

RESOLUTION NO. 2011 - 209

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 11-64 AND TO EXECUTE AN AGREEMENT FOR LIFT STATION IMPROVEMENTS – GROUP 1.

RECITALS

WHEREAS, the County desires to enter into a contract with TLC Diversified, Inc. to provide services for the Lift Station Improvements – Group 1; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for pump station upgrades at eight (8) lift stations located throughout St. Johns County, FL; and

WHEREAS, through the County's formal bid process, TLC Diversified, Inc. was selected as the most lowest responsive respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project is being funded through State Revolving Loan program - Lift Station Improvements 4487-56302-6551 (Anastasia State Park); 6552 (Sea Oaks), 6553 (Casa Del Mar), 6554 (Coquina Lakes); 6555 (Spanish Trace); 6556 (St Augustine Beach & Tennis Club); 6557 (Oasis); 6558 (Ocean Trace 6" Force Main) and 6559 (Mariner Health Club); and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 11-64 – Lift Station Improvements – Group 1 to TLC Diversified, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with TLC Diversified, Inc. on behalf of the County for the completion of Lift Station Improvements – Group 1 specifically provided in Bid No 11-64.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of August, 2011.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____

Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Deputy Clerk

RENDITION DATE 8/5/11

Approved: *Initial & Date*
Prepared By: _____
Approved By: _____

**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**

1992 EDITION
(REVISED 5/19/11)

These Contract Documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate in order to address contractual concerns.

This Agreement is made _____, 2011 by and between **St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084** (hereafter referred to as the "Owner") and **TLC Diversified, Inc., 2719 17th Street East, Palmetto, FL 34221 (941) 722-0612 (p) (941) 722-1382 (f)** hereinafter referred to as the "Contractor") under seal for Construction of **Bid No.:11-64 Lift Station Improvements – Group 1** hereinafter referred to as the "Project", the Owner and the Contractor hereby agreeing as follows:

**ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS**

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any): TLC Diversified, Inc.'s Bid Proposal dated 7/6/11; Addendum 1 & 2; Bonds & Insurances.

(Here list any additional Contract Documents such as addenda special conditions, supplemental conditions, etc.)

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's Public Construction Bond (if applicable) for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any Bid Documents

not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include," "includes" or "including," as used in this Contract, shall be deemed to be followed by the phrase "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve any such approval by evidence of the Contractor's compliance shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

ARTICLE II THE WORK

2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from, this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

The Scope of Work for this project shall generally include furnishing all labor, materials, equipment and other items necessary for pump station upgrades at eight (8) lift stations in St. Johns County, FL. Lift station upgrades and improvements shall generally include, but not be limited to setting up a temporary bypass, demolition/removal of existing lift station components, installation of new wet wells, upgrading pumps, piping & fittings, instrumentation & controls, electrical wiring, and other appurtenances. Also included is the installation of approximately 1260' of 6" HDPE forcemain via HDD along Ocean Trace Rd. All work shall be performed specifically in accordance with the specifications and drawings as provided as part of the bid documents.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **Three Hundred & Forty (340)** consecutive calendar days. Final Completion shall be **Thirty (30)** consecutive calendar days after Substantial Completion.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the "Contract Time."

3.1.2 The Contractor shall pay the Owner the sum of \$ **1,423.00** per day for each and every calendar

day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the **\$ Eight Hundred & Twenty-Seven Thousand Five Hundred Dollars & XX/Cents (\$827,500.00)**. The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Project Director a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Director or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Project Director and the Owner. The Owner may terminate this Contract without liability of any kind if the Schedule of Values is not agreed upon within fifteen (15) calendar days of the effective date hereof.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, the Owner shall make progress payments to the Contractor on account of the Contract Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until Owner has issued Final Acceptance.

5.2.3 On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly incorporated in the Work less the total amount of previous payments received from the Owner.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Director and Engineer shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Project Director shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on accounts of the Contract Price within thirty (30) days following the Project Director's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Director less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Project Director's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- a) defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
- b) claims of third parties against the Owner or the Owner's property;
- c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
- e) evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
- f) persistent failure to carry out the Work in accordance with the Contract;
- g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the Owner and the Project Director, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work is Substantially Complete, the Contractor shall submit to the Project Director a list of items to be completed or corrected. When the Project Director on the basis of an inspection determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the Owner, the Owner shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten Percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the Owner and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Director its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Director or the Owner; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by Owner the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Director's execution of a Final Certificate for Payment.

5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner \$25.00 per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4 Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Contract. This warranty shall survive termination of this Contract and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and

accept any and all communications from the Owner or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director

the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Submittals shall belong to Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Project Director shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, employees and officials from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, noted in either the Scope of Work, or the Contract Documents, that are referenced and considered a part of this Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting therefrom or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Project Director

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Contract. The Project Director shall be the Owner's representative from the effective date of this Contract until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Contract.

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Director deems it necessary or advisable, the Project Director shall authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

8.1.9 The Project Director's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time - An extension of Contract Time shall not be given due to weather conditions unless such weather conditions more severe than average have caused a delay. In requesting extension of time for weather conditions; Contractor shall present complete records and such requests shall document how weather conditions delayed progress of Work.

8.3 Field Orders

8.3.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such field orders promptly.

ARTICLE IX SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project (See Attachment B attached to this agreement). The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Project Director, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. Only the Change Order may change the Contract Price and the Contract Time.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 If Unit Prices are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Contract, it shall, if required by the Project Director, be uncovered for the Project Director's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Director or Owner, be uncovered for the Project Director's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project had it not been constructed in such manner as to include defective

or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Contract by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to compensation, if any, due to the

Contractor hereunder.

- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;
- (d) Contract prices for labor, materials, equipment, and other services accepted under this Contract;
- (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2. If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

13.1.1 The successful Bidder shall indemnify and hold the Owner harmless against all loss, damage, or expense by reason of injury to person or damage to property arising out of the use of or activities on any said premises by the successful Bidder, its agents, representatives, Contractors, Subcontractors, or employees. Prior to commencement of services under this Contract the successful Bidder's insurance coverage shall comply with the following insurance requirements:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit. Longshoreman's insurance, if applicable, must meet statutory limits.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
 - e. Broad form property damage
 - f. X, C, U and personal injury with employment exclusion deleted
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owned autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$3,000,000.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability, umbrella or excess liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - c. **Certificate of Insurance shall note "Bid No.: 11-64 – Lift Station Improvements – Group 1" in the description block of the certificate.**
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

Property Insurance

Property insurance will be provided by the prime contractor:

- a) Property Insurance shall be in an amount equal to the full replacement cost of the project.
- b) Property Insurance is to insure against the perils of fire and extended coverage and is to include "all risk" insurance to insure for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

Special Requirements

- d) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - d. **St. Johns County, the Contractor and all subcontractors will be named as insureds or additional insured on the property insurance policies.**
 - e. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- e) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- f) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

ARTICLE XIV MISCELLANEOUS

14.1 GOVERNING LAW AND VENUE

14.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be St. Johns County, Florida.

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in

respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.3 Surety Bonds

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such Bonds. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

14.4. Safety of Persons and Property

14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

**ARTICLE XV
EQUAL EMPLOYMENT OPPORTUNITY**

15.1 Contractor's Employment Opportunity

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

**ARTICLE XVI
APPRENTICESHIP LAW REQUIREMENTS**

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

16.1.6 The Contractor agrees to insert in any Subcontract under this Contract the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVII
ACCESS TO RECORDS

17.1 Access To Records (Chapter 119, Florida Statutes)

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE XVIII
REVIEW OF RECORDS

18.1 Review of Records

As a conditions of entering into this Agreement/Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the (insert name of other party) authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that (insert name of party) is under no duty to provide access to documentation not related to this Agreement, and/or is otherwise protected by County, State, or Federal law.

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Contract No.: 11-64 Lift Station Improvements – Group 1

Owner
St. Johns County _____ (Seal)

(Typed Name)

By: _____

Signature

Joe Burch, Purchasing Director
Printed Name & Title

Date of Execution

Cheryl Strickland, Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Assistant County Attorney

Date: _____

Contractor

(Seal)

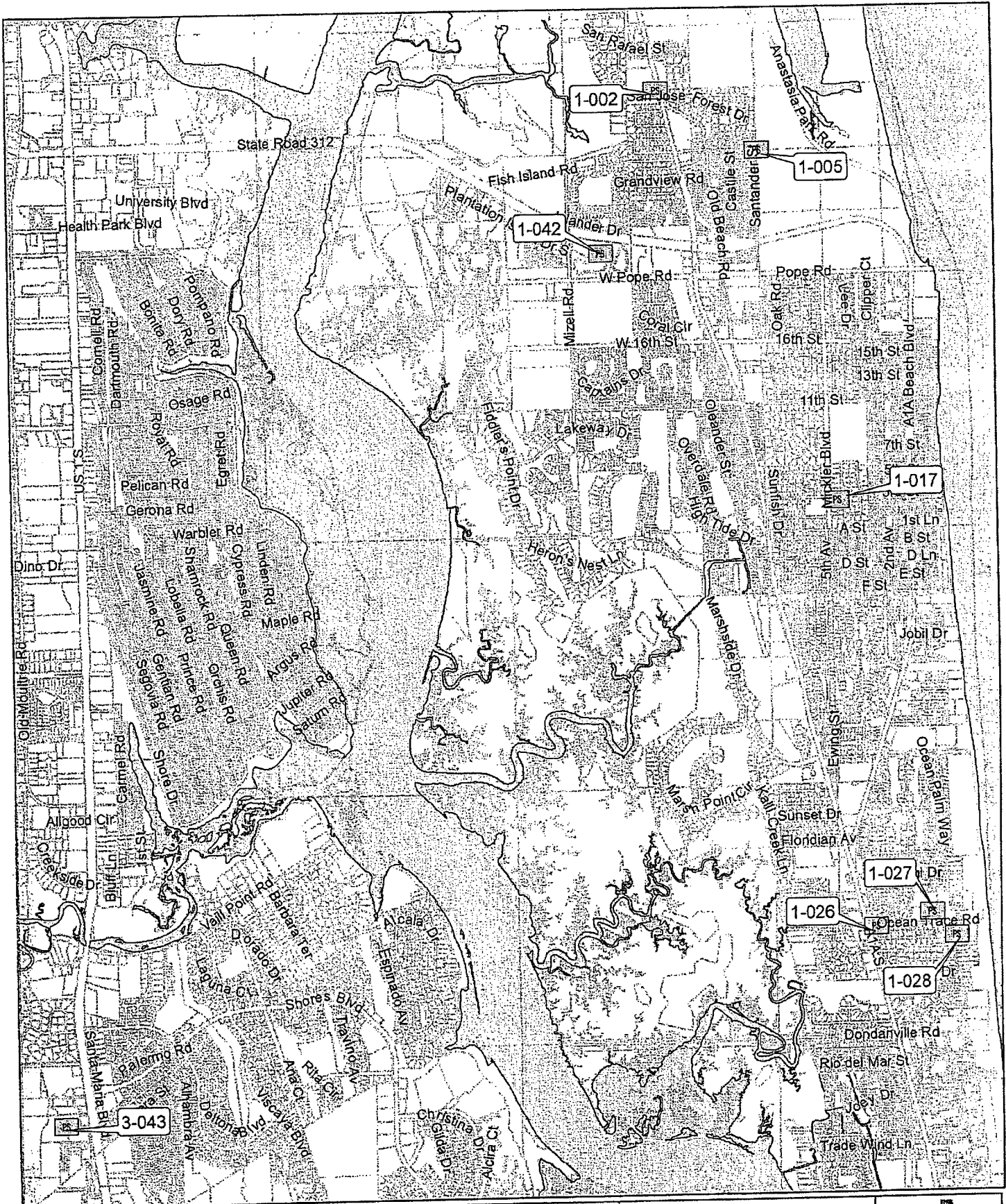
(Typed Name)

By _____

Signature

Printed Name & Title

Date of Execution



www.SJCFL.us



Map Prepared: 6/2011

Bid 11-64 Lift Station Improvements



**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

LIFT STATION IMPROVEMENTS - GROUP 1

OPENED BY
TABULATED BY
VERIFIED BY

SHARON HALUSKA
Barbara Beauchamp

BID NUMBER

11-64

OPENING DATE/TIME

July 6, 2011 2:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF OP INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PAGE (S) 1 of 1

POSTING DATE/TIME

FROM 07/06/11 3:00 PM

UNTIL 07/11/11 3:00 PM

6 PURCHASING DEPARTMENT.

BIDDERS	BASE BID # 1 ANASTASIA STATE PARK TOTAL LUMP SUM PRICE	BASE BID # 2 SEA OAKS TOTAL LUMP SUM PRICE	BASE BID # 3 CASA DEL MAR TOTAL LUMP SUM PRICE	BASE BID # 4 COQUINA LAKES TOTAL LUMP SUM PRICE	BASE BID # 5 SPANISH TRACE TOTAL LUMP SUM PRICE	BASE BID # 6 ST. AUGUSTINE BEACH & TENNIS CLUB TOTAL LUMP SUM PRICE	BASE BID # 7 OASIS TOTAL LUMP SUM PRICE
MASCI CORPORATION	\$154,603.00	\$67,990.00	\$67,990.00	\$157,550.00	\$86,930.00	\$94,650.00	\$11,350.00
A CON CONSTRUCTION CO., INC.	\$193,597.00	\$53,962.00	56,456.00	\$147,977.00	\$85,832.00	\$92,871.00	\$11,889.00
C&S COMPANIES	\$197,540.00	\$83,500.00	\$84,150.00	\$167,054.00	\$95,320.00	\$106,255.00	\$16,300.00
G&H UNDERGROUND CONSTRUCTION	\$166,590.00	\$76,450.00	\$70,850.00	\$145,585.00	\$95,850.00	\$103,050.00	\$15,250.00
TLC DIVERSIFIED, INC.	\$180,500.00	\$55,500.00	\$58,500.00	\$150,000.00	\$77,000.00	\$78,700.00	\$7,300.00

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

LEFT STATION IMPROVEMENTS - GROUP 1

ANY BIDDER AFFECTED ADVISED BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF OR INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

OPENED BY
TABULATED BY
VERIFIED BY

SHARON HALUSKA
Barbara Beauchamp

BID NUMBER

11-64

OPENING DATE/TIME

July 6, 2011

2:00 PM

UNTIL

07/11/11

6

PAGE (S) 1 of 1

POSTING DATE/TIME

07/06/11

3:00 PM

3:00 PM

PURCHASING DEPARTMENT.

