) in accordance with 49 Code of Federal Regulation Part 26.

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory".

DBE certification is NOT a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will

be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE credit for work performed in the following areas:

~~NAIB~~
23899 -All Other Specialty Trade Contractors

~~DOT Section 104~~
104 -Temporary Erosion Control

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,



Victoria Smith
DBE Certification Manager

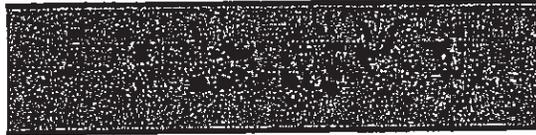


SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO. 114931

March 30, 2011

Ms. Roberta West, President
Nature's Keeper Inc.
3795 Sneed Road
Fort Pierce, FL 34945



Dear Ms. West:

The South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Landscaping & Nurseries Services

Your submittal of bids or proposals to supply other products or services outside of this specialty(s) will not count toward SBE participation. If you require certification in other areas of specialty, please contact the Procurement Department, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested within 45 days prior to the above expiration date.

If any changes occur within your company during the certification period (such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status), you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. **FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.**

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's solicitation database. Upon requesting or downloading a bid or proposal package your firm must respond by submitting a bid or proposal or submit a *Statement of No Response* form. This is very important, for failure to respond to three (3) solicitations will result in your company being removed from the District's solicitation database.

Sincerely,

A handwritten signature in cursive script that reads "Colleen M. Robbs".

Colleen M. Robbs
Sr. Compliance Specialist
Procurement Department

CR/jcs



620 N Wymore Road Suite 200
Maitland, FL 32751
(407) 786-7770 ♦ Fax (407) 786-7766

1326 S Ridgewood Ave, Suite 15
Daytona Beach, FL 32114
(386) 898-0507 ♦ Fax (386) 898-0510

Toll Free (888) 786-BOND ♦ Fax (888) 718-BOND

www.FloridaSuretyBonds.com

May 30, 2012

RE: Nature's Keeper, Inc.

To Whom It May Concern,

We are pleased to be the surety agents for Nature's Keeper, Inc. Bonds are currently written through the United Fire & Casualty Company which is A.M. Best Rated "A, X" and has a U.S. Treasury Listing of \$57,854,000.

We usually anticipate no difficulties in providing surety bonds for Nature's Keeper, Inc. in the \$5,000,000 single, \$15,000,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Susan L. Reich".

Susan Reich
Vice President



CERTIFICATE OF LIABILITY INSURANCE

NATUR-3 OP ID: LO

DATE (MM/DD/YYYY)
05/22/12

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).

PRODUCER HARBOR INSURANCE 6646 S US Highway 1 Port St Lucie, FL 34952-1426 Harbor Insurance	772-461-6040	CONTACT NAME: Carolyn Lombardi EXT#6408
	772-460-2315	PHONE (A/C, No. Ext): 772-461-6040 FAX (A/C, No.): 772-460-2315
E-MAIL ADDRESS: Carolyn.Lombardi@harboria.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Fire & Casualty Co.		24066
INSURER B: West American Insurance Co.		44393
INSURER C: The Ohio Casualty Ins Co		24074
INSURER D: Zenith Insurance Company		
INSURER E:		
INSURER F:		

INSURED **Nature's Keeper, Inc.**
3795 Sneed Road
Fort Pierce, FL 34945-4716

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	BLA53614414	04/26/12	04/28/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> XCU Liability <input checked="" type="checkbox"/> Contractua CG0001						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY	X	X	BAO53614414	04/26/12	04/26/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	X		USO53614414	04/26/12	04/26/13	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10000						AGGREGATE \$ 4,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	Z069064906 NAIC13269/FL CO CODE02947	04/26/12	04/26/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Ohio Casualty			BMO53614414	04/26/12	04/26/13	Equip Rtd 500,000
	Contrs Equip Covg						EQUIP SCHD \$913,795.00

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

City of Port St Lucie, a political subdivision of the State of Florida, its officers, employees & agents are included as Additional Insured with respect to General Liability for work being performed for them by the insured per General Liability MasterPak Plus form CG8416 (12/03), but only if required by written contract or agreement.

CERTIFICATE HOLDER

PORTS-4

City of Port St Lucie
c/o EBIX Services Group
Bid#E-RFP20120040
P.O. Box 267
Portland, MI 48875-0257

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

NOTEPAD:HOLDER CODE PORTS-4
INSURED'S NAME Nature's Keeper, Inc.NATUR-3
OP ID: LOPAGE 2
DATE 05/22/12

Also CG2026-Designated Person or Organization endorsement applies in favor of Certificate Holder. 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", per form CA0001 (10/01) II:A:1.c.A. Certificate Holder is also included as Additional Insured on the Business Auto policy per Master Pak for Auto form CA8514 07/04, but only if required by written contract or agreement. Per Project Aggregate Applies regarding the General Liability coverage per General Liability Master Pak Plus form CG8416 (12/03). Waiver of Transfer of Rights to Recovery Against Others is included in the General Liability MasterPak Plus form CG8416 (12/03) and the Master Pak for Commercial Automobile form CA8514 (07/04). The General Liability coverage is primary and non-contributory per Master Pak Plus form CG8416 (12/03), if required by written contract. The General Liability policy does also provide Blanket Additional Insured Contractors Products-Completed Operations per form CG8583 10/05 but only if required by written contract

Waiver of Subrogation is included on the Workers Compensation Policy in Favor of The City of Port St Lucie. Executive Officers/Owners are Excluded from Workers Compensation Policy. RE: Bid #E-RFP 20120040 Electronic Request or Proposal for Commercial Landscaping Services. Lucie. *30 Days notice of cancellation, Except 10 days for non-payment.