BIDDERS	BASE BID # 8 MARINER HEALTH CLINIC TOTAL LUMP SUM PRICE	BASE BID # 9 6" FORCE MAIN @ OCEAN TRACE TOTAL LUMP SUM PRICE	TOTAL LUMP SUM PRICE (ITEMS 1-9)	BID BOND	ADDENDUM # 1	ADDENDUM # 2	ATTENDED MANDATORY PRE- BID MEETING
MASCI CORPORATION	\$172,058.00	\$65,820.00	\$878,941.00	YES	YES	YES	YES
ACON CONSTRUCTION CO., INC.	\$151,023.00	\$101,251.00	\$894,858.00	YES	YES	YES	YES
C&S COMPANIES	\$177,080.00	\$63,324.00	\$985,523.00	YES	YES	YES	YES
G&H UNDERGROUND CONSTRUCTION	\$147,525.00	\$81,150.00	\$902,300.00	YES	YES	YES	YES
TLC DIVERSIFIED, INC.	\$143,000.00	\$77,000.00	\$827,500.00	YES	YES	YES	YES

BID AWARD DATE - _____



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

2446 Dobbs Road
St. Augustine, Florida 32086

I N T E R O F F I C E M E M O R A N D U M

TO: James Overton, P.E., Engineer II
FROM: Sharon Haluska, Contract Administrator *[Signature]*
SUBJECT: Transmittal of Bids Received for Bid No. 11-64; Lift Station Improvements – Group 1
DATE: July 6, 2011

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval *[Signature]*

Date

7/15/11

Budget Amount

\$ 966,000

Account Funding Title

see attached

Funding Charge Code

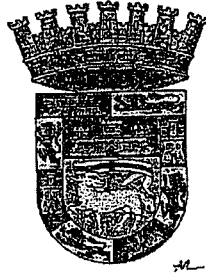
see attached

Award to

TLC Diversified

Award Amount

\$ 827,500.00



**Board of County Commissioners
St. Johns County, Florida**

BID NO.: 11-64

LIFT STATION IMPROVEMENTS – GROUP I

BID DOCUMENTS

FINAL 5/26/11

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086
(904) 209-0150**

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PROJECT SPECIFICATIONS

BID NO.: 11-64

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, July 6, 2011 by Sharon Haluska, in the St. Johns County Purchasing Department located at 2446 Dobbs Road, St. Augustine, Florida 32086 (Main # 904-209-0150) for Lift Station Improvements – Group I.

Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

Scope of Work:

The Scope of Work for this project shall generally include furnishing all labor, materials, equipment and other items necessary for pump station upgrades at eight (8) lift stations in St. Johns County, FL. Lift station upgrades and improvements shall generally include, but not be limited to setting up a temporary bypass, demolition/removal of existing lift station components, installation of new wet wells, upgrading pumps, piping & fittings, instrumentation & controls, electrical wiring, and other appurtenances. Also included is the installation of approximately 1260' of 6" HDPE forcemain via HDD along Ocean Trace Rd. All work shall be bid and performed specifically in accordance with the specifications and drawings.

This project is being funded through the State Revolving Funding program and as such shall be subject to all Florida Department of Environmental Protection Supplementary Conditions for Construction as provided in the Bid Documents EXCEPT Articles 17, 18, and 19. Minority and Women Business Enterprise (MBE and WBE) participation is **not** required for this project however Davis Bacon requirements shall apply.

Contractor Qualifications: Prime bidders must be fully licensed to do business in the State of Florida, hold either a current Certified Underground Utility Contractor or Certified General Contractor license and have successfully constructed, as a prime or subcontractor, at least 5 projects of the type, size, and dollar value of the construction proposed for this project in the past 5 years, and must have been in business as a contractor for at least 5 years. Bidder's must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

There will be a **Mandatory** Pre-Bid Conference on **Thursday, June 9, 2011, at 9:00 a.m.** at the St. Johns County Utility Department located at 1205 State Road 16, St. Augustine, Florida 32084. **"Anyone arriving after the scheduled time will not be allowed admittance. Any company not in attendance and signed in at this meeting will not be allowed to submit a bid."** It is recommended that potential bidders complete a thorough plan review prior to the Pre-Bid Conference.

Copies of Bidding Documents shall be obtained via Email request for **Bid No 11-64 Lift Station Improvements – Group I** along with full company name, address, phone & fax numbers,

primary contact name to Sharon Haluska at shaluska@sjcfl.us. Bid documents obtained from any source other than the FTP site address as released by the designated contact shown above are not considered authorized documents for the purpose of submitting a bid proposal for this project.

Any and all technical questions relative to this project shall be directed **in writing** to Jim Overton, St. Johns County Project Manager via email to joverton@sjcfl.us or fax to 904-209-2615. All procurement or bid process questions shall be directed **in writing** to Sharon Haluska, St. Johns County Purchasing via email to shaluska@sjcfl.us or fax to 904-209-0157. **The deadline for all questions for this bid shall be Wednesday, June 22, 2011 by 4:00 P.M.**

Additionally, document orders may be facilitated through Onvia DemandStar, Inc. These requests will be forwarded to the party responsible for bid document distribution via email. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

SECTION 00100

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida

PROJECT: BID NO.: 11-64 – Lift Station Improvements – Group 1

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and Plans including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Architect is an assignee of the Owner and is responsible for all field inspections (excluding code compliance) and assurance that the Contractor is conforming to the terms of the Contract. Code compliance is performed by the local building jurisdiction.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that:

He has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith:

- A. He has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed.
- B. His Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Copies: Bidding documents may be obtained from Sharon Haluska, Contract Administrator, St. Johns County Purchasing Dept. in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The Owner or Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least **thirteen (13)** days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or his Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect at least **thirteen (13)** days prior to the date for receipt of Bids.

Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts,

performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If the Architect or Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO.: 11-64 - SEALED BID FOR LIFT STATION IMPROVEMENTS - GROUP I *See Example Below:*

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086

BID NO.: XX-XX - SEALED BID FOR SAMPLE PROJECT

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineation, alteration or erasure must be initialed by the signer of the Bid, failure to do so

may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of amount bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond or certified cashiers check made payable to the Board of County Commissioners of St. Johns County.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "A Instruction to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

Prepare and submit one (1) original and two (2) copies of the required Bid Bond as shown above.

Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.

The Corporate seal must be affixed. Type or print the name of the Surety on the line provided and affix it's corporate seal.

Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted.

The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of 5 percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsible Bidder based on the Total Lump Sum Bid of all eight (8) sites provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

QUALIFICATION OF CONTRACTORS

Contractor Qualifications: Prime bidders must be fully licensed to do business in the State of

Florida, hold either a current Certified Underground Utility Contractor or Certified General Contractor license and have successfully constructed, as a prime or subcontractor, at least 5 projects of the type, size, and dollar value of the construction proposed for this project in the past 5 years, and must have been in business as a contractor for at least 5 years. Bidder's must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Bidders to whom award of a contract is under consideration shall submit to the Architect, upon his request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

LIST OF SUBCONTRACTORS

Each Bidder shall submit to Owner a list of Proposed Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "B", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on. Proposed subcontractors cannot be changed prior to award of a contract without written approval by the owner.

Upon request by the Architect, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Architect and Owner, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and Architect.

PUBLIC CONSTRUCTION BOND

Required Bonds: The Bidder shall furnish the required bond, in the form provided herein, covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as

may be agreeable to the parties.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

Surety must be licensed to do business in Florida.

Surety must have been in business and have a record of successful continuous operations for at least three years.

Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent of its surplus to policyholders.

Surety must have fulfilled all of its obligations on all other bonds given to the Owner.

Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds: The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless specified in the Bidding Documents, the bonds shall be written in the form of those bound in this Project Manual.

The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Fixed Price Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum.

CONTRACT TIME - LIQUIDATED DAMAGES

The following will be made a part of the Contract:

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". St. Johns County will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at it's option to consider the Contractor non-responsive and Contract with the next best Bidder.

"The work to be performed per under this Agreement shall be commenced within ten (10) days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within Three Hundred & Forty (340) consecutive calendar days from the date of the Notice to Proceed. Final completion shall be attained Thirty (30) consecutive calendar days from the date of substantial completion".

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$ 313.00
Over \$50,000 but less than \$250,000	\$ 580.00
\$250,000 or more but less than \$500,000	\$ 715.00
\$500,000 or more but less than \$2,500,000	\$1,423.00
\$2,500,000 but less than \$5,000,000	\$2,121.00
\$5,000,000 but less than \$10,000,000	\$3,057.00
\$10,000,000 but less than \$15,000,000	\$3,598.00
\$15,000,000 but less than \$20,000,000	\$4,544.00
\$20,000,000 and over	\$8,537.00
.	0.00027 of any amount over \$20 Million

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period (See Article XIII in Standard Agreement Between Owner & Contractor). An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed." In addition to the insurance requirements shown in Article XIII the successful bidder shall be required to carry USL&H insurance coverage. Proof of all coverages will be required prior to execution of a contract by St. Johns County.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Bid Form Attachment D, Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

END OF SECTION

BID NO.: 11-64

OFFICIAL COUNTY BID FORM - REVISED 6/21/11
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL

PROJECT: LIFT STATION IMPROVEMENTS - GROUP I

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA

DATE SUBMITTED: July 6, 2011

BID PROPOSAL OF

TLC Diversified, Inc.

FULL LEGAL COMPANY NAME

2719 17th Street East, Palmetto, FL 34221 941-722-0612

Address

Telephone

No.

Gentlemen: Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for Lift Station Improvements Group I, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

BASE BID #1 :

FOR: Lift Station Improvements @ Anastasia State Park as per plans and specifications.

\$ 180,000.00
Total Lump Sum Price (Numerical)

One Hundred Eighty Thousand /100 Dollars
(Amount written or typed in words)

BASE BID #2:

FOR: Lift Station Improvements @ Sea Oaks as per plans and specifications.

\$ 55,500.00
Total Lump Sum Price (Numerical)

Fifty Five Thousand Five Hundred 00 /100
Dollars
(Amount written or typed in words)

BASE BID #3:

FOR: Lift Station Improvements @ Casa Del Mar as per plans and specifications.

\$ 58,500.00
Total Lump Sum Price (Numerical)

Fifty Eight Five Hundred 00 /100
Dollars
(Amount written or typed in words)

BASE BID #4:

FOR: Lift Station Improvements @ Coquina Lakes as per plans and specifications.

\$ 150,000.00
Total Lump Sum Price (Numerical)

One Hundred Fifty Thousand 00 /100
Dollars
(Amount written or typed in words)

BASE BID #5:

FOR: Lift Station Improvements @ Spanish Trace as per plans and specifications.

\$ 77,000.00
Total Lump Sum Price (Numerical)

Seventy Seven Thousand 00 /100
Dollars
(Amount written or typed in words)

BASE BID #6:

FOR: Lift Station Improvements @ St. Augustine Beach & Tennis Club as per plans and specifications.

\$ 78,700.00
Total Lump Sum Price (Numerical)

Seventy Eight Seven Hundred /100
Dollars
(Amount written or typed in words)

BASE BID #7:

FOR: Lift Station Improvements @ Oasis as per plans and specifications.

\$ 7,300.00
Total Lump Sum Price (Numerical)

Seven Thousand Three Hundred /100
Dollars
(Amount written or typed in words)

BASE BID #8:

FOR: Lift Station Improvements @ Mariner Health Clinic as per plans and specifications.

\$ 143,000.00
Total Lump Sum Price (Numerical)

One Hundred Forty Three Thousand /100
Dollars
(Amount written or typed in words)

BASE BID #9:

FOR: 6" Force Main @ Ocean Trace as per plans and specifications.

\$ 77,000.00
Total Lump Sum Price (Numerical)

Seventy Seven Thousand /100
Dollars
(Amount written or typed in words)

TOTAL LUMP SUM BID (#1 + #2 + #3 + #4 + #5 + #6 + #7 + #8 + #9 = Total Lump Sum Bid):

\$ 827,500.00
Total Lump Sum Price (Numerical)

Eight Hundred Twenty Seven, Five Hundred /100
Dollars
(Amount written or typed in words)

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid. The basis of award shall be the Total Lump Sum Bid of all eight sites.

Time of Substantial Completion shall be 340 consecutive calendar days from receipt of Notice to Proceed from Owner.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: June 22, 2011

No.: 2 Date Received: June 29, 2011

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal

is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within Three Hundred & Forty (340) consecutive calendar within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

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The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within Three Hundred & Forty (340) consecutive calendar within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

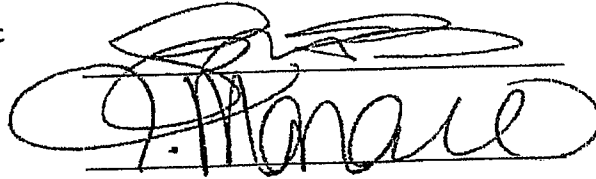
The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: TLC Diversified, Inc.
(Seal)

Acting Vice President
By: Dalas Lamberson
(Name & Title typed or printed)

Acting Secretary
By: Tiffany Monaco
(Name & Title typed or printed)



Address: 2719 17th Street East, Palmetto, FL 34221

Telephone No.: (941) 722-0621

Fax No.: (941) 722-1382

Email Address for Authorized Company Representative:
tlamberson@tlcdiversified.com

Federal I.D. Tax Number: 59-2513308 DUNS #: _____

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:**
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - Certificate of Compliance with Florida Trench Safety Act
 - "E" - License/Certification List
 - "F" - Unit Price List
 - "G" - Certificate of Compliance w/FDEP Generic Permit Requirements
 - "H" - Qualifications Statement
 - "I" - Appendix G - Certification of Compliance with 41 CFR 601.7: Reports and Other Required

"J" – Appendix H – Certification of Nonsegregated
Facilities
"K" – Certifications Regarding Debarment, Suspension and
Other Responsibility Matters
"L" – Certification of Compliance with Federal Labor
Standards Provisions
"M" – Certification of Compliance with Immigration and
Control Act
Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Attachments "A" – "M" inclusive and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

Bid No.: 11-64

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Dalas Lamberson who being duly sworn, deposes and says he is Acting Vice President (Title) of the firm of TLC Diversified, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 11-64 Lift Station Improvements - Group I in St. Johns County, Florida.

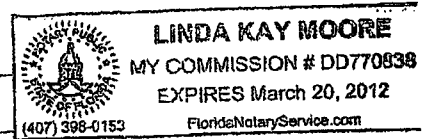
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

TLC Diversified, Inc.
(Bidder)

By: [Signature]
Dalas Lamberson
Acting Vice President
(Title)

Sworn and subscribed to me this 6th day of July, 2011.

Notary Public:
[Signature]
Signature
Linda K. Moore
Printed



My commission Expires: March 20, 2012

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

LIFT STATION IMPROVEMNTS - GROUP I

ATTACHMENT B

LIST OF PROPOSED SUBCONTRACTORS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

<u>DIVISION OF WORK or DESCRIPTION/NAME OF EQUIPEMENT</u>	<u>NAME AND ADDRESS OF SUBCONTRACTOR or EQUIPMENT VENDOR</u>
Coatings	SpectraShield Liner 4527 Sunbeam RD, Jacksonville, FL 32257
FRP Liner	Mike Thompson Sales 6707 Pemberton Estates Ct., Suwanee, FL 33584
Precast	Hanson Pipe & Precast 840 West Ave., Deland, FL 32730
Electrical	Chincor Electric POB 4311, Enterprise, FL

Bid No.: 11-64

ATTACHMENT C

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Tiffany Monaco, Acting Secretary, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Dalas Lamberson who signed the said bond on behalf of the Principal, was then Acting Vice President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Tiffany Monaco
Acting Secretary
Tiffany Monaco

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Theodore J. Jedlick to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the JB I Group, Inc. and that he has been authorized by Westfield Insurance Company to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 6th day of July, 2011, A.D.

Linda K. Moore
NOTARY PUBLIC
State of Florida-at-large



My Commission Expires: March 20, 2012

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

Bid No.: 11-64

ATTACHMENT "D"
CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: Dalas Lamberson-Acting Vice President

TLC Diversified, Inc.
Bidder

July 6, 2011
Date


Authorized Signature

ATTACHMENT "E"

License/Certification List

In the space below, the Bidder shall list all current licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
General Contractor	CGC041816	State of Florida	08/31/2012
Underground Utility & Excavation Co.	CUC053963	State of Florida	08/31/2012
Florida Corporation	H51364	State of Florida	12/31/2011



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 4991258
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 CGC041816 06/10/10 090477326
 CERTIFIED GENERAL CONTRACTOR
 LAMBERSON, THURSTON
 T L C DIVERSIFIED INC
 IS CERTIFIED under the provisions of Ch. 489 FS
 Expiration date: AUG 31, 2012 LI0061000835

DETACH HERE

AC# 4991258

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061000835

DATE	BATCHNUMBER	LICENSE NBR
06/10/2010	090477326	CGC041816

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

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

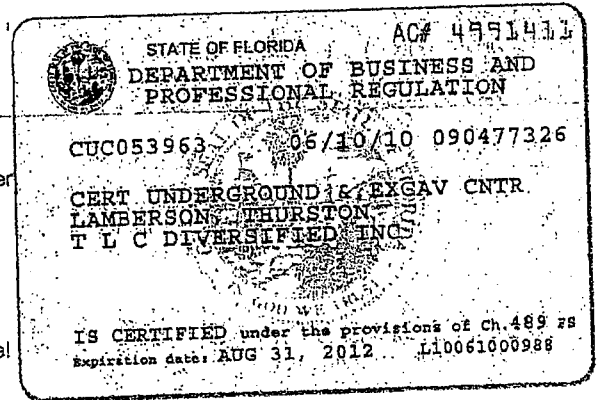
(850) 487-1395

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 4991411

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061000988

DATE	BATCH NUMBER	LICENSE NBR
06/10/2010	090477326	CUC053963

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2012

LAMBERSON, THURSTON
T L C DIVERSIFIED INC
2719 17TH STREET EAST
PALMETTO FL 34221

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

State of Florida

Department of State

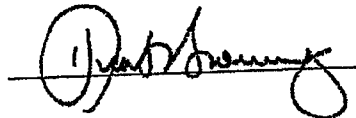
I certify from the records of this office that T.L.C. DIVERSIFIED, INC. is a corporation organized under the laws of the State of Florida, filed on April 4, 1985.

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on February 2, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Eleventh day of February, 2011*



Secretary of State



Authentication ID: 200193194722-021111-H51364

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
<https://efile.sunbiz.org/certauthver.html>

Bid No.: 11-64 – LIFT STATION IMPROVEMENTS – GROUP 1

ATTACHMENT F
UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

ITEM DESCRIPTION		UNIT MEASURE	UNIT PRICE
1	4" SCH 10 SST Pipe	LF	57.00
2	4" SST Tee	EA	246.00
3	4" SST 90° Bend	EA	210.00
4	4" SST 45° Bend	EA	205.00
5	4" x 3" SST Reducer	EA	200.00
6	4" Kamlock Fitting	EA	285.00
7	4" Plug Valve	EA	586.00
8	4" DR25 PVC Pipe	LF	38.00
9	6" DR11 HDPE Pipe	LF	38.00
10	Spectra-Shield Coating	SF	21.00
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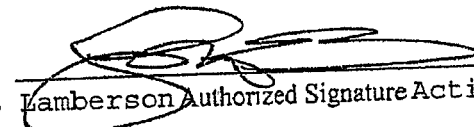
BID NO.: 11-64

ATTACHMENT "G"

**CERTIFICATE OF COMPLIANCE
WITH FDEP GENERIC PERMIT REQUIREMENTS**

Bidder acknowledges that he is solely responsible for complying with all requirements of the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Generic Permit. These requirements are further described in Section 01571 - NPDES PERMIT CONFORMANCE. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Prices are all costs for complying with the FDEP NPDES Generic Permit.

By: TLC Diversified, Inc. July 6, 2011
Bidder Date


Dalas Lamberson Authorized Signature Acting Vice President

ADDITIONAL PROJECT INFORMATION IS ATTACHED

LIFT STATION IMPROVEMENTS - GROUP 1

BID NO.: 11-64

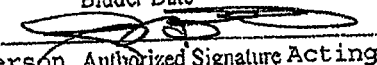
ATTACHMENT "H"
QUALIFICATIONS STATEMENT

Bidder acknowledges that he is licensed to perform utility work in the STATE OF FLORIDA.

By: TLC Diversified, Inc.

July 6, 2011

Bidder Date


 Dalas Lamberson Authorized Signature Acting Vice President

Provide a brief description of at least five (5) similar jobs completed within the last 5 years

Date	Job Name	Description: Type, Length, Size, Material	Owner Contact Info
<i>Example</i> April-Nov. 2005	SR207 FM Extension	FM Extension, 10,000 ft. of 10" PVC and services. 2,000 ft. of 12" HDPE Dir. Drill.	St. Johns Co. Utility Scott Trigg, P.E. (904) 471-8486
Aug. - Oct. 2009	Manatee LS 5A, 35A, 28A, 23AA Upgrades	All New Wet Well & Vault Piping, Base Ells, Guide Rails	Manatee County Jim Marble 941-755-1853
Feb - April 2010	University Pkwy 16" Water Line Installation	Installed 750' of 16" DIP Water Line	Manatee Co. Jim Marble 941-755-1853
Jan - June 2011	LBK Master LS D Rehabilitation	Install 24'x24'x20' Deep Master LS.	Town of Longboat Key Anne Ross 941-650-5275
March - May 2010	Clearwater LS 41 Replacement	Installed 6' Dia. New Wet Well/Vault/Manhole. New Pumps, Piping, etc.	City of Clearwater Robert Maue 727-562-4827
April - Feb 2010	Leesburg Master Headworks LS	Installed 20'x20' Master Wet Well, 100 24" Force Main	City of Leesburg Terry Pollard 352-728-9880

TLC Project Type & History Report

Project Name	Owner	Contract Amount	Year Complete	% Comp.	Job #
Annual Contract					
Annual Lift Station Rehab Contract	Sarasota County Government	\$2,303,002	2001	100%	97 12
Annual Agreement for W & WWTP C	Martin County Utilities	\$3,875,880	2004	100%	101 01
Palm Springs/Seminole Piggyback LS	Village of Palm Springs	\$818,765	2008	100%	104 08
Annual Agreement for W & WWTP C	Martin County Utilities	\$6,142,884	2008	100%	104 11
SSNOCWTA Annual Contract for LSs	SSNOCWTA	\$514,277	2006	100%	105 12
Boca Raton Seminole Annual Lift Stat	City of Boca Raton	\$1,273,692	2010	100%	106 10
City of Clearwater Annual Contract	City of Clearwater	\$2,257,204	2009	100%	106 13
Annual Lift Station Rehabilitation Con	City of West Palm Beach	\$299,227	2008	100%	106 16
Annual Agreement for W & WWTP C	Martin County Utilities	\$1,382,392	Open	99%	107 09
Palm Beach Co Seminole Annual Pigg	Palm Beach County Utilities	\$136,978	2007	100%	107 12
Manhole Lift Stations Rehab Annual C	Town of Longboat Key	\$97,610	Open	53%	109 40
City of Clearwater Annual LS Contrac	City of Clearwater	\$102,058	Open	0%	111 02
Total:		\$19,203,969			

Lift Station New

Pump Station 161	Palm Beach County Utilities	\$10,460	1987	100%	87 05
Breakers Lift Station	Palm Beach Breakers Hotel	\$24,561	1987	100%	87 08
WXEL Pump Station	City of Boynton Beach	\$63,754	1989	100%	89 06
Deerfield L.S. #5	City of Deerfield Beach	\$215,345	1990	100%	89 08
Lift Station #55	City of West Palm Beach	\$67,757	1990	100%	90 01
Melbourne Lift Stations Rehab	B & B Underground Inc.	\$233,792	1990	100%	90 04
Riviera Beach Lift Stations	City of Riviera Beach	\$232,793	1991	100%	90 06
School GGG Lift Station	B & B Underground Inc.	\$119,081	1991	100%	90 07
Lantana Cascades Lift Station	Town of Lake Clarke Shores	\$67,946	1991	100%	90 15
Royal Palm Lift Station Completion	Village of Royal Palm Beach	\$14,499	1990	100%	90 18
Eckerd Youth Camp/Pump Station	Fl. Dept. Of Rehab. Services	\$112,734	1991	100%	91 05
Brevard Co. Leachate System	B & B Underground Inc.	\$145,238	1992	100%	91 08
Boca Pump Station Modifications	City of Boca Raton	\$709,352	1992	100%	91 12
Martin County Lift Station	B & B Underground Inc.	\$41,927	1992	100%	91 14
Grants Pump Station	City of Stuart	\$285,944	1992	100%	91 16
Seacoast Lift Stations	Seacoast Utility Authority	\$1,225,908	1993	100%	92 03
L.S.'s 3, 10, & 12	City of Riviera Beach	\$546,989	1993	100%	92 09
Seacoast Lift Station 24	Seacoast Utility Authority	\$94,850	1994	100%	93 09
Seacoast Lift Stations 1 & 2	Seacoast Utility Authority	\$68,499	1994	100%	93 10
Pump Stations 963 & 964 Modificatio	Palm Beach County Utilities	\$155,392	1996	100%	94 10
FAU Lift Station Wet Well	Mycon Corp.	\$14,980	1995	100%	94 16
"The Reserve" Lift Station Wet Well	Erskin Properties, Inc.	\$11,736	1995	100%	94 22
FPL Wier Modifications	W.W. Gay Mechanical	\$170,800	1995	100%	95 01
Everglades Youth Camp Lift Station	Fl. Game & Fish Commission	\$38,987	1996	100%	95 03
Lake Charles Lift Station	Mel Bush Construction	\$13,777	1996	100%	95 05
Replacement of Lift Station #7	City of West Palm Beach	\$35,743	1996	100%	95 09
Lift Station #6	Seacoast Utility Authority	\$208,736	1996	100%	95 14
Lift Stations 4, 8, 11, 38 & 48	City of Riviera Beach	\$388,457	1996	100%	95 15
Lift Stations 103, 104, & 106	Palm Beach County Utilities	\$214,237	1996	100%	95 24
Lift Stations 997, 1053, & 1054	Palm Beach County Utilities	\$242,391	1996	100%	95 25
Lift Station 68 Modifications	Seacoast Utility Authority	\$26,462	1996	100%	96 02
Indian River Lift Station #1	Indian River County Utilities	\$73,211	1996	100%	96 04
Lift Station # 4	Seacoast Utility Authority	\$124,388	1996	100%	96 05
Riverwalk Lift Station #3	Teamland Development	\$71,514	1997	100%	96 09
Lift Station	Coastal Utilities	\$15,316	1996	100%	96 10
Master Lift Station Project	City of West Palm Beach	\$987,495	1998	100%	96 12