Equipment List

<i>Equipment Diesel</i>	<i>Truck Gas</i>
JCB 520 Loader with forks/bucker/treeboom	E-1 '11 Tahoe
JCB 524 Loader with forks/bucker/treeboom	E-4 '10 Chevy Silverado
John Deere Tractor 3720 ET 1/2	E-29 '08 Tahoe
John Deere Tractor 5320 ET 1 with Sickel Bar	Truck Diesel
John Deere Tractor 5425 ET 2 with 10' mower	E-1A '07 GMC 3500
John Deere Tractor 6430 ET 3 with 10' mower	E-2 '08 Chevy 3500
John Deere Tractor 6430 ET 4 With 10' Mower	E-3 '07 GMC 3500
John Deere Tractor 7420 ET 5 with 15' Batwing Mower	E-5 '02 GMC 2500
John Deere Tractor 7420 ET 6 with 15' Batwing Mower	E-7 '09 Chevy 3500
John Deere Boom Mower 7130 ET 7	E-9 '11 Chevy 2500
John Deere Mower 997 ZTR	E-10 '07 GMC 4500
John Deere Mower 997 ZTR	E-11 '07 GMC 5500
Kubota M7040 Tractor ET 8 With 10' Mower	E-12 '08 GMC 4500
Kubota M110XDTC Tractor ET 9 with 15' Batwing Mower	E-16 '11 Chevy 3500
Kubota ZD 326 Mower	E-24 '97 GMC Water Truck
Kubota RTV 900 Cart	E-50 - '12 International
Kubota SVL 90 Track Loader with forks/bucker/treeboom	E-51 - '07 F750 Water Truck
Kubota SVL 90 Track Loader with forks/bucker/treeboom	E-60 '08 Chevy 3500
Kubota KX 080 Mini Excavator	E-61 '08 Isuzu with Dump Bed
TCM 806 Loader with forks/bucker/treeboom	E-62 '90 Ford Dump Truck
TCM 820 Loader with forks/bucker/treeboom	E-69 '07 C5500
Ditch Witch RT 55	Miscellaneous Equipment and Attachments
Ditch Witch RT 40	Hydraulic Auger with Various Bits
Volvo L-70 Loader with forks/bucker/treeboom	Bobcat Fork Grapler
Cat T15B Mini Excavator	Bobcat Rototiller
JD Generator	Bobcat 38" Rototiller
Finn Hydroseeder	Bobcat 72" Seeder
6" Pump	Bushhog 5' Mower
Equipment Gas	Brush Master Trackhoe Mower
Wacker Roller	Cat Trencher Attachment
John Deere Gator #1	Box Blade 7'
John Deere Gator #2	Box Blade 6'
John Deere JS36 Walk Behind Mower	John Deere Fertilizer Spreader
Polaris RTV 500	Krimper Attachment
Polaris RZR 800 EFI	Ryan Over seeder
Hustler Mower	Schulte FLX15:Offset Hitch
Water Wagon #1	Vermere Bale Processor
Water Wagon #2	Finn B70 Straw Blower
Misc. Pumps	Finn Crimper
Ditch Witch 1030 WB Trencher	TCM Grapler



Florida Association of Safety Councils Florida Department of Transportation



This is to certify that

David Rowlands

having successfully completed the Intermediate
Maintenance of Traffic program this 17th day of May 2012
is hereby issued Certificate Number 9421

The Florida Association of Safety Councils in conjunction with the
Safety Council of Palm Beach County, Inc. has conducted this safety training
program under Florida Department of Transportation Provider Number 125.
This certificate automatically expires 4 years from the date of issue.

Refreshers Date—
May 17th, 2016

Roy Weddle

Roy Weddle, Instructor

FL DOT MOT - 125

SAFETY
PROGRAM
POLICY

LANDSCAPING
IRRIGATION
DESIGN & INSTALLATION



SOD INSTALLATION
SEEDING
HYDROSEEDING

SAFETY PROGRAM POLICY

It is the policy of Nature's Keeper Inc. to provide all employees in all operations a place of employment free from recognized hazards that might cause injury, illness, or death. Further, it is the policy of the company to promote safety awareness in all employees by safety meetings, supervisory instruction and proper working conditions. It is our policy to enforce all Company, Local, State, and Federal Regulations and see that all employees in all operations abide by these regulations.

Never should safety be sacrificed for production, it must be considered an integral part of quality control, cost reduction, and job efficiency. Every superintendent will be held accountable for the safety performance demonstrated by the employees under his/her supervision.

Our goal is the total elimination of accidents from our operations. There are three sound reasons for this goal:

1. No endeavor is worthy if it should cause human suffering through disabling injury or loss of life.
2. A good safety and health record reflects the superior quality of management in the work force. It also serves to promote business and thereby, contributes to the continuing growth and success of the company.
3. Poor accident experience increases cost and results in a loss of profits.

Our policy is to accomplish work in the safest and healthiest possible manner consistent with good work practices. Your good health, therefore, is extremely important. Take care of yourself. Your safety, and that of your fellow workers, depends on your ability to do your job safely.

A copy of the company's safety manual will be available to each employee. You are requested to read this manual and agree to abide by all regulations contained in this manual.

1. JOB SAFETY PROGRAM

A. SAFETY RULES AND ENFORCEMENT

One of the prime causes of accidents is the failure on the part of the employees to observe common, everyday safety rules and safe working procedures. This is normally the result of the lack of enforcement by supervisory personnel of basic safety rules and safe working practices. To avoid this condition, we, as employers, must educate, help, and require our employees to work safely. By the establishment and enforcement of our company's safety program, our employees will know what is expected of them regarding job safety.

Safety rules are of no value unless they are enforced. Supervisory personnel shall require that all employees abide by the safety rules and regulations at all times. Project superintendents and their foremen are responsible for the enforcement of safety rules and regulations. In order to accomplish this, insure that each employee is properly instructed in the use of safety equipment and safe working methods.

The safety requirements section of this booklet should be read thoroughly. Use this portion of the booklet to refresh your safety know-how whenever you meet different work situations. Ask your supervisor if you are not sure of proper work procedures. You may endanger yourself or others by guessing.

B. ACCIDENT INVESTIGATION PROCEDURE

Accident investigation shall be made of all accidents involving those requiring a physician's care and first aid cases, which might result to be more serious. The project superintendent in charge of the injured employee shall make the investigation.