TLC Project Type & History Report

Project Name	Owner	Contract Amount	Year Complete	% Comp.	Job #
Wet Well Installation	Coastal Utilities	\$14,316	1997	100%	97 07
Lift Station Rehab & Sewer System U	City of Bradenton	\$1,675,481	1999	100%	97 10
Lift Station #1	City of Punta Gorda	\$102,456	1998	100%	97 11
Baywinds Lift Station	B & B Underground Inc.	\$22,744	1999	100%	99 04
Replacement of Southwest Pumping St	City of Lakeland WW Op	\$1,694,281	2000	100%	99 07
Wet Well Installation	AKA Services	\$25,125	2000	100%	100 04
Pump Station 300 Replacement/Reloca	Pinellas County Utilities	\$323,383	2002	100%	101 06
Wastewater Pump Station #10	City of Pinellas Park	\$535,209	2002	100%	102 01
Adamo Acres Lift Station	City of Tampa	\$198,000	2003	100%	102 07
Lift Station #22	City of Clearwater	\$404,878	2003	100%	102 20
Sugarmill Pump Station	Hillsborough County Water	\$412,319	2003	100%	102 22
Golf & Sea Pump Station Replacement	Hillsborough County Water	\$230,817	2004	100%	103 14
Lift Station #17 Replacement	Seacoast Utility Authority	\$272,557	2004	100%	103 15
Acreage Area High School Lift Station	Eden's Construction Co., Inc.	\$231,542	2004	100%	103 17
Cherrystone Pump Station	Hillsborough County Water	\$232,651	2004	100%	103 18
Master Pump Station	Okeechobee Utility Authority	\$330,943	2004	100%	103-16
Lift Stations 1 & 6	City of Clearwater	\$425,433	2004	100%	103 27
Lift Stations 37 & 43 Improvements	City of Clearwater	\$619,463	2005	100%	104 02
Wastewater System Improvements Ph.	City of Dunnellon	\$653,748	2006	100%	104 18
Lift Station 55 Refurbishment	City of Clearwater	\$560,072	2005	100%	104 32
Lift Station 12 Replacement	City of Clearwater	\$318,434	2005	100%	105 21
Pump Stations 15 & 25 Replacment	City of Clearwater	\$659,671	2005	100%	105 22
Martin Co Middle School AA Lift Stat	B & B Underground Inc.	\$179,990	2006	100%	105 32
Master In-Line Sewer Pump Station	Indian River County Utilities	\$2,121,586	2008	100%	106 24
Artisan Lakes Master Pump Station	Taylor Woodrow Corp.	\$2,011,170	2008	100%	107 08
Gulf Gate Transfer Pump Station	Sarasota County Government	\$2,267,747	2008	100%	107 16
Lift Station 16 Replacement	City of Clearwater	\$1,821,786	2008	100%	107 17
WWTP #2 Backwash Lift Station Wet	Globaltech, Inc.	\$30,870	2009	100%	109 28
Private Lift Station w/ connection to P	Lion Country Safari, Inc.	\$343,315	2010	100%	109 35
Turnpike WRF Part B; HEadworks LS	City of Leesburg	\$1,448,044	2010	100%	109 46
Lift Station D Replacement	Town of Longboat Key	\$1,572,490	Open	57%	110 05
Bonnet Creek Lift Station LS-2	BCRC Development District	\$375,176	Open	1%	110 27
Lift Station 7 Replacement	City of St. Cloud	\$213,357	Open	1%	110 33
Lift Station F Replacement	Town of Longboat Key	\$375,800	Open	2%	111 05
Total:		\$29,779,905			

Lift Station Rehab

Okeechobee Lift Stations	Okeechobee Utility Authority	\$33,852	1985	100%	85 02
Broadview Lift Station	Loxahatchee River District	\$11,950	1987	100%	87 12
King's Academy Lift Station	King's Academy	\$6,250	1988	100%	87 25
Pump Base Rebuild	Loxahatchee River District	\$1,902	1988	100%	87 29
Hugh Taylor Birch L.S. Rehab	FL. Dept of Natural Resource	\$16,320	1988	100%	88 04
Lift Station #95	Loxahatchee River District	\$12,900	1988	100%	88 05
John's Island Lift Stations	City of Vero Beach	\$396,999	1989	100%	88 08
Port Salerno Lift Stations	Martin County Utilities	\$306,077	1989	100%	88 11
Bent Pines Lift Station	B & B Underground Inc.	\$1,600	1988	100%	88 13
Lake Clarke Shores L.S.'s	Town of Lake Clarke Shores	\$87,921	1989	100%	89 04
Lift Station #8 Renovation	City of North Lauderdale	\$56,600	1989	100%	89 09
Broward Lift Stations	Broward County Utilities	\$120,615	1990	100%	89 13
Lantana Master Pump Station & Plant	Town of Lantana	\$162,798	1990	100%	90 03
Village of Golf Lift Stations	Village of Golf Utilities	\$199,439	1992	100%	90 10
Lift Stations 21B & C	Broward County Utilities	\$110,620	1991	100%	90 13

TLC Project Type & History Report

Project Name	Owner	Contract Amount	Year Complete	% Comp.	Job #
Lift Station 30I	Broward County Utilities	\$39,713	1990	100%	90 14
Encon L.S.'s #63 & #133	Loxahatchee River District	\$44,966	1990	100%	90 17
Encon L.S.'s #54	Loxahatchee River District	\$19,830	1991	100%	91 04
Checkers Resturant Lift Station	Checkers Drive-in Restaurant	\$2,049	1991	100%	91 06
Vill of Golf Manhole & Road Repairs	Village of Golf Utilities	\$17,820	1991	100%	91 10
Stuart Yacht Club	Martin County Utilities	\$30,646	1992	100%	92 01
Village of Golf LS's	Village of Golf Utilities	\$70,635	1992	100%	92 06
Lantana Lift Stations	Town of Lantana	\$247,991	1993	100%	92 10
Golf Lift Stations Q2 & Q5	Village of Golf Utilities	\$80,955	1993	100%	93 02
Rehab of Lift Stations 3 & 6	City of Pompano Beach	\$117,321	1995	100%	94 02
Rehab of Lift Stations 4, 7, & 11	City of Pompano Beach	\$189,376	1996	100%	94 03
Rehab of Lift Stations 16 & 17	City of Tamarac	\$165,251	1994	100%	94 04
Wellington Edge Lift Station	Eden's Construction Co., Inc.	\$5,150	1994	100%	94 05
Homestead Lift Stations & Force Main	City of Homestead	\$296,647	1994	100%	94 11
South Bay Growers Lift Station	City of South Bay	\$31,972	1996	100%	94 15
Ibis Master & LS #84 Rehabilitation	City of West Palm Beach	\$53,852	1996	100%	94 19
Royal Antiguan Lift Station	RAB Marketing/Pineapple B	\$7,531	1996	100%	94 24
Ibis Repump Station Modifications	City of West Palm Beach	\$93,671	1996	100%	95 04
Lift Station # 1 Rehabilitation	Seacoast Utility Authority	\$82,274	1996	100%	95 10
Repair Lift Stations 14, 15 & 16	Village of Royal Palm Beach	\$56,806	1996	100%	95 16
Wastewater Lift Station Rehabilitation	Village of Wellington	\$45,986	1996	100%	95 21
Lift Station Improvements	Jupiter Beach Resort	\$30,000	1999	100%	98 05
Lift Station Rehabilitation Program	Town of Briny Breezes	\$175,098	1999	100%	99 08
Improvements to Lift Station 11	City of Belle Glade	\$81,353	2000	100%	99 11
Riverview Pump Station Improvement	Hillsborough County Water	\$503,664	2000	100%	99 18
Pump Station #9 Conversion	City of South Bay	\$97,900	2000	100%	99 20
Rehabilitation of Lift Staton #1	Village of Royal Palm Beach	\$42,000	2000	100%	99 23
Ave. U Master Lift Station Improve	City of Riviera Beach	\$398,929	2001	100%	99 24
Lift Station Rehabilitation Program Ph	Town of Briny Breezes	\$153,145	2000	100%	100 02
Rehabilitation of Lift Station #4	Village of Wellington	\$32,358	2000	100%	100 03
Tidevue Master Lift Station	Manatee County Utilities	\$457,646	2001	100%	100 09
Lift Station #1 Improvements	City of Belle Glade	\$117,788	2001	100%	100 10
Lift Station #12 Improvements	City of Belle Glade	\$89,450	2001	100%	100 11
Rehab of Triplex Lift Stations	Manatee County Utilities	\$253,460	2001	100%	100 12
Lift Stations B-1 & C-2	City of Oakland Park	\$639,358	2001	100%	100 14
Local Pump Station Rehabilitation Pro	City of Lake Worth	\$1,154,939	2002	100%	100 15
Lift Station #10 Improvements	City of Belle Glade	\$93,399	2001	100%	100 16
Modifications to Lift Station #3	City of South Pasadena	\$129,952	2001	100%	101 05
Davis Islands Pump Station Rehabilita	City of Tampa	\$99,565	2001	100%	101 04
Flamingo Drive Lift Station Rehabilita	Manatee County Utilities	\$53,599	2001	100%	101 08
Westfield/Coronado Lift Stations Reha	Fla Government Utility Auth.	\$124,051	2001	100%	101 09
Pump Station #4 Renovation	City of Mulberry	\$67,195	2001	100%	101 10
Abaco Reuse Pump Station Piping Mo	Loxahatchee River District	\$14,630	2002	100%	101 12
Pump Stations 23, 54, 63, 66 & IRB	Pinellas County Utilities	\$777,139	2002	100%	102 02
Lift Station #4 Valve & Pump Base Re	Indiantown Company	\$6,907	2002	100%	102 05
Aaron Street Lift Station	Charlotte County Utilities	\$143,866	2002	100%	102 08
Rehabilitation of 3 Lift Stations	Village of Palm Springs	\$325,856	2003	100%	102 13
Lift Station #23 Improvements	City of Bradenton	\$225,473	2003	100%	102 15
Tara #20 Lift Station	Manatee County Utilities	\$139,988	2003	100%	102 18
Mar-Mak Colony Club Lift Station	Mar-Mak Colony Club	\$82,159	2003	100%	102 21
Lift Station Rehab Project	Town of Pembroke Park	\$305,982	2004	100%	102 23

FLC Project Type & History Report

Project Name	Owner	Contract Amount	Year Complete	% Comp.	Job #
Lift Station #137 Motor Hatches	City of Sunrise	\$246,412	2004	100%	103 01
Lift Station #43 Rehabilitation	Loxahatchee River District	\$80,444	2003	100%	103 02
Lift Station #114 Piping Rehabilitation	Loxahatchee River District	\$5,767	2003	100%	103 03
Lift Station SB Piping Replacement	City of Temple Terrace	\$17,450	2003	100%	103 04
Villa Lago Pump Station Upgrades	Palm Beach County Utilities	\$94,585	2003	100%	103 06
Lift Station 19 Modifications	Loxahatchee River District	\$36,704	2003	100%	103 07
Poinciana Pump Station #65 upgrades	Fla Government Utility Auth.	\$296,923	2004	100%	103 08
Rehabilitation of Lift Stations 19, 57	City of Delray Beach	\$412,766	2004	100%	103 09
Rehabilitation of Lift Station D-3	City of Oakland Park	\$179,364	2003	100%	103 13
Lift Station "A"	City of Oakland Park	\$220,635	2004	100%	103 21
Seminole County Annual Lift Station	Town of Longboat Key	\$1,280,643	2010	100%	104 01
Lift Stations 9 & 10 Improvements	Seminole County Utilities	\$513,390	2005	100%	104 03
Lift Station 41-A Rehabilitation	City of Clearwater	\$175,029	2004	100%	104 05
Lift Station 1A Rehabilitation	Manatee County Utilities	\$920,645	2005	100%	104 07
Golden Gate Lift Stations	City of Riviera Beach	\$214,950	2005	100%	104 10
Wet-Well Rehabilitation	Fla Government Utility Auth.	\$159,348	2004	100%	104 17
Lift Station #10 Refurbishment	City of Winter Haven	\$565,355	2005	100%	104 31
Rehabilitation of Lift Stations D6 & D	City of Dunedin	\$384,444	2005	100%	105 02
Sewage System Repairs	City of Oakland Park	\$2,647	2005	100%	105 04
Lift Station 39 Rehab & Misc Repairs	Severn-Trent	\$29,466	2005	100%	105 13
Master Pump Station Base Elbow Rep	City of Largo	\$4,070	2005	100%	105 16
Booster Pump Station Refurbishment	Okeechobee Utility Authority	\$326,018	2006	100%	105 17
Mintz School Lift Station Rehab	Town of Longboat Key	\$51,825	2005	100%	105 18
Odor Control System for LS 52	School Dist. of Hillsborough C	\$95,340	2006	100%	105 19
Electrical Modifications to Various Sta	Charlotte County Utilities	\$130,982	2005	100%	105 23
Crest Haven I Pump Station Renovatio	City of Coral Springs	\$256,055	2006	100%	105 29
Mods to 153rd Ave. Lift Station	Village of Palm Springs	\$122,587	2006	100%	105 30
BelAire Lift Stations	City of Madeira Beach	\$774,083	2006	100%	105 33
Solid Waste Master Lift Station	Pinellas County Utilities	\$1,060,378	2006	100%	105 34
Master Pump Repair	Pinellas County Utilities	\$14,139	2006	100%	105 35
Lift Stations 6, 7, 19, 20, 21 & 41 Reh	Town of Longboat Key	\$1,899,970	2007	100%	105 37
Rehabilitation of Master Pump Station	City of Bradenton	\$141,142	2006	100%	105 38
Installation of Pump at SE-2	Town of South Palm Beach	\$12,136	2006	100%	106 01
Wimauma Lift Station Upgrade	Okeechobee Utility Authority	\$74,000	2006	100%	106 02
WWTP Wet Well Rehabilitation	School Dist. of Hillsborough C	\$36,095	2006	100%	106 04
Yacht Club Lift Station	City of Winter Haven	\$121,889	2006	100%	106 07
Rehab of Various Lift Stations	City of Moore Haven	\$89,506	2006	100%	106 11
Riverview School Lift Station Rehab	Loxahatchee River District	\$48,400	2006	100%	106 14
Annual Rehabilitation of Lift Stations	School Dist. of Hillsborough C	\$222,493	2008	100%	106 17
Lift Stations 6D & 7D Replacement	Okeechobee Utility Authority	\$380,848	2007	100%	106 19
Lift Station Rehabilitation Annual Con	Town of Longboat Key	\$233,005	2007	100%	106 21
Golden Gate Lift Station 8 Repairs	City of Lake Worth	\$4,450	2006	100%	106 22
Master Lift Station Rehabilitation	Fla Government Utility Auth.	\$326,928	2007	100%	106 23
Village of Golf Lift Station Rehab	Ft. Pierce Utilities Authority	\$152,942	2007	100%	107 01
Upgrades to Lift Stations 68 & 69	Village of Golf Utilities	\$448,688	2007	100%	107 03
Lift Stations B & C Rehabilitation	Indian River County Utilities	\$592,194	2008	100%	107 07
Lift Station 79 Rehabilitation	Town of Longboat Key	\$81,372	2000	100%	107 10
Lehigh Acres Lift Station Rehabilitatio	Loxahatchee River District	\$352,006	2008	100%	107 14
Amber Lakes Lift Station	Fla Government Utility Auth.	\$23,030	2007	100%	107 15
Lift Stations #4, #18 & #52 Rehabilitatio	Engineered Homes of Orland	\$981,912	2008	100%	107 18
Wastewater Lift Stations Rehabilitatio	City of St. Petersburg	\$2,372,494	2009	100%	107 22

ELC Project Type & History Report

<u>Project Name</u>	<u>Owner</u>	<u>Contract Amount</u>	<u>Year Complete</u>	<u>% Comp.</u>	<u>Job #</u>
Lift Station 10 Rehabilitation	City of North Lauderdale	\$244,429	2008	100%	108 01
Lift Stations 20A & 20B Rehabilitatio	City of Coral Springs	\$471,199	2009	100%	108 02
Hoover Pump Station Mods	Secord Contracting Group	\$31,694	2008	100%	108 05
Lift Station 26 Modifications	City of Margate	\$263,794	2008	100%	108 06
Lift Stations 93 & 207 Rehabilitation	Loxahatchee River District	\$38,320	2008	100%	108 07
Lift Station 134 Rehabilitation	Loxahatchee River District	\$68,700	2008	100%	108 08
South Bay Master Lift Station	Palm Beach County Utilities	\$321,298	2009	100%	108 10
Lift Stations 353, 394 & 396	Pinellas County Utilities	\$347,810	2009	100%	108 13
Lift Stations 01, 02 & 03	Pinellas County Utilities	\$787,367	2009	100%	108 14
Humphrey Pump Station Rehab	City of Tampa	\$209,569	2009	100%	108 18
Lift Station 801 Rehab	Charlotte County Utilities	\$666,725	2009	100%	108 19
Police Station Lift Station	WPB Police Dept.	\$20,869	2008	100%	108 21
Wastewater Lift Stations Rehabilitatio	Palm Beach County Utilities	\$1,273,705	2010	100%	108 23
Odor Control Overflow Pump Station	Town of Manalapan	\$31,600	2009	100%	108 25
Lift Station 111 Rehabilitation	Loxahatchee River District	\$115,838	2009	100%	108 27
Lift Stations 21, 51 & 157	Pinellas County Utilities	\$504,165	2009	100%	109 01
Lift Station 23A Rehabilitation	Manatee County Utilities	\$37,383	2009	100%	109 02
Roberts Road Lift Station Mods	Sarasota County Government	\$12,498	2009	100%	109 03
Manatee Palms Lift Station	Manatee County Utilities	\$88,946	2009	100%	109 04
Crescent Lakes Lift Stations Rehab	Manatee County Utilities	\$118,177	2009	100%	109 05
Braden River Lift Station 17	Manatee County Utilities	\$94,600	2009	100%	109 06
Lift Station 3-D Rehabilitation	Manatee County Utilities	\$92,000	2009	100%	109 07
Lift Stations N3A, N3B, N4A, N5A, N	Manatee County Utilities	\$123,866	2009	100%	109 08
Lift Stations 16A, 18A & 24A	Manatee County Utilities	\$112,974	2009	100%	109 10
Lift Station 20 Rehab	City of Largo	\$87,779	2009	100%	109 12
Lake Wood Ranch Greenfield Lift Stat	Manatee County Utilities	\$45,900	2009	100%	109 13
Lift Station 3A Rehabilitation	Manatee County Utilities	\$46,545	2009	100%	109 14
River Club II Lift Station	Manatee County Utilities	\$42,934	2009	100%	109 15
Colony Cove 6 Lift Station Rehabilitat	Manatee County Utilities	\$73,612	2009	100%	109 16
Tide Vue 1 Lift Station Replacement	Manatee County Utilities	\$133,699	2009	100%	109 17
Lift Stations 6D, 14D, and 21D Rehab	Manatee County Utilities	\$116,937	2009	100%	109 24
Lift Stations 5A, 28A, 35A and 23AA	Manatee County Utilities	\$171,693	2009	100%	109 26
Master Lift Station Cleaning Project	Loxahatchee River District	\$72,396	2009	100%	109 27
42nd Street Pump Station Replacemen	City of Tampa	\$574,735	2010	100%	109 29
Meadowood Master Pump Station Reh	Sarasota County Government	\$315,212	2010	100%	109 31
San Carlos Pump Station - WW Rehab	City of Tampa	\$299,055	2010	100%	109 33
EL Conquistador #1 Lift Station Reha	Manatee County Utilities	\$100,758	2010	100%	109 36
Palma Sola Lift Station 10-D	Manatee County Utilities	\$89,328	2010	100%	109 38
Missionary Village Lift Station Rehab	Manatee County Utilities	\$82,753	2010	100%	109 39
Sabal Palms Lift Station Rehab	Manatee County Utilities	\$93,900	2010	100%	109 42
Pump Station 14, 21 and 36 Rehabilita	Manatee County Utilities	\$240,698	2010	100%	109 43
Lift Station 61/Pasadena Master Rehab	City of Tamarac	\$667,307	2010	100%	109 44
Lift Station 30-AA Rehab	City of St. Petersburg	\$99,888	2010	100%	109 47
Pump Station #5 Improvements	Manatee County Utilities	\$617,320	Open	99%	109 49
SSNOCWTA Annual Contract for LSs	Sarasota County Government	\$227,917	Open	99%	109 50
Lift Station #7 Modifications	SSNOCWTA	\$17,000	2010	100%	110 02
Lift Station 39A Rehabilitation	City of Sarasota	\$109,734	2010	100%	110 06
Whitfield Park Lift Station Rehabilitati	Manatee County Utilities	\$75,407	2010	100%	110 07
Lift Station 41 Replacement	Manatee County Utilities	\$218,409	2010	100%	110 09
Lift Station 38A Rehabilitation	City of Clearwater	\$69,800	2010	100%	110 11
LWR Riverwalk Lift Station Rehab	Manatee County Utilities	\$78,648	2010	100%	110 12

ELC Project Type & History Report

Project Name	Owner	Contract Amount	Year Complete	% Comp.	Job #
Lift Station 10 Rehabilitation	City of North Lauderdale	\$244,429	2008	100%	108 01
Lift Stations 20A & 20B Rehabilitatio	City of Coral Springs	\$471,199	2009	100%	108 02
Hoover Pump Station Mods	Secord Contracting Group	\$31,694	2008	100%	108 05
Lift Station 26 Modifications	City of Margate	\$263,794	2008	100%	108 06
Lift Stations 93 & 207 Rehabilitation	Loxahatchee River District	\$38,320	2008	100%	108 07
Lift Station 134 Rehabilitation	Loxahatchee River District	\$68,700	2008	100%	108 08
South Bay Master Lift Station	Palm Beach County Utilities	\$321,298	2009	100%	108 10
Lift Stations 353, 394 & 396	Pinellas County Utilities	\$347,810	2009	100%	108 13
Lift Stations 01, 02 & 03	Pinellas County Utilities	\$787,367	2009	100%	108 14
Humphrey Pump Station Rehab	City of Tampa	\$209,569	2009	100%	108 18
Lift Station 801 Rehab	Charlotte County Utilities	\$666,725	2009	100%	108 19
Police Station Lift Station	WPB Police Dept.	\$20,869	2008	100%	108 21
Wastewater Lift Stations Rehabilitatio	Palm Beach County Utilities	\$1,273,705	2010	100%	108 23
Odor Control Overflow Pump Station	Town of Manalapan	\$31,600	2009	100%	108 25
Lift Station 111 Rehabilitation	Loxahatchee River District	\$115,838	2009	100%	108 27
Lift Stations 21, 51 & 157	Pinellas County Utilities	\$504,165	2009	100%	109 01
Lift Station 23A Rehabilitation	Manatee County Utilities	\$37,383	2009	100%	109 02
Roberts Road Lift Station Mods	Sarasota County Government	\$12,498	2009	100%	109 03
Manatee Palms Lift Station	Manatee County Utilities	\$88,946	2009	100%	109 04
Crescent Lakes Lift Stations Rehab	Manatee County Utilities	\$118,177	2009	100%	109 05
Braden River Lift Station 17	Manatee County Utilities	\$94,600	2009	100%	109 06
Lift Station 3-D Rehabilitation	Manatee County Utilities	\$92,000	2009	100%	109 07
Lift Stations N3A, N3B, N4A, N5A, N	Manatee County Utilities	\$123,866	2009	100%	109 08
Lift Stations 16A, 18A & 24A	Manatee County Utilities	\$112,974	2009	100%	109 10
Lift Station 20 Rehab	City of Largo	\$87,779	2009	100%	109 12
Lake Wood Ranch Greenfield Lift Stat	Manatee County Utilities	\$45,900	2009	100%	109 13
Lift Station 3A Rehabilitation	Manatee County Utilities	\$46,545	2009	100%	109 14
River Club II Lift Station	Manatee County Utilities	\$42,934	2009	100%	109 15
Colony Cove 6 Lift Station Rehabilitat	Manatee County Utilities	\$73,612	2009	100%	109 16
Tide Vue 1 Lift Station Replacement	Manatee County Utilities	\$133,699	2009	100%	109 17
Lift Stations 6D, 14D, and 21D Rehab	Manatee County Utilities	\$116,937	2009	100%	109 24
Lift Stations 5A, 28A, 35A and 23AA	Manatee County Utilities	\$171,693	2009	100%	109 26
Master Lift Station Cleaning Project	Loxahatchee River District	\$72,396	2009	100%	109 27
42nd Street Pump Station Replacemen	City of Tampa	\$574,735	2010	100%	109 29
Meadowood Master Pump Station Reh	Sarasota County Government	\$315,212	2010	100%	109 31
San Carlos Pump Station - WW Rehab	City of Tampa	\$299,055	2010	100%	109 33
EL Conquistador #1 Lift Station Reha	Manatee County Utilities	\$100,758	2010	100%	109 36
Palma Sola Lift Station 10-D	Manatee County Utilities	\$89,328	2010	100%	109 38
Missionary Village Lift Station Rehab	Manatee County Utilities	\$82,753	2010	100%	109 39
Sabal Palms Lift Station Rehab	Manatee County Utilities	\$93,900	2010	100%	109 42
Pump Station 14, 21 and 36 Rehabilita	City of Tamarac	\$240,698	2010	100%	109 43
Lift Station 61/Pasadena Master Rehab	City of St. Petersburg	\$667,307	2010	100%	109 44
Lift Station 30-AA Rehab	Manatee County Utilities	\$99,888	2010	100%	109 47
Pump Station #5 Improvements	Sarasota County Government	\$617,320	Open	99%	109 49
SSNOCWTA Annual Contract for LSs	SSNOCWTA	\$227,917	Open	99%	109 50
Lift Station #7 Modifications	City of Sarasota	\$17,000	2010	100%	110 02
Lift Station 39A Rehabilitation	Manatee County Utilities	\$109,734	2010	100%	110 06
Whitfield Park Lift Station Rehabilitati	Manatee County Utilities	\$75,407	2010	100%	110 07
Lift Station 41 Replacement	City of Clearwater	\$218,409	2010	100%	110 09
Lift Station 38A Rehabilitation	Manatee County Utilities	\$69,800	2010	100%	110 11
LWR Riverwalk Lift Station Rehab	Manatee County Utilities	\$78,648	2010	100%	110 12

ILC Project Type & History Report

<u>Project Name</u>	<u>Owner</u>	<u>Contract Amount</u>	<u>Year Complete</u>	<u>% Comp.</u>	<u>Job #</u>
Master Pump Station SB Rehab	City of Temple Terrace	\$748,000	Open	85%	110 16
Colony Cove & Pleasant Lake LS	Manatee County Utilities	\$113,644	2010	100%	110 17
Rehab of Fowler Ave. Pump Station	City of Tampa	\$78,585	2010	100%	110 20
Annual Lift Station Rehabilitation Con	Manatee County Utilities	\$65,732	Open	100%	110 21
Lakeshore Pumping Station	City of Tampa	\$253,800	Open	7%	110 26
Garden Lakes Lift Station Rehab	Garden Lakes Estates HOA	\$80,964	Open	21%	110 28
Seminole County Annual Lift Station	Seminole County Utilities	\$0	Open	0%	110 30
Rehabilitation of Lift Station 2E	Town of Longboat Key	\$175,558	Open	2%	110 32
Lift Stations 26 & 74 Rehabilitation	City of Clearwater	\$414,942	Open	1%	110 35
Group 1 Lift Station Rehab - 2011	Manatee County Utilities	\$269,783	Open	0%	111 09
Total:		\$40,358,976			

Storm/IO Pump Sta

Thomas Street Pump Station	City of Delray Beach	\$73,776	1988	100%	87 26
Polo Drive Stormwater Pump Station	Town of Gulf Stream	\$417,166	2001	100%	101 02
Irrigation Pump Station	Sailfish Point Utility Co	\$349,432	2003	100%	103 05
Drew & Union Booster Pump Stations	City of Clearwater	\$3,138,774	2006	100%	105 27
Total:		\$3,979,148			
Total:		\$93,321,998			

ATTACHMENT "I"

APPENDIX G TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7: REPORTS AND OTHER REQUIRED INFORMATION

[Note: This certification is required by 41 CFR 60-1.7(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

Board of County Commissioners

This certification relates to a construction contract proposed by St. Johns County, FL, which (insert the name of the Owner)

expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I X have / ___ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
(2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I X have / ___ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

July 6, 2011 (Date)

Dalas Lamberson - Acting Vice President (Name and Title of Authorized Official [Print or Type])

TLC Diversified, Inc.