All accidents that result in injury to an individual or damage to property will be investigated to determine reasons such as one of the following:

1. Operational errors involving incomplete decision making;
2. Faulty equipment;
3. Poor judgment or miscalculation;
4. Poor inspection procedures;
5. Improper, unclear or poor instructions and/or training;
6. Deficiencies in defining responsibilities;
7. Deficiencies in pre-job planning; and
8. Inadequate use of disciplinary action.

Superintendents will complete a copy of the company's Supervisor's Accident Investigation Report not later than 24 hours after the accident happens. The project

superintendent will thoroughly investigate all accidents resulting in a fatality or serious injury or property damage as follows:

1. Start the investigation as soon as possible. A delay of only a few hours may permit important evidence to be destroyed or removed unintentionally or otherwise.
2. Examine, photograph, and document as much as possible about the physical environment in relation to the actual accident scene. Documentation should be built around the following questions:
 - a. Who?
 - b. When?
 - c. Where?
 - d. What?
 - e. How?
 - f. Why?

II. SAFETY PROGRAM RESPONSIBILITIES

A. SAFETY DIRECTOR

1. Develop and implement loss prevention program, and insure compliance with the rules and regulations of all federal, state, and local regulatory agencies.
2. Review plans prior to bidding to determine safety requirements for the proposed project, so that cost of implementation can be included in the bid process. Any unusual problems regarding compliance will be discussed with the appropriate agencies.
3. Review all accident investigation reports, insuring that the cause of accident is determined, and that proper corrective actions have been taken.
4. Maintain up to date basic safety work rules and procedures, and review the safety programs of all subcontractors.
5. Review recordable injury and illness records and reports as to type and frequency, so that necessary corrective measures may be taken.
6. Meet regularly with agents of insurance carriers to review accident history and company safety program for needed corrective action.
7. Advise all vendors and subcontractors of job safety requirements and check for compliance.
8. Assist in planning and placement of on-site facilities to minimize hazards.
9. Make periodic inspections of the project sites for the purpose of determining unsafe conditions and acts of employees.

10. On a regular basis, provide each foreman with a relative safety topic for Safety Meetings and keep records to insure that all required meetings are held.

B. MANGAGER AND FOREMAN'S RESPONSIBILITIES

1. Support the safety program by setting an example for other employees with decisions, directives, training, enforcement and discipline which the program may require.
2. Provide training to new hires.
3. Inspect job sites daily to check for unsafe conditions and correct as soon as possible.
4. Eliminate any unsafe tools, materials and equipment from the job sites immediately.
5. Conduct safety meetings on a regular basis.
6. Provide proper safety equipment for employees, and ensure that it is used when necessary.

C. EMPLOYEE RESPONSIBILITIES

1. Read safety manual and abide by the provisions. Repeated violation will lead to termination.
2. Attend in maintaining a clean and safe work area.
3. Assist in maintaining a clean and safe work area.
4. Wear appropriate clothing and protective equipment as necessary.
5. Report any job related injury or illness, and accept appropriate treatment.
6. Report any hazardous work condition for corrective action.
7. Ask the foreman or superintendent for instruction for any tools you are not familiar with.
8. Offer constructive criticism to other workers if you see them committing an unsafe act.

III. EMPLOYMENT SAFETY ORIENTATION AND TRAINING

It is the responsibility of each manager and foreman to provide safety orientation and training to each employee.

Employees shall be informed by their supervisor on the nature and scope of work to be performed.

Employees shall be informed of all "job-specific" devices or tools that are new or unfamiliar.

Employees will be familiarized with all hazards involved in the work their crew is doing and how they can be avoided or controlled.

Any accident, no matter how minor, is to be reported immediately to the supervisor so that all appropriate accident information is obtained.

Each employee shall be supplied with protective equipment to be utilized on the job site. This equipment shall consist of hard hats and safety vests.

Proper attire is required at all times.

Seat belts shall be utilized while operating all heavy equipment.

MOTOR VEHICLES

Only authorized personnel are to operate vehicles and equipment.

Vehicle shall be inspected daily before use.

The driver is to be responsible for all passengers.

All speed limits shall be obeyed.

Motor to be shut off for refueling.

Personnel may not ride in the bed of any vehicle.

HEAVY EQUIPMENT

Seat belt to be worn at all times.

Hardhat to be worn at all times.

Daily inspection is to be carried out, at the start of the day.

Any defective condition of the machine shall be reported promptly.
Never climb on or jump from machinery while it is in motion.
Always use handrails, steps and ladders provided while mounting or dismounting.
Before starting machine, be sure no personnel in your path.
Always shut off the engine while servicing equipment and refueling.
Always watch for pedestrians, vehicles and other equipment in the work area.
Follow traffic signs and signals and obey the flagmen's signals.
Do not use buckets as lifts.
Know the limitation of your equipment and the equipment working with you. Never exceed the limitations of your equipment or force equipment working with you above their limitations.

PESTICIDE SAFETY
Please see attached brochures.

DRUG-FREE WORKPLACE PROGRAM

Nature's Keeper Inc. values its employee and recognizes their need for a safe and healthy work environment. Furthermore, employees abusing drugs and alcohol are less productive and are often a risk to the safety, security and productivity of our Company. The establishment of a Substance Abuse Policy is consistent with the Company's desired culture and in the best interest of the Company.

It is the policy of the Company to maintain a workplace free from the use and abuse of drugs and alcohol. Compliance with this policy is a condition of continued employment. It supersedes any other company policy or practice on this subject. At any time, The Company may unilaterally, at its discretion, amend, supplement, modify, or change any part of this policy. The policy does not represent an expressed or implied contract, and does not affect your status as an at-will employee. If you have any questions about this policy, please do not hesitate to ask.

"Illegal Drug" means, any drug which is not legally obtainable, or which is legally obtainable but not legally obtained, or which is a controlled substance. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

Any employee involved in any of the following activities at any time during the hours of the work day, whether or not on Company business, premises, or property, is in violation of company policy and subject to disciplinary action:

- Bringing illegal drugs onto company premises or property, including company owned or leased vehicles, or customer premises,

- Having possession of or being under the influence of illegal drugs, or

- Using, consuming, transforming or attempting to distribute, manufacturing or dispensing illegal drugs.