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

2719 17th Street East, Palmetto, FL 34221 - (941) 722-0621

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

59-2513308

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

ATTACHMENT "J"

APPENDIX H TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF NONSEGREGATED FACILITIES

[Note: This certification is required by 41 CFR 60-1.8(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed Board of County Commissioners St. Johns County, FL, (insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that I do not and will not maintain any facilities I provide for my employees in a segregated manner and that I do not and will not permit my employees to perform their services at any locations under my control where segregated facilities are maintained.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

[Signature] (Signature of Authorized Official)

July 06, 2011 (Date)

Dalas Lamberson - Acting vice President (Name and Title of Authorized Official [Print or Type])

TLC Diversified, Inc. (Name of Prospective Construction Contractor or Subcontractor [Print or Type])

2719 17th Street East, Palmetto, FL 34221 - (941) 722-0621 (Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

59-2513308 (Employer Identification Number of Prospective Construction Contractor or Subcontractor)

ATTACHMENT "K"


Certification Regarding Debarment, Suspension
And Other Responsibility Matters
Primary Covered Transactions

TO BE COMPLETED BY PRIME CONTRACTOR

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


Name Dadas Lamberson
Acting Vice President
Title
TLC Diversified, Inc.
Firm
2719 17th Street East
Street Address
Palmetto, FL 34221
City, State, Zip
July 6, 2011
Date

July 6, 2011
Date
Lift Station Improvements-Group 1
Project Name
11-64
Project Number

Bid No.: 11-64

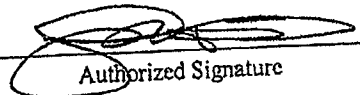
ATTACHMENT "L"

CERTIFICATION OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

On behalf of himself and his subcontractors, Bidder acknowledges that he is solely responsible for complying with all requirements of the Federal Labor Standards Provisions (Davis-Bacon Act, Copeland Act, and Contract Works Hours and Safety Standards Act) set forth in Appendix I of the FDEP Supplementary Conditions and per Davis Bacon General Wage Decision provided.

By: TLC Diversified, Inc.
Company Name

July 6, 2011
Date


Authorized Signature

Dalas Lamberson - Acting Vice President
Print Name of Authorized Representative

Bid No.: 11-64

ATTACHMENT "M"

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION AND CONTROL ACT

On behalf of his employees and his subcontractors' employees, Bidder acknowledges that he is solely responsible for complying with all requirements of the Immigration Reform and Control Act set forth in Article 21 of the FDEP Supplementary Conditions.

By: TLC Diversified, Inc. July 6, 2011
Company Name Date


Authorized Signature

Dalas Lamberson - Acting Vice President
Print Name of Authorized Representative

ORIGINAL

Financial Statement

Westfield Insurance Co.
Westfield Center, Ohio 44251-5001

December 31, 2010

(In thousands)

ASSETS	
Cash, cash equivalents, and short term investments	8,516
Bonds	1,362,980
Stocks, unaffiliated	324,528
Stocks, affiliated	23,000
Agents' balances and uncollected premiums, net	328,480
Interest and dividends accrued	18,065
Other admitted and intangible assets	<u>166,006</u>
Total admitted assets	<u>2,231,575</u>
LIABILITIES	
Reserve for unearned premiums	455,991
Reserve for unpaid losses and loss expenses	887,771
Reserve for taxes and other liabilities	<u>141,474</u>
Total liabilities	<u>1,485,236</u>
SURPLUS	
Capital stock	8,220
Other than special surplus funds	420
Surplus	<u>737,699</u>
Total surplus	<u>746,339</u>
Total liabilities and surplus	<u>2,231,575</u>

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Westfield Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Florida..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2010.

Attest:

Frank Carrino
.....
Frank A. Carrino
Group Legal Leader, Secretary

Richard L. Kinnaird, Jr.
.....
Richard L. Kinnaird, Jr.
National Surety Leader
Surety Operations



Sworn to before me this 9th day of February A.D. 2011.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

William J. Kahelin
.....
William J. Kahelin
Attorney at Law
Notary Public - State of Ohio



BD 5402 D

ORIGINAL

BID NO.: 11-64

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that TLC Diversified, Inc as Principal, and Westfield Insurance Co. as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of 5% of Total Bid Dollars (\$5% Total Bid lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated July 6, 2011.

For
LIFT STATION IMPROVEMENTS - GROUP 1
St. Johns County, Florida


NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this Sixth day of July A.D., 2011, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES

Tiffany Monaco-Acting Secretary

Dalas Lamberson
PRINCIPAL:

TLC Diversified, Inc.
NAME OF FIRM:


SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Acting Vice President

TITLE

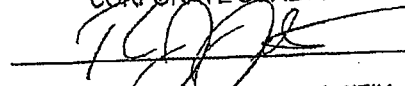
2719 17th Street East
BUSINESS ADDRESS

Palmetto, FL 34221

CITY STATE
Westfield Insurance Company

SURETY:

Westfield Insurance Company
CORPORATE SURETY

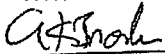

ATTORNEY-IN-FACT (AFFIX
SEAL)

PO Box 5001
BUSINESS ADDRESS

Westfield Center, Ohio 44251
CITY STATE

JBI Group, Inc.
NAME OF LOCAL INSURANCE
AGENCY

WITNESS:



END OF SECTION

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/15/10, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0992202 04

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint THEODORE J. JEDLICK

of DAVIE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do on the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 15th day of APRIL A.D., 2010 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 15th day of APRIL A.D., 2010, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6 July A.D., 2011



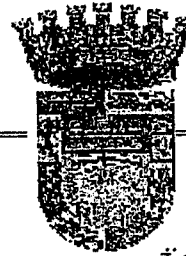
Frank A. Carrino Secretary

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

2446 DOBBS ROAD
SAINT AUGUSTINE, FLORIDA
32086

PHONE: (904) 209-0150
FAX: (904) 209-0151



June 22, 2011

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 11-64 Lift Station Improvements – Group 1

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. ~~A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.~~ *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

Questions

1. What is the budget for this project?
SJCUD has a budget of \$912,000 for all eight (8) lift station improvements and the 6" HDPE forcemain on Ocean Trace Road.
2. Can SJCUD provide addresses for each lift station locations?
Please refer to the attached location map for clarification.

<u>Lift Station Name</u>	<u>Address</u>
1-026 Oasis	4000 A1A South
1-027 St. Augustine Beach & Tennis	8 Ocean Trace Road
1-028 Spanish Trace	1 Ocean Trace Road
1-017 Sea Oaks	11 Sea Oaks Drive
1-005 Anastasia State Park	1452 San Juan Street
1-002 Casa Del Mar	1575 A1A South
1-042 Coquina Lakes	650 W Pope Road
3-043 Mariner Health Clinic	160 Mariner Health Way
3. Can SJCUD provide approximate flows for each lift station?
Please refer to the attached Flow Data Sheet, which lists the approximate peak flows at each of the lift stations.
4. Can SJCUD provide locations of all receiving manholes discharging to the wet well?
Please refer to the attached GIS maps and as-built drawings. As-built drawings were not found for Casa Del Mar, Oasis, St. Augustine Beach & Tennis, and Spanish Trace. The contractor will be responsible for field locating all receiving manholes and determining the best approach to temporarily bypass the wet well.
5. Will geotechnical information be available for the Anastasia State Park and Coquina Lakes lift stations?
SJCUD will provide one (1) soil boring at each of the lift stations with proposed wet well installations. The results of the geotechnical exploration will be issued in the final addendum.
6. Is SJCUD or the EOR providing construction inspection?

SJCUD and the electrical EOR will provide inspections during construction.

Revisions/Clarifications to Plans

1. Lift Station Plan and Detail Sheets 41, 43, 45, 47, 50, 52, 55, & 71:
Please note that all stainless steel bends, tees, reducers, and fittings shown in the proposed modifications on the above sheets do not show both ends with flanges at all locations. Please refer to the SJCUD standard detail on Sheet PS-4, which shows all bends, tees, reducers, and fittings correctly. Please also note the location of the blow off line, pressure gauges, conduit for pressure transmitter, and stainless steel supports to be installed under each plug valve.
2. Lift Station Plan and Detail Sheets 41, 43, 45, 47, 50, 52, 55, & 71:
Revise distance from bottom of wet well to new emergency suction pipe from 4" to 2' per SJCUD standard detail on Sheet PS-4.
3. Lift Station Plan and Detail Sheets 43, 50, 55, & 71:
Revise Coating Note, "The wet well interior to be coated with SpectraShield." SJCUD standards originally included SewperCoat as an approved equal, however this is no longer the case. The contractor may use Agru HDPE Liner for the new wet well installations, if deemed a better option.
4. Electrical Plan Sheets 44, 46, 48, 51, 53, 56, & 72:
Replace Submersible Wet Well Level Transducer (ITT Flygt LS100) with Level Probe (ITT Flygt LP-97-10-50). Please refer to the attached Flygt Level Probe Data Sheet.
5. Lift Station Plan and Detail Sheet 43:
Revise Electrical Note #3, "Remove the existing 100A underground electrical service and provide new 200A underground electrical service (approx. 150 ft) from the existing pad mounted transformers. The new 200A service conduit shall be installed via trenchless technology under the pavement. Contractor shall be responsible for obtaining temporary construction easements outside the lift station easement, if necessary."
6. Lift Station Plan and Detail Sheet 45:
Revise Electrical Note #3, "Remove the existing 100A underground electrical service and provide new 200A underground electrical service (approx. 175 ft) from the existing pad mounted transformers. The new 200A service conduit shall be installed via trenchless technology between the building and edge of pavement. Contractor shall be responsible for obtaining temporary construction easements outside the lift station easement, if necessary." Please refer to the attached electrical as-built drawings for the general location of the transformer and service.
7. Lift Station Plan and Detail Sheet 49:
Add note, "Contractor shall relocate the Sensus AMR device located on the pump building to the new equipment rack without interrupting service for more than 24 hours. The device may be temporarily relocated to an adjacent structure at a similar height and orientation prior to being installed permanently to the proposed equipment rack."
8. Lift Station Plan and Detail Sheet 49:
Add note, "Contractor shall provide a MOT plan if work will block Santander Street."
9. Lift Station Plan and Detail Sheet 54:

Add Electrical Note #4, "Intercept existing underground electrical service (approx. 50 ft) from the existing pad mounted transformers. Contractor shall be responsible for obtaining temporary construction easements outside the lift station easement, if necessary."

10. Lift Station Plan and Detail Sheet 54:
Revise general location of new electrical service in the proposed site plan to head to the west.
11. Lift Station Plan and Detail Sheet 54:
Add note, "Install concrete grade rings on existing manhole located under asphalt pavement to match existing pavement elevation."
12. Ocean Trace Road Pipeline Sheet 81:
Revise location of existing 4" forcemain tie-in point 19 ft off EOP.

Revisions/Clarifications to Bid Documents

1. Bid Form Sheet 19:
Add Base Bid #9 for Ocean Trace Road 6" Forcemain. Please refer to the revised Bid Form.

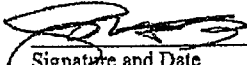
Revisions/Clarifications to Project Specifications

1. Section 01 11 00 "Summary of Work", Part 1.01:
Revise 34 lift stations to 8 lift stations.
2. Section 02 22 13 "Existing Condition Survey and Vibration Monitoring":
Please note that vibration monitoring will be required by the contractor at the Anastasia State Park and Coquina Lakes lift stations during the installation of sheet piling for the wet wells.

THE BID DUE DATE IS: Wednesday, July 6, 2011 at 2:00 P.M.

Attachments: Bid Form Revised 6/21/11 (pdf - 8 pgs)
Level Probe Data Sheet (pdf - 2 pgs)
Spanish Trace 200 Amp Service Dwg (pdf - 1 pg)
Project Location Map (pdf - 1 pg)
Flow Data Sheet (pdf - 1 pg)
Anastasia State Park 1 (pdf - 1 pg)
Anastasia State Park 2 (pdf - 1 pg)
Anastasia State Park 3 (pdf - 1 pg)
Anastasia State Park 4 (pdf - 1 pg)
Anastasia State Park 5 (pdf - 1 pg)
Anastasia State Park 6 (pdf - 1 pg)
Casa DelMar (pdf - 1 pg)
Coquina Lakes (pdf - 1 pg)
Mariner Clinic (pdf - 1 pg)
Sea Oaks (pdf - 1 pg)

Acknowledgment

 July 6, 2011

Signature and Date

Acting Vice President
Dalas Lamberson

Printed Name and Title

TLC Diversified, Inc.

Company Name (Print)

Sincerely,

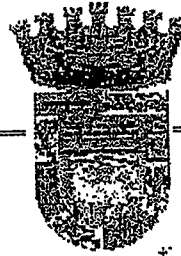
Sharon L. Haluska
Contract Administrator
Purchasing Department

END OF ADDENDUM #1

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

2446 DOBBS ROAD
SAINT AUGUSTINE, FLORIDA
32086



PHONE: (904) 209-0150
FAX: (904) 209-0151

June 29, 2011

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 11-64 Lift Station Improvements - Group 1

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

Questions

1. Will geotechnical information be available for the Anastasia State Park and Coquina Lakes lift stations? Please refer to the attached Geotechnical Report prepared by Ellis & Associates.

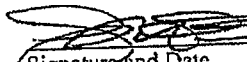
Revisions/Clarifications to Plans

1. Lift Station Plan and Detail Sheet 49 & 50:
Add note for existing wet well conversion to receiving manhole, "Repair existing wet well with grout and FRP wet well liner prior to providing penetration for new 12" PVC connector pipe. FRP liner manufacturer shall be LFM or approved equal. Replace existing top slab and access hatch with new top slab and manhole cover per SJCUD standards." Please refer to the attached FRP liner specification.
2. Lift Station Plan and Detail Sheet 49:
Add Electrical Note #4, "Contractor shall coordinate with Florida Power & Light (FPL) to bring 3-phase power across Santander Street to the lift station site." Please refer to the attached quote received from FPL, which shall be included in the Contractor's bid.

THE BID DUE DATE IS: Wednesday, July 6, 2011 at 2:00 P.M.

Acknowledgment

Sincerely,


07/06/2011
Signature and Date
Acting Vice President
Dalas Lamberson
Printed Name and Title

Sharon L. Haluska
Contract Administrator
Purchasing Department

TLC Diversified, Inc.
Company Name (Print)

Attachments:

Geotech Report (pdf - 21 pgs)
Section 44 42 74 Fiberglass Wetwell Liner (pdf - 5 pgs)
Anastasia Park FPL Cost (pdf - 1 pg)

END OF ADDENDUM #2

DRUG FREE WORKPLACE FORM


The undersigned vendor in accordance with Florida Statute 287.087, as amended from time to time, hereby certifies that

TLC Diversified, 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 violation 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 bid 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 bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of chapter 893, Florida Statutes, as amended from time to time, 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.

TLC Diversified, Inc.


Bidders Signature

Dalas Lamberson, Acting Vice Pres.

July 06, 2011

Date

PUBLIC ENTITY CRIME FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER
OATHS.

1. This sworn statement is submitted to St. Johns County, FL by:

Dalas Lamberson, Acting Vice President
(print individual's name and title)

for

TLC Diversified, Inc.
(print name of entity submitting sworn statement)

whose business address is

2719 17th St. E., Palmetto, FL 34221

and (if applicable its Federal Employer Identification Number (FEIN) is

59-2513308

2. I understand that a "public entity crime" as defined in Para. 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes means:

- a. A predecessor or successor of a person convicted of a public entity crime;
or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. I understand that as defined in Para. 287.133(2)(a), Florida Statutes that A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any 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 of real property to a 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. Please indicate which statement applies:

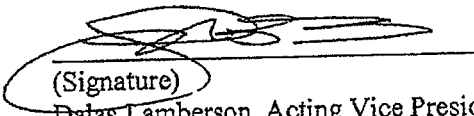
 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who

are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

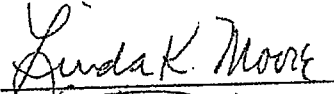

(Signature)

Dafas Lamberson, Acting Vice President

Sworn to and subscribed before me this 6th day of July, 2011

Personally known to me.

Notary Public - State of Florida


(Signature of Notary)
Linda K. Moore

Notary Stamp:





PRE-BID SIGN-IN SHEET

Bid No.: 11-64
 Project Name: Lift Station Improvements
 Date: Thursday, June 9, 2011 9:00 a.m.

XX Mandatory

NAME	COMPANY NAME	PHONE/FAX/EMAIL
<i>Jo</i> James Overton	St. Johns County Utility Department	(904) 209-2614 (904) 209-2615 joverton@sjcfl.us
<i>LM</i> Larry Miller	St. Johns County Utility Department	(904) 209-2624 (904) 209-2625 lmiller@sjcfl.us
<i>SH</i> Sharon Haluska	St. Johns County Purchasing Department	(904) 209-0156 (904) 209-0157 shaluska@sjcfl.us
Belseri Comerford	Intercounty Eng. 1925 NW 18 th Pompano Beach Fl. 33069	954-972-9800
DALE DAVIS	PBM JAX Flo 3000 Faye Rd	904 714-6353
RICK CHAPMAN	CHAPMAN CONST.	904-268-8874 FAX 904-268-0144
David Reel	C&B Companies	407-422-1118 Fax: 407-841-9149
MIKE GRUBER	ELLIS & JONES WATER	904-886-5126 904-880-0970 M.GRUBER@ELLISJONES.COM
Doug Smiley	ERC SOLUTIONS	904-619-2651 866-385-1754 doug.smiley@erc-solutions.com
David Williams	ITT Flygt	david.williams@itt.com 239 825 8384

PRE-BID SIGN-IN SHEET



Bid No.: 11-64
 Project Name: Lift Station Improvements
 Date: Thursday, June 9, 2011 9:00 a.m.

XX Mandatory

NAME	COMPANY NAME	PHONE/FAX/EMAIL
Tommy Hitson	RAIN FOR RENT	904-571-4115
CHRIS BUNNEWITH	HASKELL	The Haskell Company 5253 W. 12th St., Jacksonville, FL 32254 Phone (904) 357-4953 Fax (904) 357-4977 Contact: Chris Bunnewith - Christopher.bunnewith@haskell.com
Rick Johns	TB LANDMARK	904 751-1016 EX 35 751-4125 Rjohns@TBlandmark.com
JOE MCGUIRE	HOLLAND PUMP	JOEM@ Hollandpump.com
JIM COMBS	HOLLAND PUMP	Jim@hollandpump.com 904-994-6876
Ashton Milam	Thompson Pump Co. Mfg 5910049	amilam@ thompsonpump.com
BOB BAKER	UTILITY TECHNICIANS	352-669-5822 BBAKER@UTILITYTECHNICIANS.COM 352-669-6037
Bill LANGER	TJEMEC	407/314-0086 cell 407/322-1243 -ofc BLANGER@TJEMEC.COM
DAN PATON	SE CLUDE CONSTR	386-446-6444 386-446-6481 PATON@SECLUDECONSTRUCTION.NET
BARRY MILAM	SAWYER INC	904 751-7500 904 751-0600 dan@SAWYERINC.COM

PRE-BID SIGN-IN SHEET



Bid No.: 11-64
 Project Name: Lift Station Improvements
 Date: Thursday, June 9, 2011 9:00 a.m.

XX Mandatory

NAME	COMPANY NAME	PHONE/FAX/EMAIL
Philip Honeywell	Mersino Decorating	386-426-2411 Phone 386-426-2111 FAX Philip.Honeywell@mersino.com
Jeff Knox	Mersino Decorating	386-426-2411 Ph
Ivana Masci	Masci Corp	386-322-4500
Teri Pohlman	Rain For Rent	352-266-0971 tpohlman@rainforrent.com 863-688-7626
JAMIE Gibby	G+H Under ground construction	829-8199 PH 810-0531 - FX ghunderground@BellSouth.com
Drew Spicard	ACON Conit. Co Inc	515-5060 565-5080 Fax est@aconci.com
Dallas Lamberson	TLC Diversified, Inc.	941.722.0621 Fax: 941.722.1382 dlamberson@tcdiversified.com

PRE-BID SIGN-IN SHEET




Bid No.: 11-64
Project Name: Lift Station Improvements
Date: Thursday, June 9, 2011 9:00 a.m.

XX Mandatory

NAME	COMPANY NAME	PHONE/FAX/EMAIL
Greg Brubaker	CHAM HILL	904-705-5204 greg.brubaker@ch2m.com
David Lassetter	CH2/WDL	904-743-1585 dlassetter@bellsouth.net



**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**



**FLORIDA DEPT. OF ENVIRONMENTAL
PROTECTION – Supplementary Conditions**

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

WW-06f

Florida Department of Environmental Protection

Bureau of Water Facilities Funding

Supplementary Conditions

for

Formally Advertised

Construction Procurement

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PROTECTION
SUPPLEMENTARY CONDITIONS**

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**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

1.1. Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1. Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.

1.1.2. Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.

1.1.3. Application for Payment - The form that is accepted by the Engineer and used by the Contractor in requesting progress and/or final payments and that is to include such supporting documentation as is required by the Contract Documents.

1.1.4. Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.

1.1.5. Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.

1.1.6. Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.

1.1.7. Bond - An instrument of security.

1.1.8. Change Order - A document that is recommended by the Engineer and signed by the

Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.

1.1.9. Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.

1.1.10. Contract Price - The moneys payable by the Owner to the Contractor under the Contract Documents as stated in the Agreement/Contract.

1.1.11. Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.

1.1.12. Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.

1.1.13. Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.

1.1.14. Engineer - The person, firm, or corporation named as such in the Contract Documents.

1.1.15. Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or Federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American [with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.1.16. Notice to Proceed - The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.1.17.Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection may execute, or has executed, a State revolving fund loan agreement and for which the Work is to be provided.

1.1.18.Project - The total construction or facilities described in a State revolving fund loan agreement between the Florida Department of Environmental Protection and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.1.19.Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.1.20.Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.1.21.Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.1.22.Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or Federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.1.23.Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the Florida Department of Environmental Protection, which administers a State revolving fund loan program

supported in part with funds directly made available by grants from the United States Environmental Protection Agency. Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program), Florida Administrative Code.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy(policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the Florida Department of Environmental Protection (FDEP) nor the United States Environmental Protection Agency (USEPA) will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner can not be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the Florida Department of Environmental Protection nor the United States Environmental Protection Agency will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the Florida Department of Environmental Protection's (FDEP's) acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum(addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - ADVERTISEMENT FOR BIDS; SUBMISSION OF BIDS; OPENING OF BIDS

Advertisement for Bids:

6.1. At a minimum, this Agreement/Contract is to be advertised for bids in local and statewide newspapers.

Submission of Bids:

6.2. Bidders shall submit their bids at the place and by the deadline indicated elsewhere in the Bidding Documents.

Opening of Bids:

6.3. Bids are to be opened and read aloud publicly at the time and place indicated elsewhere in the Bidding Documents.

ARTICLE 7 - BONDS AND INSURANCE

Bid Guarantees:

7.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

7.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this(these) bond(s) to the Florida Department of Environmental Protection.

Insurance:

7.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

7.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insureds or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

7.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 7.3 and 7.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 7.3 and 7.4 of this Article and other provisions of the Contract Documents.

ARTICLE 8 - AWARD OF AGREEMENT/CONTRACT

8.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed-price (lump-sum or unit-price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner.

ARTICLE 9 - CONTRACT TIME AND NOTICE TO PROCEED

Contract Time:

9.1. The number of days within which, or the date by which, the Work is to be completed and ready for final payment (the Contract Time) is set forth elsewhere in the Contract Documents.

Notice to Proceed:

9.2. The Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the Florida Department of Environmental Protection.

ARTICLE 10 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

10.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

10.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

10.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

10.1.3. The payment schedule is to show the Contractor's projected progress and final payments cumulatively by month.

ARTICLE 11 - AVAILABILITY OF LANDS

11.1. The Owner shall furnish all lands and shall obtain all rights-of-ways and easements upon which the Work is to be performed and furnished.

ARTICLE 12 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSTRUCTION PERMIT(S)

12.1. The Owner shall obtain the appropriate Florida Department of Environmental Protection construction permit(s) required for the Work.

ARTICLE 13 - ENGINEER

13.1. The Owner shall employ a professional engineer registered in the State of Florida to oversee the Work.

ARTICLE 14 - APPLICATIONS FOR PAYMENT

14.1. The Contractor's applications for payment are to be accompanied by such certificates or documents as may be reasonably required. The Owner shall forward a copy of such certificates or documents as may be reasonably required to the Florida Department of Environmental Protection.

ARTICLE 15 - ACCESS TO RECORDS

15.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection, and the United States Environmental Protection Agency shall have access to, for the purpose of inspection, any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of three years after receiving and accepting final payment under this Agreement/Contract.

ARTICLE 16 - ACCESS TO WORK SITE(S)

16.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection (FDEP), and the United States Environmental Protection Agency (USEPA) shall have access to the Work site(s) at any reasonable time. The Contractor shall cooperate (including making available working copies of documents and supplementary materials) during Work site inspections conducted by the Owner, the FDEP, or the USEPA.

NOTE: Articles 17, 18 19 and Appendix A only apply to Federal CAP Grant Projects.

ARTICLE 17 - MINORITY AND WOMEN'S BUSINESS ENTERPRISES

17.1. A goal of nine percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of three percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take affirmative steps to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Affirmative steps are to include the following: (a) including small, minority, and women's businesses on solicitation lists; (b) assuring that small, minority, and women's businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women's businesses; (d) establishing delivery schedules, when requirements permit, that will encourage participation by small, minority, and women's businesses; and (e) using the services of the Small Business Administrative and the Office of Minority Business Enterprise of the United States Department of Commerce as appropriate.

*The percentage goals for MBE and WBE participation are to be inserted by the Owner and are to be based upon the percentage goals that have been, or will be, stipulated in the State revolving fund loan agreement for the Owner's FDEP-assisted Project.

17.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the Florida Department of Environmental Protection a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

17.3. Minority and Women's Business Enterprise (MBE and WBE) participation in the Work is to be considered in the award of this Agreement/Contract. The Owner shall not execute this Agreement/Contract until the Florida Department of Environmental Protection has approved the extent of MBE and WBE participation in the Work.

ARTICLE 18 - VIOLATING FACILITIES (SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, AND EXECUTIVE ORDER 11738)

18.1. The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738

(Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's List of Violating Facilities.