In addition, the company strictly prohibits the abuse of alcohol or prescription drugs. Any employee refusing to cooperate with or submit to questioning, medical or physical tests or examinations, when requested or conducted by the company or its designee, is in violation of the company policy and subject to disciplinary action.

DRUG AND ALCOHOL TESTING

The company asserts its legal right and prerogative to test any employee for drug and/or alcohol abuse. Employees may be asked to submit to a medical examination and/or submit to a urine, saliva, breath, and/or blood testing for drugs or alcohol. Any information obtained through such examinations may be retained by the company and is the property of the company.

In particular, the company serves the right, at its discretion and within the limits of federal and state laws, to examine and test for the presence of drugs and alcohol (as stated above) in situations such as, but not limited to the following:

1. **Random:** For the added safety and health of the company employees, as well as the direct impact on the company's profitability, image and reputation as a drug-free organization, all employees are subject to random, unannounced drug test at any time the company deems necessary to ensure a drug-free workplace.
2. **Post-Accident:** An incident occurring at any time during the hours between the beginning and end of the employee's work day that results in a loss time accident to any employee or others and/or damage to company property will require a drug and/or alcohol test. Failure to report any accident, which meets the post-accident testing criteria, is in violation of company policy and subject to disciplinary action. Employees testing positive, under certain laws, may be ineligible for worker's compensation benefits.
3. **Reasonable Suspicion:** Current employees may be asked to submit to a drug and/or alcohol test if cause exists to indicate that their health or ability to perform work may be impaired. Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard. Therefore, a reasonable suspicion test will only be conducted after careful consideration.

DISCIPLINARY ACTIONS

The company reserves the right to use disciplinary actions, up to and including termination of employment, depending upon the seriousness of the violation, the employee's present job assignment, the employee's record with the company, and other factors, including the impact of the violation upon the conduct of company business.

CONSENT As a condition of continued employment, employees must sign the attached consent form.

**ACKNOWLEDGEMENT AND RELEASE FOR
ALCOHOL/SUBSTANCE ABUSE POLICY AND DRUG
TESTING**

I HAVE BEEN TOLD AND UNDERSTAND THAT MY EMPLOYER HAS A POLICY THAT EMPLOYEES UNDER THE INFLUENCE OF ALCOHOL OR CHEMICAL SUBSTANCES DURING HOURS MAY BE IMMEDIATELY DISCHARGED.

I AGREE THAT UNDER APPROPRIATE CIRCUMSTANCES, PARTICULARLY IF I AM INVOLVED IN AN ACCIDENT DURING WORKING HOURS, I MAY BE REQUIRED AND WILL SUBMIT TO A TEST ADMINISTERED BY A QUALIFIED AUTHORITY THAT WILL DETERMINE IF ALCOHOL OR CHEMICAL SUBSTANCES ARE PRESENT. I UNDERSTAND THAT POSITIVE RESULTS OF THIS TEST CAN AFFECT MY ELIGIBILITY FOR WORKERS COMPENSATION BENEFITS.

I FURTHER UNDERSTAND THAT EMPLOYMENT AND CONTINUED EMPLOYMENT DEPENDS UPON MY AGREEMENT TO SUBMIT AT ANY TIME AND WITHOUT PRIOR NOTICE TO A DRUG/ALCOHOL SCREEN. I FURTHER UNDERSTAND THAT REFUSAL TO SUBMIT VOLUNTARILY TO SUCH A TEST OR THE DETECTION OF THE PRESENCE OF ALCOHOL OR DRUGS BY SUCH A TEST WILL RESULT IN MY IMMEDIATE DISCHARGE.

THIS POLICY HAS BEEN READ TO ME AND I FULLY UNDERSTAND IT

NAME: _____

DATE: _____

WITNESS: _____

DATE: _____

I DO HEREBY AUTHORIZE MY EMPLOYER OR REPRESENTATIVE OF MY EMPLOYER TO OBTAIN MEDICAL REPORTS, RECORDS, OR TESTS, WHICH INDICATE THE PRESENCE OF ALCOHOL OR CHEMICAL SUBSTANCES IN MY BODY.

I AGREE THAT A PHOTOSTAT OF THIS AUTHORIZATION BE ACCEPTED IF NECESSARY.

NAME: _____

DATE: _____

WITNESS: _____

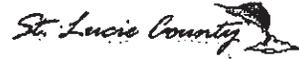
DATE: _____

Claims Details

Claim #	433954	Part of Body	57	Toe(s)		Accident Description:	
Policy #	2069064904	Injury	40	Laceration	\$94	COWORKER DROPPED A FORK LIFT BUCKET	\$94
Pol State & Inc Yr	2010 - FL	Accident	76	Hand Tool or Machine In Use	\$230	ON HIS LEFT GREAT TOE CAUSING	\$230
Claim Type	INDEMNITY	Injury Date	07/28/2010	04:00PM	\$2,297	LACERATION	\$2,297
Claim Status	CLOSED	Reported Date	07/28/2010		\$0		\$0
Claimant Name	CRISTOBAL CASTILLO	Last Closed Date	10/14/2010		\$0		\$0
Occupation	LABOR						
Litigation Flag	N						
Claim #	452416	Part of Body	55	Ankle		Accident Description:	
Policy #	2069064904	Injury	49	Sprain	\$54	EMPLOYEE WAS TAKING A WEED EATER	\$54
Pol State & Inc Yr	2010 - FL	Accident	13	Caught in Miscellaneous	\$135	FROM A GOLF CART AND IT ROLLED BACK	\$135
Claim Type	MEDICAL ONLY	Injury Date	03/25/2011	10:00AM	\$189	OVER HIS TOE CRUSHING IT	\$189
Claim Status	CLOSED	Reported Date	03/25/2011		\$0		\$0
Claimant Name	JUAN LUCAS	Last Closed Date	05/24/2011				
Occupation	LANDSCAPING CREW						
Litigation Flag	N						
Claim #	416848	Part of Body	34	Wrist		Accident Description:	
Policy #	2069064903	Injury	49	Sprain	\$4,050	WHEN EMPLOYEE WAS DRIVING A KUBOTA	\$4,050
Pol State & Inc Yr	2009 - FL	Accident	50	Miscellaneous	\$3,799	CART, HE TWISTED HIS UNKNOWN WRIST.	\$3,799
Claim Type	INDEMNITY	Injury Date	12/09/2009	01:00PM	\$15,079		\$15,079
Claim Status	CLOSED	Reported Date	12/09/2009		\$0		\$0
Claimant Name	BELEN SANTIVANES	Last Closed Date	07/01/2010				
Occupation	LABORER						
Litigation Flag	Y						



County Certification Number: 26608



Building & Code Regulation Division
2300 Virginia Avenue
Ft Pierce, FL 34982
Phone: (772) 462-1673 Fax: (772) 462-1148
http://www.stlucieco.org/public_works/contract_licen.htm
<http://airs.sicfl.vetrol.com/AIRSweb.php>

**Issued To: DAVID J ROWLANDS
NATURE'S KEEPER INC**

**3795 SNEED RD
FORT PIERCE, FL 34945**

Class Code: Irrigation Sprinkler

License Type: County Certificate

This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to maintain this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

Effective Date: 11/16/2011

Expiration Date: 9/30/2012

Wallet Contractor ID Card

✂ Cut on outside of line, then fold in half.



County Certification Number: 26608

Class Code: Irrigation Sprinkler

This is to certify that DAVID J ROWLANDS DBA NATURE'S KEEPER INC has been issued a County Certificate in St. Lucie County, beginning on 11/16/2011 and ending on 09/30/2012, unless license is revoked.

Authorized Licensing Official



Automated Inspection Line: (772) 462 - 1261
Inspection Line: (772) 462 - 2172
Contractor Licensing: (772) 462 - 1673
Contractor Fax Line: (772) 462 - 1148

**CITY OF PORT ST. LUCIE
BUILDING DEPARTMENT
CERTIFICATE OF COMPETENCY
EXPIRES SEPTEMBER 30, 2012**

ROWLANDS, DAVID
NATURE'S KEEPER INC
3795 SNEED RD
FORT PIERCE, FL 34947



SIGNATURE _____

IRRIGATION SPRINKLER

FL# N/A

PSL12-11936



Florida Department of Agriculture and Consumer Services

B46366

CERTIFICATE OF STOCK DEALER REGISTRATION

1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 372-3505

ADAM H PUTNAM
COMMISSIONER

ISSUED TO:

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

THIS CERTIFICATE EXPIRES: 04/16/2013

FEE PAID: \$25.00

REGISTRATION NO.: 47234860

DATE ISSUED: 03/09/2012

THIS IS TO CERTIFY that the person or business firm listed hereon has been issued this Stock Dealer's Certificate after having filed with the Division of Plant Industry a signed application giving the source of nursery stock to be sold and has agreed to deal only in nursery stock that has been inspected by a duly authorized inspector of the Division of Plant Industry and accompanied by valid certificate tags and otherwise moved in conformity with the rules and regulations of the Division of Plant Industry.

DACS-08023 Revised 03/05

ADAM H PUTNAM
Commissioner of Agriculture

RECEIVED APR 28 2012

B40613

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) 372-3505

ADAM H PUTNAM
COMMISSIONER

ISSUED TO:

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

THIS CERTIFICATE EXPIRES: 05/28/2013

FEE PAID: \$92.00

REGISTRATION NO.: 47221157

DATE ISSUED: 04/13/2012

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.

A handwritten signature in cursive script, appearing to read "Adam H. Putnam".

ADAM H PUTNAM
Commissioner of Agriculture



Florida Department of Agriculture and Consumer Services

B35020

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) 372-3505

ADAM H PUTNAM
COMMISSIONER

ISSUED TO:

TADALA'S NURSERY, INC.
PRADILLA, CARLOS & PATRICIA
18900 SW 63RD ST
SOUTHWEST RANCHES, FL 33332-3326

THIS CERTIFICATE EXPIRES: 06/24/2012

FEE PAID: \$460.00

REGISTRATION NO.: 47224398

DATE ISSUED: 06/30/2011

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

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 8

TYPE OF BUSINESS 7299 MISC/PUBLIC SERVICE (SOD MULCH)

BUSINESS/ Natures's Keeper Inc

DBA NAME

MAILING Natures's Keeper Inc.

ADDRESS Roberta West
3795 Sneed Rd
Fort Pierce, FL 34945

BUSINESS LOCATION 3795 Sneed Rd
Fort Pierce, FL 34945

St Lucie County



RENEWAL ORIGINAL TAX \$27.55
PENALTY
COLLECTION COST
TOTAL \$27.55

NONEXEMPT

V10029

Paid 09/09/2011 27.55

0118-20110909-006511

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 State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, 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 cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Natures's Keeper Inc.
Roberta West
3795 Sneed Rd.
Fort Pierce, FL 34945

2011 / 2012

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT
BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

RECEIPT # 5261-00980002

FACILITIES OR
MACHINES

/ ROOMS

SEATS

EMPLOYEES

EXPIRES SEPTEMBER 30, 2012

TYPE OF BUSINESS 5261 NURSERIES RETAIL (NURSERIES)

BUSINESS/ Natures's Keeper Inc

DBA NAME

MAILING Natures's Keeper Inc.

ADDRESS Roberta West
3795 Sneed Rd
Fort Pierce, FL 34945

BUSINESS 3795 Sneed Rd

LOCATION Fort Pierce, FL 34945

St Lucie County



RENEWAL	
ORIGINAL TAX	\$27.55
PENALTY	
COLLECTION COST	
TOTAL	\$27.55

NONEXEMPT

V10029

Paid 09/09/2011 27.55

0118-20110909-006511

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Local Business Taxes are subject to change according to law.

Natures's Keeper Inc.
Roberta West
3795 Sneed Rd
Fort Pierce, FL 34945

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, FL34945-4716

Location Address:

NATURE'S KEEPER, INC.
3795 SNEED RD
FORT PIERCE, FL34945-4716

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



State of Florida
Department of Agriculture and Consumer Services

Division of Marketing and Development/Bureau of License and Bond
850-488-4101
Tallahassee, Florida

Issue Date: 09/21/2011

Fee Amt Paid: \$300

FEIN: 65-0313380

Effective Date: 10/23/2011

POST LICENSE
CONSPICUOUSLY

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, FL34945-4716

Commodity Code: 1
Bonding Company: UNITED FIRE & CASUALTY CO.
Bond Amount: \$75,000

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.



Florida Department of Agriculture and Consumer Services
Bureau of Agricultural Dealer's Licenses

AGRICULTURAL PRODUCTS DEALER BOND

Section 604.20, Florida Statute
Phone (850) 488-4101; Fax (850) 921-8312

COPY

CHARLES H. BRONSON
COMMISSIONER

STATE OF Florida

BOND NO. 55203278

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 118 2nd Ave SE, Cedar Rapids, IA 52407,
(Name of Surety Company) (Home Office Address)

as Surety, are held and firmly bound unto **CHARLES H. BRONSON, COMMISSIONER OF AGRICULTURE OF THE STATE OF FLORIDA**, and his successors in office, for the use and benefit of every person establishing legal rights hereunder, in the full and just sum of Seventy-Five Thousand 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 license 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, 2011 and this bond continues in effect for one year.

The surety may withdraw from this bond by giving 30 days written notice by certified mail to the Commissioner of Agriculture, 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 1st day of August, 2011
(Insert actual date of execution)

(Please observe instructions for execution on reverse side)

In the presence of

[Signature]
[Signature]

Nature's Keeper, Inc. (Seal)
Principal

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

UNITED FIRE & CASUALTY COMPANY (Seal)
Surety

By: [Signature]
(Attorney-in-Fact)

Insurance Agency: Florida Surety Bonds, Inc.

Agent Name: Leslie M. Donahue

Address: 620 N. Wymore Rd., Suite 200

City: Maitland State: FL Zip 32751

Telephone: _____

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

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 # CM20409

WEST, ROBERTA
3795 SNEED ROAD
FORT PIERCE, FL 34945

Categories
6

Issued: May 4, 2010 Expires: May 31, 2014

Roberta West *Charles H. Bronson*
Signature of Licensee CHARLES H. BRONSON, COMMISSIONER

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

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Natures Keeper Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
3795 Sneed Road

City, state, and ZIP code
Fort Pierce FL 34945

List account number(s) here (optional)

Requester's name and address (optional)
City of Port St Lucie
121 SW Port St Lucie Blvd
Port Saint Lucie FL 34984

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

6	5	0	3	1	3	3	9	0
---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Roberta West* Date *5/22/2012*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

David Rowlands
5937 NW.Carefree St
Port St. Lucie, FL 34986
772-370-1298
David.Rowlands@Hotmail.com

PROFILE: Self motivated ambitious Landscape Project Manager. In Charge of purchasing all products needed to accomplish project requirements. Tracking job completion and progress as well as organizing crews to perform job tasks.

WORK HISTORY: **Nature's Keeper Inc.**
Fort Pierce, FL

1994-1997 Part Time – Landscape Foreman/ Small Engine Mechanic
1997-2003 Full Time –Landscape Foreman / Tree farm supervisor
2007-Present Full Time – Project Manager / Estimator
➤ June 2008 – Purchased 16.33 % of Corporate Stock.
Corporate Vice President

2009-Present **Grassing Resources**
Vice President
Full Time – Project Manager / Estimator

Responsibilities:

* Project Management	* Daily Profit & Loss Statements
* Estimating	* Job Tracking
* Purchasing	* Sales

United States Air Force

2003-July 2008 Aerospace Propulsion Technician

EDUCATION:

1993-1997
Port St. Lucie High School
Port St. Lucie, FL
GPA: 3.5

SKILLS SUMMARY:

- * Organization
- * Management
- * Microsoft Excel / Word
- * Estimating

REFERENCES: References are available upon request.

Krysten Bieger
5333 NW Pérez Ct.
Port St. Lucie, FL 34983
772-370-5186
Krysten@natures-keeper.com

PROFILE: Highly organized and detail focused bookkeeper with a track record of accurately and efficiently supporting overall accounting activities. I have excellent knowledge of A/P, A/R, Payroll, General ledger posting, invoicing, and taxation issues.

WORK HISTORY: **Nature's Keeper Inc.**
Fort Pierce, FL

1998 – June 2001 Part Time – Assisting Office staff
June 2001 – Present Full Time – Bookkeeper / Accounting

- February 2005 – Became Corporate Vice President.
- February 2007 – Became Corporate VP / Treasure / Director
- June 2008 – Purchased 16.33 % of Corporate Stock.

Responsibilities:

* Accounts Receivable	* Daily Profit & Loss Statements
* Accounts Payable	* Job Tracking
* Payroll	* General Office Duties

WORK HISTORY: **Grassing Resources, LLC**
Fort Pierce, FL

June 2009 – Present Full Time – Administration / Bookkeeper / Accounting

- June 2009 – Started Company with 51% ownership
- Managing Member

Responsibilities:

* Accounts Receivable	* Daily Profit & Loss Statements
* Accounts Payable	* Job Tracking
* Payroll	* General Office Duties

EDUCATION:

1997-2001
Port St. Lucie High School
Port St. Lucie, FL
GPA: 4.0

2001-2002
Indian River Community College
Fort Pierce, FL

March 2003
Completed Florida Notary Public Course

March 2008
Completed the Mastering QuickBooks Class and earned 14 CPE Credits

SKILLS SUMMARY:

- | | |
|----------------------------|--------------------------|
| * Organization | * QuickBooks |
| * Accounting / Bookkeeping | * Microsoft Excel / Word |
| * Report Preparation | * General office Skills |

REFERENCES: References are available upon request.

Stewart M Feketa
3501 Sneed Road
Fort Pierce, FL 34945
Stew@Natures-keeper.com

Date of Birth: August 27, 1970
Place of Birth: Utica, New York

Education: Clinton High School
Clinton, New York
Graduated 1989

Work Experience: **Feketa's Gardens**
1984-1989
Part Time

Feketa's Gardens
1989-1994
Full Time
Oversaw 5 acres of Green House Production and
200 Acres of Nursery production

Nature's Keeper Inc.
3795 Sneed Road
Fort Pierce, FL 34945
1994 to present
Title: Corporate Vice President/General Manager
Own 16.3% of Nature's Keeper Inc.

NPDES Certified

Grassing Resources LLC
3795 Sneed Road, Suite B
Fort Pierce, FL 34945
June 2009 to present
Own 24.5% of Grassing Resources

JOB RESPONSIBILITIES/DUTIES

- o Oversee all day to day operations of Nature's Keeper
- o Public Relations
- o General Management
- o Assist with Estimating

Roberta West
3795 Sneed Road
Fort Pierce, FL 34945
Nature3795@aol.com

Date of Birth: September 29, 1954
Place of Birth: Utica, New York

Education: Alfred G. Berner High School
Massapequa, New York
Graduated 1972
New York State Regents Diploma

Utica Psychiatric Center
School of Nursing
Utica, New York
Graduated May 1975
Registered Nurse
Nationally Certified in Operating Room Nursing, September 1990.

Work Experience: Nature's Keeper Inc.
3795 Sneed Road
Fort Pierce, FL 34945
1987 to present
Title: Corporate President/Secretary
Own 51% of Nature's Keeper Inc.

Martin Memorial Hospital Systems
Stuart and Port St. Lucie, Florida
1992-1997

- ❖ Became Certified as DBE with the Florida Department of Transportation, 1992
- ❖ Became Certified as SBE with South Florida Water Management District, 2008
- ❖ Notary Public, State of Florida, Commission Number EE070104
- ❖ Licensed as a Commercial Applicator from the Department of Agriculture, Pesticide Certification Office.

JOB RESPONSIBILITIES/DUTIES

- o Contract Administration
- o Insurance Administration
- o Human Resources
- o Equal Opportunity Officer for Nature's Keeper
- o Assist with Estimating

SKILLS:

Quick Books
Excel
Word

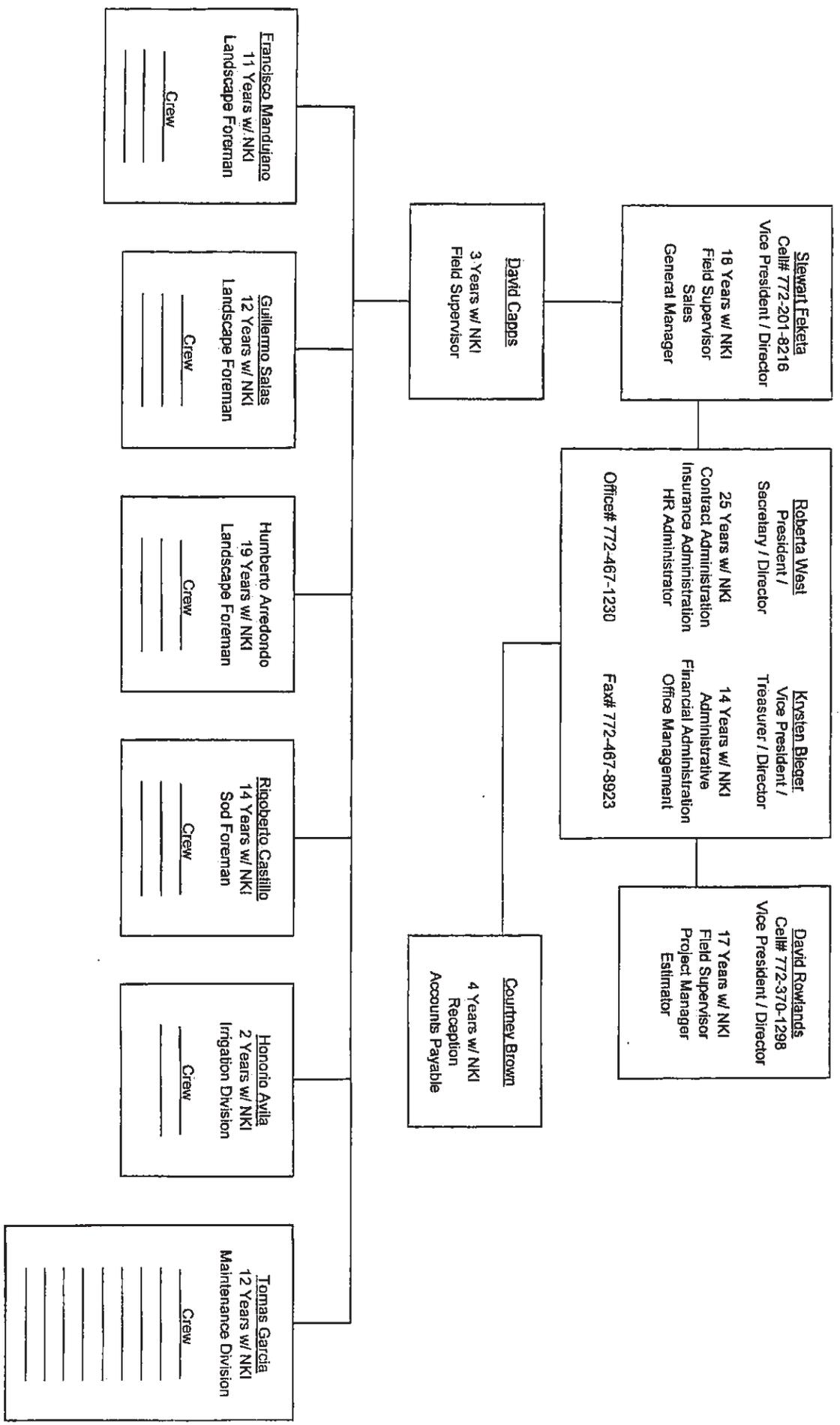
DRUG-FREE WORKPLACE FORM

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

Robert West
Proposer's Signature
May 29, 2012
Date



CHECKLIST
E-RFP #20120040

Proposals for Commercial Landscaping Services

Name of Proposer: Natures Keeper Inc

This checklist is provided to assist Proposers in the preparation of their Electronic Request for Proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their E-RFP response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Sealed E-RFP in its entirety.

- Each Addendum (when issued) is acknowledged on the E-RFP Questionnaire.
- Required W-9 as per Section 1.17.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 4 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Maintenance of Traffic certification uploaded to Demandstar.
- Reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar (pages 16 -21).
- 5 completed Reference Check Forms uploaded to Demandstar (page 23).
- Inventory list or Agreements with suppliers inserted into the Questionnaire. ✓
- Equipment List uploaded to Demandstar. ✓
- Safety Plan & Workers' Compensation claims list uploaded to Demandstar.
- List of all sub-contractors (list on the Questionnaire).
- Organizational Chart.
- Resumes of key personnel that will be assigned to this Contract.
- Drug Free Form.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-RFP REPLY SHEET

Proposals for Commercial Landscaping Services

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120040

Title: Proposals for Commercial Landscaping Services

Bidder/Respondent: Natures Keeper Inc

Reference: Cone & Graham Fax #: 561-727-3135
 Email: _____ Telephone #: 561-727-3939
 Person to contact: Randy Copp

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the landscaping project the above Landscaping firm performed for you:

2 PROJECTS DIXIE HIGHWAY FLYOVER LANDSCAPED IRRIGATE

What was the total project amount? 500,000 (DIXIE) 300,000 WETLA STATION

Was the project completed on time and within budget? YES

What was the project completion date? 2012 (DIXIE) 2011 WETLA STATION

How many landscaping projects has this Contractor completed for you within the past 5 years?
4

How many plants/trees had to be replaced due to poor quality materials? 5 TO 10 IN WARRANTY

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? 1 CAUSED BY ADDING ADDITIONAL PLANTS

How would you rate the contract on a scale of low (1) to high (10) for the following?

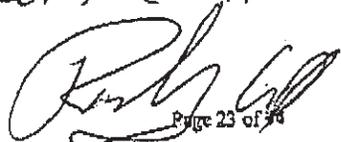
Professionalism <u>10</u>	Final Product <u>9</u>
Qualifications <u>10</u>	Cooperation <u>10</u>
Budget Control <u>10</u>	Reliability <u>10</u>

Would you contract with this Contractor again? Yes No Maybe

Comments:

EXCELLENT CONTRACTOR

Thank you.



For OMB Use Only	
Reference Checked	
Clark Checked	

Proposals for Commercial Landscaping Services

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120040

Title: Proposals for Commercial Landscaping Services

Bidder/Respondent: Natura's Keeper Inc

Reference: Felix Associates Fax #: 772-220-2728

Email: _____ Telephone #: 772-220-2722

Person to contact: Vinny Amato

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the landscaping project the above Landscaping firm performed for you:

BECKER ROAD - PHASE 3

What was the total project amount? \$68,120-

Was the project completed on time and within budget? YES

What was the project completion date? MARCH 2012

How many landscaping projects has this Contractor completed for you within the past 5 years?
OVER 50

How many plants/trees had to be replaced due to poor quality materials? NONE

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? NONE

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism	<u>10</u>	Final Product	<u>10</u>
Qualifications	<u>10</u>	Cooperation	<u>10</u>
Budget Control	<u>10</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Proposals for Commercial Landscaping Services

CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid Number: 20120040

Title: Proposals for Commercial Landscaping Services

Bidder/Respondent: Natures Keeper Inc.

Reference: City of Fort Pierce Fax #: 772-460-6847

Email: telle@ftpiercing.com Telephone #: 772-970-3620

Person to contact: Tracy Telle

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the landscaping project the above Landscaping firm performed for you:

CITY-WIDE LANDSCAPING/IRRIGATION SERVICES -
1) MOORE'S CREEK LINEAR PARK 4) 10TH STREET
2) S.R. AAA - PHASES I, 2B
3) HARBOR ISLE ROUNDABOUT

What was the total project amount? AAA STREET PROJECT - \$534,320.00

Was the project completed on time and within budget? YES

What was the project completion date? PROPOSED COMPLETION DATE NOV. 2012

How many landscaping projects has this Contractor completed for you within the past 5 years?

SEVEN (7)

How many plants/trees had to be replaced due to poor quality materials? NONE

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? NONE

How would you rate the contract on a scale of low (1) to high (10) for the following?

Professionalism 10
 Qualifications 10
 Budget Control 10

Final Product 9
 Cooperation 10
 Reliability 9

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

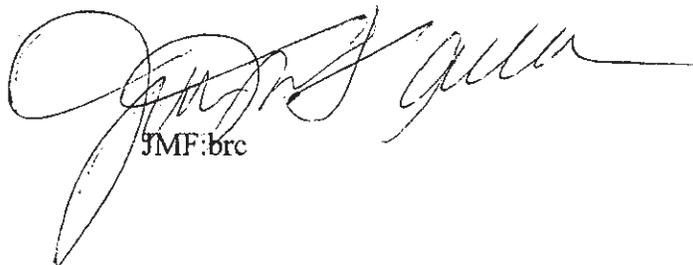
For OMB Use Only	
Reference Checked	
Clerk Checked	

MEMORANDUM

TO: CITY COUNCIL
FROM: JOANN M. FAIELLA, MAYOR 
DATE: JULY 10, 2012
SUBJECT: EXCUSED ABSENCE

*Excused
Absences
14A*

I am requesting an excused absence from the July 9, 2012 City Council meeting because I was out of town for a family emergency.



JMF:brc

cc: G. Oravec, City Manager
K. Phillips, City Clerk

revised 12/2008

RECEIVED

JUN 18 2012

City Managers Office