18.2. In accordance with 40 CFR Part 15, if the price of this Agreement/Contract exceeds \$100,000 and/or if this Agreement/Contract is otherwise nonexempt from 40 CFR Part 15, the Contractor agrees to the following:

18.2.1. the Contractor will not use any facility on the United States Environmental Protection Agency's List of Violating Facilities in the performance of this Agreement/Contract for the duration of time that the facility remains on the List;

18.2.2. the Contractor will notify the Florida Department of Environmental Protection/United States Environmental Protection Agency (USEPA) if a facility it intends to use in the performance of this Agreement/Contract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Agreement/Contract has been recommended to be placed on the USEPA's List of Violating Facilities; and

18.2.3. in the performance of this Agreement/Contract, the Contractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards.

18.3. If the Contractor, or any subcontractor at any tier, awards any lower-tier goods or services (including construction) subcontracts for any portion of the Work, it shall physically include in all such subcontracts the following provision:

18.3.1. The Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's (USEPA's) List of Violating Facilities. In accordance with 40 CFR Part 15, if the price of this Subcontract exceeds \$100,000 and/or if this Subcontract is otherwise nonexempt from 40 CFR Part 15, the Subcontractor agrees to the following: (a) the Subcontractor will not use any facility on the USEPA's List of Violating Facilities in the performance of this Subcontract for the duration of time that the facility remains on the List; (b) the Subcontractor will notify the Florida Department of Environmental Protection/USEPA if a facility it intends to use in the performance of this Subcontract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Subcontract has been recommended to be placed on the USEPA's List of Violating Facilities;

and (c) in the performance of this Subcontract, the Subcontractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards. In addition, if the Subcontractor awards any lower-tier goods or services (including construction) subcontracts under this Subcontract, the Subcontractor shall physically include this provision in all such subcontracts.

ARTICLE 19 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

19.1. If the price of this Agreement/Contract equals or exceeds \$25,000, the Owner shall not award this Agreement/Contract, nor permit any lower-tier goods or services (including construction) subcontract with a price equaling or exceeding \$25,000 to be awarded, to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 (Debarment and Suspension).

19.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which has been extracted from Appendix B to 40 CFR Part 32 and included as Appendix A to these Supplementary Conditions. The certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" is applicable to this Agreement/Contract if the price of this Agreement/Contract equals or exceeds \$25,000.

19.3. If bidders or prospective contractors (including the Contractor), or any prospective subcontractors at any tier, intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which is included as Appendix A to these Supplementary Conditions, in all lower-tier goods and services (including construction) subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such subcontracts.

ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

20.1. If the price of this Agreement/Contract exceeds \$10,000, the Contractor, and each construction subcontractor awarded a lower-tier construction subcontract with a price exceeding \$10,000, shall comply with Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations (41 CFR Part 60).

20.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the following, all of which are applicable to this Agreement/Contract if the price of this Agreement/Contract exceeds \$10,000:

20.2.1. the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", which has been extracted from 41 CFR 60-4.2(d) and included as Appendix B to these Supplementary Conditions;

20.2.2. the "Goals and Timetables for Minorities and Females", which are included as Appendix C to these Supplementary Conditions;

20.2.3. the "Equal Opportunity Clause", which has been extracted from 41 CFR 60-1.4(b) and included as Appendix D to these Supplementary Conditions;

20.2.4. the "Notice to Be Posted", which has been extracted from 41 CFR 60-1.42(a) and included as Appendix E to these Supplementary Conditions;

20.2.5. the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)", which have been extracted from 41 CFR 60-4.3(a) and included as Appendix F to these Supplementary Conditions;

20.2.6. the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", which is required by 41 CFR 60-1.7(b) and is included as Appendix G to these Supplementary Conditions; and

20.2.7. the "Certification of Nonsegregated Facilities", which is required by 41 CFR 60-1.8(b) and is included as Appendix H to these Supplementary Conditions.

20.3. If bidders or prospective contractors (including the Contractor), or any prospective construction subcontractors at any tier, intend to let any lower-tier construction subcontracts for any portion of the Work, they shall physically include in all lower-tier construction subcontracts with a price exceeding \$10,000 and in all solicitations for such subcontracts the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", the "Goals and Timetables for Minorities and Females", the "Equal Opportunity Clause", the "Notice to Be Posted", the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)", the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", and the Certification of Nonsegregated Facilities", which are included as Appendices B through H to these Supplementary Conditions.

20.4. If the price of this Agreement/Contract exceeds \$10,000, all bidders shall complete and submit to the Owner, with their bids, the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", which is included as Appendix G to these Supplementary Conditions. In addition, if bidders (including the Contractor), or any prospective construction subcontractors at any tier, intend to let any lower-tier construction subcontracts for any portion of the Work, they shall obtain the "Certification of Compliance with 41 CFR 60-1.7:

Reports and Other Required Information" from each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 and shall do so at the time bids or offers for each such subcontract are received or at the outset of negotiations for each such subcontract.

20.5. If the price of this Agreement/Contract exceeds \$10,000, the apparent Successful Bidder shall complete and submit to the Owner, within ten calendar days after being notified of being the apparent Successful Bidder, the "Certification of Nonsegregated Facilities", which is included as Appendix H to these Supplementary Conditions. In addition, if the Contractor, or any construction subcontractor at any tier, intends to let any lower-tier construction subcontracts for any portion of the Work, it shall obtain the "Certification of Nonsegregated Facilities" from each prospective construction subcontractor that will be awarded a lower-tier construction subcontract with a price exceeding \$10,000 and shall do so before awarding each such subcontract.

20.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall file with the Florida Department of Environmental Protection (FDEP)/United States Environmental Protection Agency (USEPA), within 30 calendar days after the award of this Agreement/Contract, a report on Standard Form 100 (EEO-1), which has been promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission, and Plans for Progress, unless the Contractor has submitted such a report within 12 months preceeding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also files with the FDEP/USEPA, within 30 calendar days after the award to it of the lower-tier construction subcontract, a report on Standard Form 100 (EEO-1) unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract. (Subsequent reports are to be submitted annually in accordance with 41 CFR 60-1.7(a) or at such other intervals as the Director of the Office of Federal Contract Compliance Programs may require.)

ARTICLE 21 - IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-02)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Owner shall only employ individuals who may legally work in the United

States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Owner shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all persons employed by the Owner, during the term of this Agreement, to perform employment duties within Florida; and,
- all persons (including subcontractors and subrecipients) assigned by the Owner to perform work pursuant to this Agreement.

The Owner shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

NOTE: Articles 17, 18 19 and Appendix A only apply to Federal CAP Grant Projects.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

SUPPLEMENTARY CONDITIONS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

[Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000; this certification/clause is to be included in all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such contracts and subcontracts.]

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The prospective lower-tier participant also certifies that it and its principals:

(a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (3)(a) of this certification; and

(c) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SUPPLEMENTARY CONDITIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

[Note: This notice has been extracted from 41 CFR 60-4.2(d) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this notice is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole

purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is

(insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any)

**APPENDIX C TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION
SUPPLEMENTARY CONDITIONS**

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

Appendix A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or

EA goal contained in this Appendix B-80.

Economic Areas

State	Goal (percent)
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Florida

041 Jacksonville, FL:

SMSA Counties:

2900 Gainesville, FL-----20.6

FL - Alachua

3600 Jacksonville, FL-----21.8

FL - Baker, Clay, Duval, Nassau, St. Johns

Non-SMSA Counties-----22.2

FL - Bradford, Columbia, Dixie, Gilchrist,
Hamilton, LaFayette, Levy, Marion, Putnam,
Suwannee, Union; GA - Brantley, Camden,
Charlton, Glynn, Pierce, Ware

042 Orlando - Melbourne - Daytona Beach, FL:

SMSA Counties:

2020 Daytona Beach, FL-----15.7

FL - Volusia

4900 Melbourne - Titusville - Cocoa, FL-----10.7

FL - Brevard

5960 Orlando, FL-----15.5

FL - Orange, Osceola, Seminole

Non-SMSA Counties-----14.9

FL - Flagler, Lake, Sumter

043 Miami - Fort Lauderdale, FL:

SMSA Counties:

2680 Fort Lauderdale - Hollywood, FL-----15.5

FL - Broward

5000 Miami, FL-----39.5

FL - Dade

8960 West Palm Beach - Boca Raton, FL-----22.4

FL - Palm Beach

Non-SMSA Counties-----30.4

FL - Glades, Hendry, Indian River, Martin,
Monroe, Okeechobee, St. Lucie

Economic Areas

State	Goal (percent)
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Florida - continued

044 Tampa - St. Petersburg, FL:

SMSA Counties:

1140 Bradenton, FL-----	15.9
FL - Manatee	
2700 Fort Myers, FL-----	15.3
FL - Lee	
3980 Lakeland - Winter Haven, FL-----	18.0
FL - Polk	
7510 Sarasota, FL-----	10.5
FL - Sarasota	
8280 Tampa - St. Petersburg, FL-----	17.9
FL - Hillsborough, Pasco, Pinellas	
Non-SMSA Counties-----	17.1
FL - Charlotte, Citrus, Collier, DeSoto, Hardee, Hernando, Highlands	

045 Tallahassee, FL:

SMSA Counties:

8240 Tallahassee, FL-----	24.3
FL - Leon, Wakulla	
Non-SMSA Counties-----	29.5
FL - Calhoun, Franklin, Gadsden, Jackson, Jefferson, Liberty, Madison, Taylor	

046 Pensacola - Panama City, FL:

SMSA Counties:

6015 Panama City, FL-----	14.1
FL - Bay	
6080 Pensacola, FL-----	18.3
FL - Escambia, Santa Rosa	
Non-SMSA Counties-----	15.4
FL - Gulf, Holmes, Okaloosa, Walton, Washington	

**APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION
SUPPLEMENTARY CONDITIONS**

EQUAL OPPORTUNITY CLAUSE

[Note: This clause has been extracted from 41 CFR 60-1.4(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this clause is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this

contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

NOTICE TO BE POSTED

[Note: This notice has been extracted from 41 CFR 60-1.42(a) and is the notice referred to in Paragraphs (1) and (3) of the "Equal Opportunity Clause"; this notice is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

**EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW - DISCRIMINATION IS PROHIBITED
BY THE CIVIL RIGHTS ACT OF 1964 AND BY EXECUTIVE ORDER NO. 11246**

Title VI of the Civil Rights Act of 1964 - Administered by:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 75 or more employees, by Labor Organizations with a hiring hall of 75 or more members, by Employment Agencies, and by Joint Labor-Management Committees for Apprenticeship or Training. After July 1, 1967, employers and labor organizations with 50 or more employees or members will be covered; after July 1, 1968, those with 25 or more will be covered.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

2401 E Street NW, Washington, D.C. 20506
Executive Order No. 11246 - Administered by:

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

By all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under a Federally Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
U.S. Department of Labor, Washington, D.C. 20210

**APPENDIX F TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION
SUPPLEMENTARY CONDITIONS**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

[Note: These specifications have been extracted from 41 CFR 60-4.3(a) and are applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; these specifications are to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals

for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall

document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from

minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7

of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**APPENDIX G TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7: REPORTS AND OTHER
REQUIRED INFORMATION**

[Note: This certification is required by 41 CFR 60-1.7(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by _____,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that:

(1) I ____ have / ____ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and

(2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I ____ have / ____ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Construction Contractor or
Subcontractor [Print or Type])

(Employer Identification Number of Prospective Construction Contractor or
Subcontractor)

**APPENDIX H TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION
SUPPLEMENTARY CONDITIONS**

CERTIFICATION OF NONSEGREGATED FACILITIES

[Note: This certification is required by 41 CFR 60-1.8(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by _____,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that I do not and will not maintain any facilities I provide for my employees in a segregated manner and that I do not and will not permit my employees to perform their services at any locations under my control where segregated facilities are maintained.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print Type])
or

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX I
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

Davis Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a

prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. EPA shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EPA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EPA or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and EPA or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), EPA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EPA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers

performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EPA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all

laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to EPA or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to EPA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of EPA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force

under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman=s hourly rate) specified in the contractor=s or subcontractor=s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice=s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee=s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EPA or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the

actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the

Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the

trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.



DAVIS BACON GENERAL WAGE DECISION

General Decision: FL20100277, 09/10/2010 FL277

GENERAL DECISION: FL20100277 09/10/2010 FL277

Date: September 10, 2010

General Decision Number: FL20100277 09/10/2010

Superseded General Decision Number: FL20080277

State: Florida

Construction Type: Heavy

County: St Johns County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number Publication Date

0 03/12/2010

1 09/10/2010

ELEC0177-002 12/01/2008

	Rates	Fringes
ELECTRICIAN.....	\$ 24.70	8.24

* ENGI0673-013 05/01/2010

	Rates	Fringes
OPERATOR: Oiler.....	\$ 19.27	8.80

IRON0597-004 08/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 21.56	7.62

LABO0517-002 05/01/2008

Rates Fringes

LABORER: Grade Checker.....\$ 17.20 5.47

PAIN0164-007 07/01/2008

Rates Fringes

PAINTER: Brush Only.....\$ 16.00 6.85

SUFL2009-174 06/24/2009

Rates Fringes

CARPENTER.....\$ 15.80 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 13.23 2.15

LABORER: Common or General.....\$ 9.89 1.58

LABORER: Landscape.....\$ 7.25 0.00

LABORER: Pipelayer.....\$ 12.85 1.21

LABORER: Power Tool Operator
(Hand Held Drills/Saws,
Jackhammer and Power Saws
Only).....\$ 10.63 2.20

OPERATOR: Asphalt Paver.....\$ 11.59 0.00

OPERATOR: Backhoe Loader
Combo.....\$ 16.10 2.44

OPERATOR: Backhoe/Excavator.....\$ 13.91 1.39

OPERATOR: Blade/Grader.....\$ 16.00 2.84

OPERATOR: Bulldozer.....\$ 13.40 1.19

OPERATOR: Crane.....\$ 22.38 0.00

OPERATOR: Loader.....\$ 11.31 2.02

OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.03	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
OPERATOR: Roller.....	\$ 10.93	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.06	2.18
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97
TRUCK DRIVER: Dump Truck.....	\$ 14.63	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION