

RESOLUTION NO. 2014 - 72

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 14-21 AND TO EXECUTE AN AGREEMENT FOR MARSH LANDING WTP HIGH SERVICE PUMPS UPGRADE.

RECITALS

WHEREAS, the County desires to enter into a contract with TLC Diversified, Inc. to provide services for construction of Marsh Landing WTP High Service Pumps Upgrade; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for upgrades to the high service pumps at Marsh Landing WTP; and

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

WHEREAS, the project is being funded through 2014 ML WTP HSP Upgrade (4461-56302-6622-various) and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract and finds that entering into the Contract serves a public purpose.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:**

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.14-21 Marsh Landing WTP High Service Pumps Upgrade to TLC Diversified, Inc. as the lowest responsive, responsible bidder.

Section 3. The County Administrator, or designee, is further authorized to execute a contact in substantially the same form attached with TLC Diversified, Inc. on behalf of the County for the completion of Marsh Landing WTP High Service Pumps Upgrade as specifically provided in Bid No 14-21.

Section 4. To the extent that there are typographical 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.

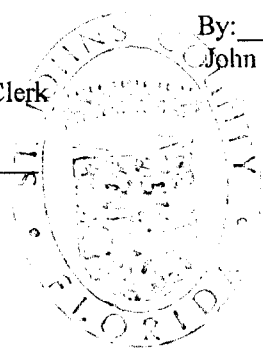
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18 day of March, 2014.

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

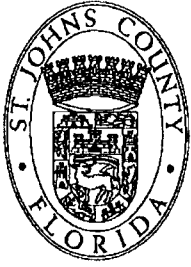
By: [Signature]  
John H. Morris - Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]  
Deputy Clerk



RENDITION DATE 3/20/14



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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**TO:** Scott Trigg, P.E., Chief Engineer  
**FROM:** Sharon Haluska, Contract Manager *SH*  
**SUBJECT:** Transmittal of Bids Received for Bid No. 14-21, Marsh Landing WTP High Service  
Pumps Upgrade  
**DATE:** February 12, 2014

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 Scott Trigg

Date 2/13/14

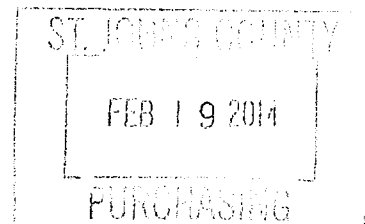
Budget Amount \$ 495,000

Account Funding Title 2014 ML WTP HSD Upgrade

Funding Charge Code 4461-56302-6622 - Varies

Award to TLC Diversified, Inc.

Award Amount \$ 470,000.00



**ST. JOHNS COUNTY  
BID TABULATION**

*LD*  
*Y*

LEIGH DANIELS  
YVETTE CANDLER

OPENED BY  
TABULATED BY  
VERIFIED BY

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 OF INTENT  
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

BID TITLE MARSHLANDING WTP HIGH SERVICE PUMPS UPGRADE

BID NUMBER 14-21  
OPENING DATE/TIME February 12, 2014 2:00 PM

POSTING DATE/TIME FROM 02/12/14 3:00 PM UNTIL 02/18/14 3:00 PM

BIDDERS	TOTAL LUMP SUM BID PRICE	BID BOND	ATTENDED MANDATORY PRE- BID METING	ADDENDUM # 1
FLORIDA DESIGN CONTRACTORS	\$638,000.00	YES	YES	YES
TLC DIVERSIFIED INC	\$470,000.00	YES	YES	YES
SAWCROSS INC	\$512,000.00	YES	YES	YES

BID AWARD DATE -

BID NO.: 14-21 Marsh Landing WTP High Service Pumps Upgrade																
COMPANY NAME	Attachments											License/ Certs	Add	Bid	Notes	
	Base Bid	A	B	C	D	E	F	G	H	I	J					K
Florida Design Contractors Inc.	\$638,000.00	X	X	X	X	X	X	X	X	X	X	X	GC	X	X	Attended Mandatory Pre-Bid Mtg & Site Visit and Bid Complies with bid requirements
TLC Diversified, Inc.	\$470,000.00	X	X	X	X	X	X	X	X	X	X	X	GC/CUC	X	X	Attended Mandatory Pre-Bid Mtg & Site Visit and Bid Complies with bid requirements
Sawcross Inc.	\$512,000.00	X	X	X	X	X	X	X	X	X	X	X	GC/CUC	X	X	Attended Mandatory Pre-Bid Mtg & Site Visit and Bid Complies with bid requirements

BID NO.: 14-21

**NOTICE TO BIDDERS – CONSTRUCTION**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, February 12, 2014 by Sharon Haluska, St. Johns County Purchasing Dept. located in the St. Johns County Administration Bldg. at 500 San Sebastian View, St. Augustine, Florida 32084 (904) 209-0150 for MARSH LANDING HIGH SERVICE PUMPS UPGRADE. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids must be delivered or received in the Purchasing Department by the 2:00 P.M. deadline.

**Scope of Work:**

The Scope of Work for this project shall generally include furnishing all labor, materials, equipment and other items necessary for upgrading the Marsh Landing High Service Pumps. The scope of work shall include but may not be limited to Mobilization/Demobilization; Site Work and Yard Piping; High Service Pumps Upgrade; HVAC modifications; Instrumentation and Controls; Permitting, General Requirements; Bonds and Insurance.

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.

There will be a **Mandatory** Pre-Bid Conference on January 21, 2014, at 9:45 A.M. at the St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, FL 32084. **Anyone arriving after 9:45 am will not be allowed admittance. Any company not in attendance and signed in at both the meeting and site visit will not be allowed to submit a bid.** It is the contractor's responsibility to ensure timely arrival. A non-mandatory site visit will be available to those interested shortly after the Pre-Bid meeting.

**Minimum Qualifications:** Prime Bidders must be fully licensed to do business in the State of Florida and hold a current Certified General Contractor license at the time that the bid is submitted, must have successfully constructed, as a prime contractor or subcontractor, at least two (2) projects of the type, size, and dollar value of the construction proposed for this project in the past five (5) years, and must have been in business under the bidding company name for at least five (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.

Copies of Bidding Documents may be obtained from CDM Smith, 8381 Dix Ellis Trail, Suite 400, Jacksonville, Florida 32256, 904-731-7109, [gullofoca@cdmsmith.com](mailto:gullofoca@cdmsmith.com), for the sum of \$50.00 per set, which is non-refundable. Make checks payable to CDM Smith.

Any and all technical questions relative to this project shall be directed in writing to Scott Trigg, P.E., St. Johns County Utility Department, 904-209-2622, [strigg@sjcfl.us](mailto:strigg@sjcfl.us). Any and all procurement or bid process questions shall be directed in writing to Sharon Haluska, St. Johns County Purchasing Department, 904-209-0156, [shaluska@sjcfl.us](mailto:shaluska@sjcfl.us). **The deadline for all questions for this bid shall be January 29, 2014 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.sjefl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjefl.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](http://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, 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.

*\*\*Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.\*\**

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



## St. Johns County Board of County Commissioners

Purchasing Division

February 5, 2014

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** BID NO.: 14-21 Marsh Landing WTP High Service Pumps Upgrade

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. *Please return a signed copy of this Addendum with Bid Proposal (1 original).*

ADDENDUM #1 SHALL BE INCORPORATED INTO THE AGREEMENT DOCUMENTS, PROPOSAL REQUIREMENTS, AGREEMENT FORMS, CONDITIONS OF THE AGREEMENT, AND TECHNICAL SPECIFICATIONS  
DATED DECEMBER 2013

Proposers on the Project are hereby notified that this Addendum shall be attached to and made a part of the above-named Proposal Documents and Specifications. These items shall have full force and effect as the Proposal Documents and Specifications and cost involved shall be included in the Proposal Contract Prices. Proposals to be submitted on the specified bid date shall conform with the additions/deletions/revisions listed herein.

#### LIST OF APPENDICES

APPENDIX A: REVISED OFFICIAL COUNTY BID FORM  
APPENDIX B: SHEET E-5

#### IN THE BID DOCUMENTS

OFFICIAL COUNTY BID FORM

A. OFFICIAL COUNTY BID FORM - REPLACE in its entirety with APPENDIX A.

#### IN THE TECHNICAL SPECIFICATIONS

SECTION 01740-

A. 01740, ADD Paragraph 1.07 FINAL GUARANTEE as follows:

"1.07 FINAL GUARANTEE

- A. All work shall be guaranteed by the Contractor for a period of 1 year from and after the date of acceptance of the work by the Owner.
- B. If, within the guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Engineer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the

terms of the Contract, promptly upon receipt of notice from the Owner and without expense to the Owner, do the following.

1. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein.
  2. Make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the Engineer, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract.
  3. Make good any work or material, or the equipment and contents of building, structure of site disturbed in fulfilling any such guarantee.
- C. If the Contractor, after notice, fails within 10 days to proceed to comply with the terms of this guarantee, the Owner may have the defects corrected, and the Contractor and his/her surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the Owner, delay would cause loss or damage, repairs may be started without notice being given to the Contractor and the Contractor shall pay the cost thereof.
- D. All special guarantees or warranties applicable to specific parts of the work as may be stipulated in the Contract Documents or other papers forming a part of this Contract shall be subject to the terms of this paragraph during the first year of life of each such guarantee. All special guarantees and manufacturers' warranties shall be assembled by the Contractor and delivered to the Engineer, along with a summary list thereof, before the acceptance of the Work."

#### SECTION 11216-

- A. 11216, Paragraph 1.03 A.10 – DELETE paragraph in its entirety.
- B. 11216, Paragraph 1.05 A – DELETE "and controls" from first sentence.
- C. 11216, Paragraph 1.06 B -- DELETE "shaft sleeves" from first sentence.
- D. 11216, Paragraph 1.07 B – DELETE "The following minimum spare parts shall be furnished per pump: 1. One complete set of radial and thrust bearings 2. One complete set of gaskets 3. One set of two seals."
- E. 11216, Paragraph 2.01 F – DELETE "shaft sleeves" from first sentence.
- F. 11216, Paragraph 2.01 I – ADD "or as specified in Paragraph 2.03 G." to last sentence.
- G. 11216, Paragraph 2.03 E.3 – DELETE in its entirety.
- H. 11216, Paragraph 2.03 F.1 – DELETE "The stuffing box face shall be machined to be within 0.002 degrees perpendicular alignment to the shaft sleeve."
- I. 11216, Paragraph 2.03 F.2 – DELETE "sleeve" from second sentence.
- J. 11216, Paragraph 2.06 B – DELETE "with a suction head (including vapor pressure, velocity head friction loss and static suction head) as required to demonstrate that the NPSH required by the pump at the run-out operating point listed in Table 11216-1 is less than the value specified" from third sentence.

#### SECTION 15050-

- A. 15050, Paragraph 2.01 B – DELETE "ASTMA-320, type B8MA Class 1A, bright finish stainless steel with hexagon heads and shall have sufficient strength for the maximum operating pressure of the piping they are to be installed in. Washers shall be Type 316 stainless steel. Nuts shall be hex nuts conforming to ASTM A194, 8MA stainless steel. Bolt number and size same as flange standard, studs - same quality as machine bolts, and 1/16-in thick rubber gaskets with cloth insertions" and ADD "per Section 15120, Paragraph 2.03."



SECTION 15100-

- A. 15100, Paragraph 2.02 A - ADD "GA Industries is an approved manufacturer in addition to the listed approved manufacturers in the St. Johns County Manual of Water, Wastewater and Reuse Design Standards and Specifications."
- B. 15100, Paragraph 2.05 A - ADD "GA Industries is an approved manufacturer in addition to the listed approved manufacturers in the St. Johns County Manual of Water, Wastewater and Reuse Design Standards and Specifications."

**IN THE DRAWINGS**

SHEET E-5-

- A. SHEET E-5 - REPLACE drawing in its entirety with the revised drawing in Appendix B.

**ANSWERS TO QUESTIONS RECEIVED DURING BIDDING, CLARIFICATION AND GENERAL INFORMATION**

1. In the Bid Documents – It appears we do not need to solicit M/WBE Companies and/or have Good Faith Effort paperwork, to be in Compliance with the SRF Conditions of this bid, as there does not seem to be a Goal for M/WBE. Do you agree?

*Answer: M/WBE requirement do not apply to this project.*

2. What is the cost of the permits for this project?

*Answer: The permits listed below are expected to be required as part of this project. Contractor shall be responsible for all other permits necessary to complete the project even if not listed below.*

- *Notice of Intent (NOI) to Use The Generic Permit for Discharge of Ground Water From Dewatering Operations - \$100*
- *Florida NPDES Stormwater Permitting Notice of Intent – Is not required if construction remains below 1 acre.*
- *St. Johns County Building Permit - Estimated costs for the building permit are expected to be less than \$250.*

3. Are the flange accessory sets to be 316 or 304 stainless steel? Spec 15050-4 and 15120-5.

*Answer: Flange accessory sets shall be 304 stainless steel. Section 15050 will be revised.*

4. Will EBAA Iron Megaflanges be an acceptable restraining adapter on this project?

*Answer: Where restrained joint pipe requires a field cut, Contractor shall follow Section 02616, Paragraph F which allows the use of EBAA Iron field adaptable restrained joints.*

5. What is the longest shut down period for this pump station design during construction?

*Answer: The exact timeframe for shut down depends on many factors including, time of year, irrigation schedules, and status of our other interconnected WTP. It is expected that the facility can be shut down for up to one week depending on those factors.*

6. The wall penetration detail on Sheet MD-1 shows a wall pipe with grout around it while the spec 01180 indicates galvanized pipe sleeves with link seals. Which method is preferred?

*Answer: Contractor shall follow Detail D on Sheet MD-1 for wall penetrations.*

7. Is Peerless the only approved pump Manufacturer for this project?

*Answer: Peerless is the only approved pump manufacturer for this project. No substitution requests have been submitted.*

8. Please confirm that the Contractor's warranty period is 1 year.

*Answer: Contractor's warranty period is 1 year from and after the date of acceptance of the work by the Owner. Specification section 01740 will be revised.*

9. On E-5 of the drawings the notes say that an expansion panel is to be added to the existing RTU. However, I believe that this should be a replacement Motorola ACE RTU and that the existing Moscad RTU should be decommissioned and turned over to the County at the end of the project. Can you please confirm this?

*Answer: The existing Motorola Moscad RTU equipment shall be replaced with new SJCUD standard Motorola ACE3600 RTU equipment. The existing Moscad RTU equipment shall be decommissioned and returned to SJCUD. See revised Sheet E-5 included with this addendum.*

10. The general note found Plan Sheet E-6 states to "Provide Temporary Electric equipment tack with 200 A Service Meter." The contractor will provide the application for the meter, but will the owner reimburse for the cost of operation? If so, can an allowance be provided to cover those costs?

*Answer: No, the contractor will be responsible for these costs.*

11. Please confirm that the existing I/O list will also be the final I/O list once the project is finished and that no new I/O are being added in the process of the equipment replacement.

*Answer: The existing Motorola Moscad RTU equipment shall be replaced with new SJCUD standard Motorola ACE3600 RTU equipment. The existing RTU radio shall be decommissioned and returned to SJCUD. See revised Sheet E-5 included with this addendum.*

12. Is the existing SCADA system radio to be reused or replaced as part of this project?

*Answer: The existing RTU radio shall be replaced with a new SJCUD standard RTU radio. See revised Sheet E-5 included with this addendum.*

13. Reference to Specification 11216, paragraph 1.05.A. Please confirm the requirements for the controls to be furnished by the pump supplier. The soft starts are shown on E-6 as part of the new MCC1, so I would expect these items and the associated controls/RTU to be provided by others.

*Answer: Controls will not be furnished by the pump supplier. Section 11216 will be revised.*

14. Reference to Specification 11216, paragraph 2.03.E.3. Please note that the impeller nuts are used in lieu of shaft sleeves when cartridge seals are provided, which is the case for this project per paragraph 2.03.F.2.

*Answer: Noted. Section 11216 will be revised.*

15. Reference to Specification 11216, paragraph 2.03.G. Peerless uses painted steel coupling guards as a standard, which complies with paragraph 2.01.I. Please consider removing the requirements for the polyethylene hinged guard.

*Answer: This requirement will remain.*

16. Reference to Specification 11216, paragraph 2.06.B. Please confirm the requirements for NPSH testing as specified. This testing is not common. It is available but at considerable expense.

*Answer: Confirmed. This should be a standard test setup in any of the manufacturer's test facilities. It is for one point only. The end of the sentence in Paragraph 2.06 B after "The pumps will be tested from shut-off to run-out" has been deleted for clarity.*

17. Reference to Specification 15100, paragraph 2.02. Please consider approving GA as an approved Manufacturer for the butterfly valves to be supplied by this project.

*Answer: GA Industries will be considered an approved manufacturer for butterfly valves on this project.*

18. Reference to Specification 15100, paragraph 2.05. Please consider approving GA as an approved Manufacturer for the air release valves to be supplied for this project.

*Answer: GA Industries will be considered an approved manufacturer for air release valves on this project.*

19. On page 3 of the Bid Form where it lists the "Bid Proposal Attachments", this list does not coincide with the attachments i.e., Attachment F = the Certificate of Compliance with FDEP Generic Permit Requirements not the Unit Price List as listed on page 3.

*Answer: The list of attachments shown on the Bid Proposal form applicable to this bid and required to be submitted with the Bid Proposal are as follows:*

- Attachment A - Affidavit*
- Attachment B - List of Proposed Subcontractors*
- Attachment C - Certificate as to Corporate Principal*
- Attachment D - Florida Trench Safety Act*
- Attachment E - License/Certification List*
- Attachment F - Certificate of Compliance w/FDEP Generic Permit Requirements*
- Attachment G - Qualifications Statement*
- Attachment H - Certification of Contractors Insurance and Bonding*
- Attachment I - Appendix A - Certification of Compliance with FDEP Supplementary Conditions*
- Attachment J - Appendix G - Certification of Compliance with 41 CFR 60-1.7: Reports & Other Required Information*
- Attachment K - Certification of Nonsegregated Facilities Bid Bond*
- Fully Acknowledged Addenda Applicable to this bid*

*Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" 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.*

**THE BID DUE DATE IS CURRENTLY February 12, 2014 by 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

**Sharon L. Haluska**  
Contract Administrator  
Purchasing Department

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM #1**

User: Haluska, Sharon

Organization: St. Johns County - Purchasing Department

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## Document Confirmation

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**Document Title** Bid No 14-21 Addendum 1

**Reference Filename** 1637122.PDF

**File Size** 309181 Bytes

**Total uploaded by type** 1

**Addendums** 1

**BID NO.: 14-21**

**OFFICIAL COUNTY BID FORM – REVISED FEBRUARY 3, 2014  
ST. JOHNS COUNTY, FLORIDA  
LUMP SUM BID PROPOSAL**

**PROJECT:** MARSH LANDING HIGH SERVICE PUMPS UPGRADE

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

**DATE SUBMITTED:** \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
**FULL LEGAL COMPANY NAME**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

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 MARSH LANDING HIGH SERVICE PUMPS UPGRADE, 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:**

**FOR:** Construction of MARSH LANDING HIGH SERVICE PUMPS UPGRADE as per plans and specifications.

\$ \_\_\_\_\_  
Total Lump Sum Price (Numerical)

\_\_\_\_\_/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.

Time of Substantial Completion to be two-hundred forty (240) 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.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

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 Engineer, 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 two-hundred forty (240) consecutive calendar days and begin work 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: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
(Name & Title typed or printed)

By: \_\_\_\_\_  
(Name & Title typed or printed)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ 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” - Certificate of Compliance w/FDEP Generic Permit Requirements
  - “G” - Qualifications Statement
  - “H” - Certification of Contractors Insurance and Bonding
  - “I” - Appendix A - Florida Dept. of Environmental Protection (FDEP) Supplementary Conditions
  - “J” - Appendix G - Certificate of Compliance with 41 CFR 60-1.7: Reports & Other Required Information
  - “K” - Certificate of Nonsegregated Facilities
  - Bid Bond
  - Fully Acknowledged Addenda Applicable to this bid

Attachments “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, “J”, “K” 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.

**Sharon Haluska**

---

**From:** Scott Trigg  
**Sent:** Wednesday, February 05, 2014 1:41 PM  
**To:** Sharon Haluska  
**Subject:** Fwd: Marsh Landing WTP HSP - Addendum No. 1  
**Importance:** High  
**Attachments:** Appendix B Sheet E-5.pdf; Addendum\_1.docx; Appendix A Bid Form.doc  
Asked teri to send as well.

*Sent from my Verizon Wireless 4G LTE DROID*

----- Original Message -----

Subject: Marsh Landing WTP HSP - Addendum No. 1  
From: "Pinson, Teri" <PinsonTL@cdmsmith.com>  
To: "Scott Trigg (strigg@sjcfl.us)" <strigg@sjcfl.us>  
CC: "Samel, Leslie" <SamelLS@cdmsmith.com>

Scott:

Please find attached Addendum 1 and two attachments. Let me know if you need any changes.

Thanks,

Teri

Teri Pinson, P.E. | CDM Smith | 8381 Dix Ellis Trail, Suite 400 | Jacksonville, FL 32256

T: 904.527.6750 | F: 904.519.7090 | [pinsontl@cdmsmith.com](mailto:pinsontl@cdmsmith.com) | [cdmsmith.com](http://cdmsmith.com)



User: Haluska, Sharon    Organization: St. Johns County - Purchasing Department    Logout | Help

**DEMANDSTAR**  
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**Document Confirmation**

The uploaded file was successfully received.

**Document Title** Bid No 14-21 Addendum 1 Revised Bid Form  
**Reference Filename** 1637123.PDF  
**File Size** 187663 Bytes  
**Total uploaded by type** 1  
**Addendums** 1



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The uploaded file was **successfully** received.

**Document Title**   Bid No 14-21 Addendum 1 Sheet E-5  
**Reference Filename**   1637124.PDF  
**File Size**   120552 Bytes  
**Total uploaded by type**   1  
**Addendums**   1

BID NO.: 14-21

OFFICIAL COUNTY BID FORM - REVISED FEBRUARY 3, 2014  
ST. JOHNS COUNTY, FLORIDA  
LUMP SUM BID PROPOSAL

PROJECT: MARSH LANDING HIGH SERVICE PUMPS UPGRADE

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

DATE SUBMITTED: February 12, 2014

BID PROPOSAL OF

TLC Diversified, Inc.

FULL LEGAL COMPANY NAME

2719 17th Street East, Palmetto, FL 34221/ (941) 722-0621  
Address Telephone No.

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 MARSH LANDING HIGH SERVICE PUMPS UPGRADE, 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:

FOR: Construction of MARSH LANDING HIGH SERVICE PUMPS UPGRADE as per plans and specifications.

\$ 470,000.00  
Total Lump Sum Price (Numerical)

Four Hundred Seventy Thousand Dollars and no/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.

Time of Substantial Completion to be two-hundred forty (240) 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: 02/05/2014

No.: \_\_\_\_\_ Date Received:

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 Engineer, 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.

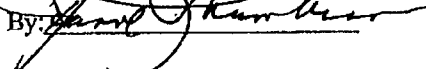
The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within two-hundred forty (240) consecutive calendar days and begin work within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be 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)

By:  Thurston Lamberson/President  
(Name & Title typed or printed)

By:  Joanne Lamberson/Secretary  
(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 #: 13-178-8242  
State of Incorporation is Florida

**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
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  - "G" - Qualifications Statement
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  - "I" - Appendix A - Florida Dept. of Environmental Protection (FDEP) Supplementary Conditions
  - "J" - Appendix G - Certificate of Compliance with 41 CFR 60-1.7: Reports & Other Required Information
  - "K" - Certificate of Nonsegregated Facilities
  - Bid Bond
  - Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" 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.: 14-21

**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 Five Percent Dollars (\$ 5% ) 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 February 12, 2014.

For  
**MARSH LANDING HIGH SERVICE PUMPS UPGRADE**  
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.

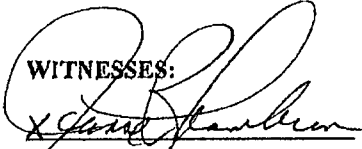
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 21 day of January A.D., 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 14-22

WITNESSES:

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

WITNESSES:

  
\_\_\_\_\_

Joanne Lamberson

Secretary

PRINCIPAL:

TDC Diversified, Inc.

NAME OF FIRM:

  
\_\_\_\_\_

SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

Thurston Lamberson/President

TITLE

2719 17th Street East  
BUSINESS ADDRESS

Palmetto, FL 34221

CITY

STATE

WITNESS:

  
\_\_\_\_\_

A.K. BRODER

SURETY:

Westfield Insurance Co.

CORPORATE SURETY

  
\_\_\_\_\_

ATTORNEY-IN-FACT (AFFIX SEAL)

Theodore J. Jedlick

One Park Circle

BUSINESS ADDRESS

Westfield Center, OH 44251

CITY

STATE

JBI Group, Inc.

NAME OF LOCAL INSURANCE AGENCY

END OF SECTION



General  
Power  
of Attorney

POWER NO. 0992202 04

**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 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 in 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 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 National Surety Leader and 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

By: *Dennis P. Baus*  
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 15th day of APRIL, A.D., 2010, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and 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 21 day of January, A.D., 2014.



*Frank A. Carrino*  
Frank A. Carrino, Secretary

Bid No.: 14-21

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.

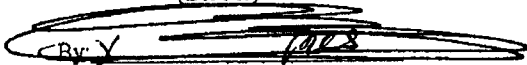
This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Thurston Lamberson who being duly sworn, deposes and says he is President (Title) of the firm of TLC Diversified, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 14-21 - MARSH LANDING HIGH SERVICE PUMPS UPGRADE, in St. Johns County, Florida.

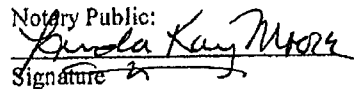
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, 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: 

Thurston Lamberson/President  
(Title)

Sworn and subscribed to me this 11th day  
of February, 2014.

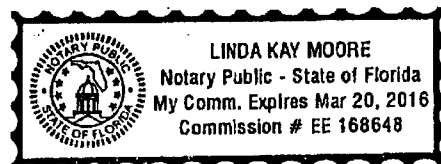
Notary Public:  


Signature Linda Kay Moore

Printed

My commission Expires: March 20, 2016

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



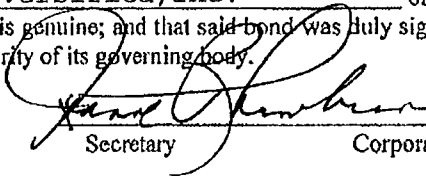


Bid No.: 14-21

ATTACHMENT "C"

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

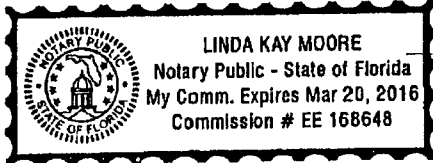
I, Joanne Lamberson certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Thurston Lamberson who signed the said bond on behalf of the Principal, was then President of TLC Diversified, Inc. of said Corporation; that I know his signature, and his signature hereto 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.

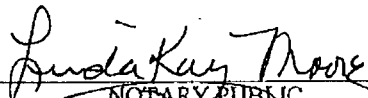
  
Secretary                                  Joanne Lamberson/Secretary  
Corporate Seal

(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 Westfield Insurance Company and that he has been authorized by Westfield Insurance Co. 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 11th day of February, 2014, A.D.



  
NOTARY PUBLIC  
State of Florida-at-large  
Linda Kay Moore  
My Commission Expires: March 20, 2016

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

**Financial  
Statement**

**Westfield Insurance Co.**

Westfield Center, Ohio 44251-5001

December 31, 2012

(in thousands)

**WESTFIELD INSURANCE COMPANY  
BALANCE SHEET  
December 31, 2012**

Cash, cash equivalents, and short term investments	4,419
Bonds	1,203,971
Stocks	517,876
Agents' balances and uncollected premiums, net	304,639
Other admitted assets	<u>212,240</u>
 Total admitted assets	 <u>2,243,145</u>
 Reserve for unearned premiums	 412,675
Reserve for unpaid losses and loss expenses	799,227
Reserve for taxes and other liabilities	<u>177,640</u>
 Total liabilities	 1,389,542
 Capital stock	 8,220
Other than special surplus funds	0
Surplus	<u>845,383</u>
 Total surplus	 853,603
 Total liabilities and surplus	 <u>2,243,145</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 ..... 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, 2012.

Attest:

*Frank Carrino*

Frank A. Carrino  
Group Legal Leader, Secretary

*Dennis P. Baus*

Dennis P. Baus  
National Surety Leader  
Surety Operations

Sworn to before me this 13<sup>th</sup> day of February A.D. 2013.

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



BD5402 D

Bid No.: 14-21

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: Thurston Lamberson/President

TLC Diversified, Inc.

February 11, 2014

Bidder

Date



Authorized Signature





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.myfloridialicense.com](http://www.myfloridialicense.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# 6154368  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CGC041816 06/06/12 110416241  
CERTIFIED GENERAL CONTRACTOR  
LAMBERSON, THURSTON  
T L C DIVERSIFIED INC  
IS CERTIFIED under the provisions of Ch.489 FS  
Expiration date: AUG 31, 2014 L12060601290

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6154368

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12060601290

DATE	BATCH NUMBER	LICENSE NBR
06/06/2012	110416241	CGC041816

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2014

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



RICK SCOTT  
GOVERNOR

KEN LAWSON  
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.

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STATE OF FLORIDA AC# 6154670
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CUC053963 06/06/12 110416241
CERT UNDERGROUND & EXCAV CNTR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC
IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2014 L12060601592

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6154670

STATE OF FLORIDA

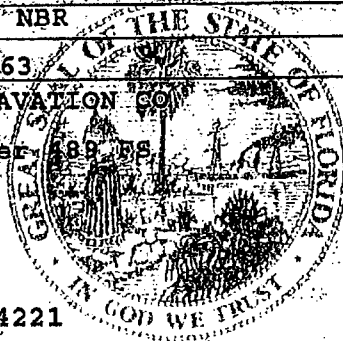
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12060601592

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/06/2012, 110416241, CUC053963

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

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



RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

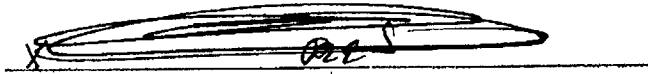
Bid No.: 14-21

ATTACHMENT "F"

**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 those 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. 02/11/2014  
Bidder Date



Authorized Signature  
Thurston Lamberson/President



# TLC Database

## Job Number

Year Seq Project Name  
109 49 Pump Station #5 Improvements

Engineer  
McKim and Creed, Inc.

Contract Amount % Complete Year Complete County  
\$620,055.00 100% 2011 Sarasota

Eng Contact

Owner Contact  
Sarasota County Government Gene Allen

Eng Phone Eng. Fax  
(941) 379-3404

Address 1 Phone  
1001 Sarasota Center Blvd (941) 232-5261

Address 3  
378 Interstate Court

Address 2 Fax

Address 4

City State Zip Code  Do Not Mail to  
Sarasota FL 34240

Eng City Eng State  
Sarasota FL

Project Type Estimator  
Lift Station Rehab Dalas Lamberson

Eng Zip Code  No Mail Please  
34240

Tag Record  Out of Business  Balanced @ Close Out  Office  
 Governed Body PAL

Contract Time Days Substantial  
270

Project Description  
Install high service pump & motor, chemical feed system, new VFD's, yard piping improvements and electrical upgrades.

Days Final  
300

Change Order Amount

# TLC Database

## Job Number

Year  Seq  Project Name

Engineer

Contract Amount  % Complete  Year Complete  County

Eng Contact

Owner  Contact

Eng Phone  Eng. Fax

Address 1  Phone

Address 3

Address 2  Fax

Address 4

City  State  Zip Code   Do Not Mail to

Eng City  Eng State

Project Type  Estimator

Eng Zip Code   No Mail Please

Tag Record  Out of Business  Balanced @ Close Out  Office  
 Governed Body

Contract Time  Days Substantial

Project Description

Days Final

Change Order Amount

Bid No.: 14-21

ATTACHMENT "H"

**CERTIFICATION OF CONTRACTOR'S INSURANCE AND BONDING**

Project: 14-21

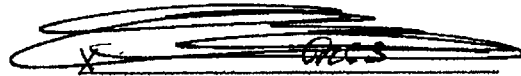
I certify that TLC Diversified, Inc., general contractor for  
(Name of Contractor)

Marsh Landing High Speed service Pump Upgrades, has obtained, and will be required  
(Contract Description)

to maintain, insurance as is customary during construction, including workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, and property. Builder's risk or similar types of insurance in the amount of full replacement cost of the project, or portion thereof, being constructed under the contract has also been obtained, and will be maintained, by the contractor to the extent that such insurance is obtainable.

I also certify that the contractor has submitted a payment and performance bond or bonds as described below:

Type of Bond	Amount of Bond	Surety
Public Construction Bond(Perf/Pmt)/100% of Total Bid	Westfield Insurance Company	
(Public Construction Bond will be issued once bid Awarded to TLC Diversified, Inc.)		



(Signature)

February 11, 2014

(Date)

Thurston Lamberson/President-TLC Diversified, Inc.

TBD

(Typed Name and Title of Local Government's  
Authorized Representative)

Bid No.: 14-21

ATTACHMENT "I"

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by St. Johns County Utility Department,  
(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 have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION

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)

February 11, 2014  
(Date)

Thurston Lamberson/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)

Bid No.: 14-21

ATTACHMENT "J"

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 St. Johns County Utility Department, which expects to finance the proposed (insert the name of the Owner) 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] February 11, 2014  
(Signature of Authorized Official) (Date)

Thurston Lamberson/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)



Bid No.: 14-21

ATTACHMENT "K"

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 St. Johns County Utility Department, which expects to finance the proposed (insert the name of the Owner) 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)

February 11, 2014  
(Date)

Thurston Lamberson/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)

18. Reference to Specification 15100, paragraph 2.05. Please consider approving GA as an approved Manufacturer for the air release valves to be supplied for this project.

*Answer: GA Industries will be considered an approved manufacturer for air release valves on this project.*

19. On page 3 of the Bid Form where it lists the "Bid Proposal Attachments", this list does not coincide with the attachments i.e., Attachment F = the Certificate of Compliance with FDEP Generic Permit Requirements not the Unit Price List as listed on page 3.

*Answer: The list of attachments shown on the Bid Proposal form applicable to this bid and required to be submitted with the Bid Proposal are as follows:*

*Attachment A - Affidavit*

*Attachment B - List of Proposed Subcontractors*

*Attachment C - Certificate as to Corporate Principal*

*Attachment D - Florida Trench Safety Act*

*Attachment E - License/Certification List*

*Attachment F - Certificate of Compliance w/FDEP Generic Permit Requirements*

*Attachment G - Qualifications Statement*

*Attachment H - Certification of Contractors Insurance and Bonding*

*Attachment I - Appendix A - Certification of Compliance with FDEP Supplementary Conditions*

*Attachment J - Appendix G - Certification of Compliance with 41 CFR 60-1.7: Reports & Other Required Information*

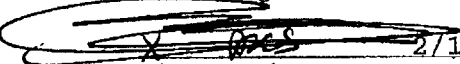
*Attachment K - Certification of Nonsegregated Facilities Bid Bond Fully Acknowledged Addenda Applicable to this bid*

*Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" 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.*

**THE BID DUE DATE IS CURRENTLY February 12, 2014 by 2:00 P.M.**

**Acknowledgment**

Sincerely,

  
Signature and Date

Sharon L. Haluska  
Contract Administrator  
Purchasing Department

Thurston Lamberson/President  
Printed Name and Title

TLC Diversified, Inc.  
Company Name (Print)

**END OF ADDENDUM #1**

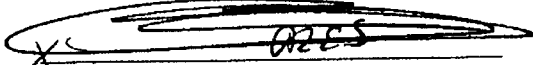
## DRUG FREE WORKPLACE FORM

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.



Bidders Signature  
Thurston Lamberson, President

February 06, 2014

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:

Thurston Lamberson, President  
(print individual's name and title)

for

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

whose business address is

2719 17<sup>th</sup> 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. 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:

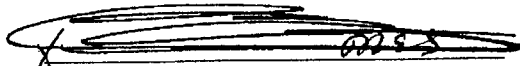
  X   Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to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


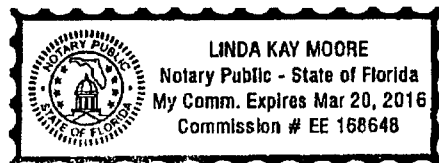


(Signature)  
Thurston Lamberson, President

Sworn to and subscribed before me this 11h day of February, 2014

Personally known to me.

Notary Public – State of Florida

  
(Signature of Notary)  
Linda Kay Moore

Notary Stamp:



CORPORATE RESOLUTION

February 25, 2011

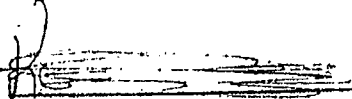
RE: Authority to Sign Legal Documents

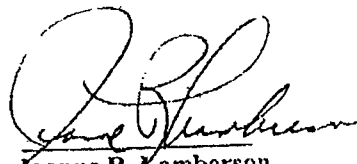
TO WHOM IT MAY CONCERN;

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson and having 100% of the outstanding shares of said Corporation owned since March of 89 declares the following as a matter of record.

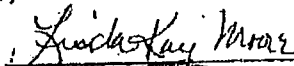
Mr. Thurston Lamberson, President, shall have full power and authority to sign any and all Legal and Binding Documents and make all commitments of whatever nature for TLC Diversified, Inc.

Signed this 25th day of Feb, 2011

  
Thurston Lamberson  
President

  
Joanne R. Lamberson  
Vice-President

Sworn to and subscribed before me Thurston Lamberson, and Joanne R Lamberson whom I know this 25th day of Feb, 2011.

  
Linda Kay Moore  
Notary Public

My Commission Expires: March 20, 2012



# *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, 2014, that its most recent annual report/uniform business report was filed on January 14, 2014, 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 the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of January,  
2014*



*Ken Detzner*  
**Secretary of State**

Authentication ID: CC1371303739

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
113	19	Conserv II Boiler & Gas Burner	City of Orlando	Alan R. Oylar	(407) 246-2573	\$652,000	0%
113	18	WTP NaOCl Storage Tank Replacement	Village of Tequesta	Roy Fallon	(561) 575-6234	\$177,600	0%
113	17	Master Pump Stations Improvements	Orange County Utilities	Alan Gay	(407) 254-9724	\$1,025,000	0%
113	16	Conserv I Flow Diversion/LS 69 Upgrades	City of Orlando	Ron Proulx	(407) 246-3313	\$3,098,150	0%
113	15	Lift Stations 18, 35, 59 & 68 Rehabilitation	City of Orlando	Mike Melzer	(407) 246-3187	\$1,158,645	0%
113	14	Perry Avenue Pump Station Rehabilitation	City of Tampa	Rick Morriss	(813) 630-3912	\$369,000	0%
113	13	Ocean Outfall Junction Box Rehab	Town of Palm Beach	Jeff Sanon	(561) 227-7024	\$82,616	0%
113	12	Lift Station 33 & 42 Improvements	City of Clearwater	Tom Robertson	(727) 562-4749	\$989,560	1%
113	11	Pump Station A-7 In-Line Booster Station	Town of Palm Beach	Jeff Sanon	(561) 227-7024	\$1,721,672	2%
113	10	Lift Station 32 Improvements	City of Clearwater	Tom Robertson	(727) 562-4749	\$158,400	2%
113	09	Lift Station 2/2A Rehab	City of Clearwater	Tom Robertson	(727) 562-4749	\$337,645	2%
113	08	Heathrow Master Pump Station Improves	Seminole County Utilities	James Monahan	(407) 665-2021	\$948,000	1%
113	07	Jupiter Farms Shopping Ctr WW Upgrades	Jupiter Farms Ctr POA	Glen Alexander	(561) 471-5353	\$196,470	1%
113	06	Lift Station E-6 Upgrades	Town of Palm Beach	Michael Roach	(561) 838-5440	\$29,700	100%
113	05	Reclaimed Water ASR Phase III	City of Oldsmar	Lisa R. Rhea, P.E.	(813) 749-1134	\$664,700	54%
113	04	Production Wells 1B, 2B, 8B, 5A, 11B & 12A	Seacoast Utility Authority	Kieth Haas	(561) 627-2900	\$2,125,729	9%
113	03	NW Regional WRF Aluminum Tank Covers	Hillsborough County Water Dept	Albert Martini	(813) 272-5977	\$806,800	1%
113	02	WRF Odor Control Project	Englewood Water District	Jay D. Linden	(941) 697-4004	\$679,394	29%
113	01	Expansion Joint Replacement Project	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$19,000	100%
112	21	Dr. Phillips Pump Station #3151 Rehab	Orange County Utilities	Alan Gay	(407) 254-9724	\$3,248,000	1%
112	20	West Port Reclaimed Water Pumping Station	Charlotte County Utilities	Tom Dumes	(941) 743-1378	\$971,949	18%
112	19	D.L. Tippin WTF Sludge Tank Rehab	City of Tampa	Jim Griener	(813) 274-8456	\$489,500	25%
112	18	Annual Agreement for W & WWTP Construction 12	Martin County Utilities	Ted Robbins	(772) 221-1442	\$275,711	55%
112	17	SJCU Lift Station Rehab - Group 2	Gruhn May, Inc.	G. Gruhn	(904) 861-5266	\$86,348	100%
112	16	Pump Station #1 Disinfection Improvements	Sarasota County Government	Peter Boers	(941) 861-5266	\$207,800	84%
112	15	Emergency Pump LS 12D	Manatee County Utilities	Sherri Robinson	(941) 708-1450	\$82,655	100%
112	14	St. Johns County Pope Rd. WTP Demolition	St. Johns County	Berry Stewart	(904) 209-2645	\$55,940	100%
112	13	Lift Stations 29, 65 & 78 Improvements	City of Orlando	Ron Proulx	(407) 246-3313	\$839,492	69%
112	12	Emergency Repair of Auto Backwash Filts Ph II	Manatee County Utilities	Tom Birk	(941) 792-8811	\$195,600	100%
112	11	Andros Ave. Pump Station Rehab	City of Tampa	Rick Morriss	(813) 630-3912	\$197,500	25%
112	10	Master Lift Station Bypassing Mods	Loxahatchee River District	George DeCarlos	(561) 747-5709	\$71,419	100%
112	09	International Drive Pump Station 3370 Rehab	Orange County Utilities	Alan Gay	(407) 254-9724	\$1,029,000	78%
112	08	Lift Station 2010 Rehabilitation	Tohopekaliga Water Authority	Annie Geary	(407) 944-5000	\$1,182,075	90%
112	07	Marshall St. Salsnes Filters Project	City of Clearwater	Tara Kivett	(727) 562-4758	\$2,299,940	59%
112	06	Sodium Hypochlorite Expansion	City of St. Augustine	Bill Mendez	(904) 825-1040	\$287,000	100%
112	05	Lift Station Repairs	Belle Glade Housing Authority	Alan Sullivan	(561) 996-2140	\$240,697	100%
112	04	Charleston Lift Station Pipe Replacement	City of Fort Meade	Frank Curlee	(863) 285-1100	\$10,530	100%
112	03	River Oaks AWWP Sodium Alum & Bisulfite Sys	Hillsborough County Water Dept	Albert Martini	(813) 272-5977	\$800,264	97%
112	02	Emergency Repair of Auto-Backwash Filters	Manatee County Utilities	Tom Birk	(941) 792-8811	\$452,700	100%
112	01	Lift Station 1 Repair	City of Landershill	Indar Maharaj	(954) 730-4225	\$68,855	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
111	32	Annual Agreement for W & WWTP Construction 07	Martin County Utilities	Ted Robbins	(772) 221-1442	\$1,855,327	100%
111	31	Master Lift Station 5 Upgrades	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$111,468	100%
111	30	Lift Station Improvements - Group III	St. Johns County	Jim Overton	(904) 209-2614	\$619,022	100%
111	29	Tampa Branch Ave. Pump Station	City of Tampa	Eric A. Weiss, P.E.	(813) 274-8039	\$223,850	100%
111	28	Forest Hills Well Field Rehab	City of Coral Springs	Dave Moore	(954) 345-2167	\$1,858,898	60%
111	27	Replacement of SA Production Wells Ph II	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$1,444,221	87%
111	26	Master Pump Station Rehab	City of Treasure Island	Reid Silverboard	(727) 547-4575	\$1,336,471	100%
111	25	43rd Street Odor Control	City of Tampa	Eric A. Weiss, P.E.	(813) 274-8039	\$266,000	100%
111	24	Water Conserv WRF Treatment Improvements	City of Orlando	Alan R. Oyster	(407) 246-2573	\$11,396,503	88%
111	23	Rehab Wet Well at Lift Station 4	City of St. Pete Beach	Rene Cooper	(727) 363-9254	\$181,826	100%
111	22	Lift Station Improvements - Group I	St. Johns County	Jim Overton	(904) 209-2614	\$1,035,260	100%
111	21	Cherry Road Lift station 6066 Rehab	Palm Beach County Utilities	Stephen McGrew	(561) 493-6110	\$125,474	100%
111	20	In-Town Lift Station, Grit Removal, Clarifier	Town of Halan, Iowa	Susan Lambert	(712) 755-5137	\$1,295,848	100%
111	19	Production Well 11	City of West Palm Beach	Lois Adler	(561) 822-2200	\$160,364	100%
111	18	WTP & WWTP Improvements	Town of Zolfo Springs	Linda Roberson	(863) 735-0405	\$650,736	100%
111	17	Belle Glade Lift Station 7 Rehab	Palm Beach County Utilities	Michael K. Gleman	(561) 493-6144	\$246,383	100%
111	16	Siemens Clearwater Plant Renovations	Siemens Industry, Inc.	Clint Sibille	(850) 504-0344	\$2,951,843	99%
111	15	J Avenue Chlorine System Improvements	City of Cedar Rapids Utilities	Sue Jennings	(319) 286-5455	\$454,762	99%
111	14	South Cross Bayou Chlorine Sys Upgrade	Pinellas County Utilities	Wayne Koch, P.E.	(727) 464-3588	\$296,590	100%
111	13	Lift Stations 16 & 31 Replacement	City of Landershill	Indar Maharaj	(954) 730-4225	\$596,751	100%
111	12	Replacement of 4 Production Wells	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$1,153,858	91%
111	11	Gravity Sewer Emergency Repair	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$74,898	100%
111	10	WWT Facility Surge Tank	Harbor Ridge POA	Russel Reed	(772) 873-6048	\$389,285	100%
111	09	Group 1 Lift Station Rehab - 2011	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$236,778	100%
111	08	Odor Control for Lift Stations for Sarasota	Siemens Industry, Inc.	Clint Sibille	(850) 504-0344	\$229,108	100%
111	07	Special Bypass Set-up	Fontaine Industries, LTD	Greg Dunham	(561) 585-9477	\$6,225	100%
111	06	WTP Filter Valve Replacement	Town of Manalapan	Juan J. Florensa	(941) 316-1988	\$73,887	100%
111	05	Lift Station F Replacement	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$281,946	100%
111	04	Annual Lift Station Rehab Piggyback	City of Sarasota	John Chapman	(941) 365-2200	\$507,317	100%
111	03	Water Treatment Plant Improvements	Montezuma Water Dept.	Bill Moore	(641) 623-5675	\$2,113,031	100%
111	02	City of Clearwater Annual LS Contract II	City of Clearwater	Robert Maue	(727) 562-4827	\$95,601	100%
111	01	Lift Stations 26 & 86 Rehabilitation	Loxahatchee River District	George DeCarlos	(561) 747-5709	\$59,522	100%
110	36	Lockheed Martin Remediation WTP Design/Bld	AECOM	Mike Sutton	(864) 234-8911	\$1,918,494	100%
110	35	Lift Stations 26 & 74 Rehabilitation	City of Clearwater	Robert Maue	(727) 562-4827	\$226,528	100%
110	34	East APAC Fermentation Tanks	City of Clearwater	Tom Robertson	(727) 562-4749	\$1,554,526	100%
110	33	Lift Station 7 Replacement	City of Clearwater	Kelly Meritt	(407) 957-7192	\$215,017	100%
110	32	Rehabilitation of Lift Station 2E	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$141,698	100%
110	31	Cardno TBE Force Main Evaluation	Cardno/TBE	Don McCullers	(727) 531-3505	\$166,740	100%
110	30	Seminole County Annual Lift Station Contract	Seminole County Utilities	Tom Owens	(407) 314-6885	\$0	0%
110	29	Siesta Key AWWTP Improvements	Sarasota County Government	Gene Allen	(941) 232-5261	\$509,252	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
110	27	Garden Lakes Lift Station Rehab	Garden Lakes Estates HOA	Ed Rappaport	(941) 727-9130	\$80,964	100%
110	28	Bonnet Creek Lift Station LS-2	BCRC Development District	Dan Paris		\$369,995	100%
110	26	Lakeshore Pumping Station	City of Tampa	Eric A. Weiss, P.E.	(813) 274-8039	\$256,949	100%
110	25	WTP #1 Filter Improvements	City of Ocala	Edward Earnest, P.E.	(352) 351-6688	\$641,567	100%
110	24	Sluice Gate Installation	Manatee County Utilities	Jeff Streitmatter	(941) 708-7450	\$40,971	100%
110	23	Water Main Installation (Part I)	Town of Highland Beach	Jack Lee	(561) 278-4548	\$12,800	100%
110	22	Well No. 5 Installation	City of Lake Worth	Walt Smyser	(561) 586-1671	\$446,728	100%
110	21	Annual Lift Station Rehabilitation Contract	Manatee County Utilities	Jeff Streitmatter	(941) 708-7450	\$129,174	100%
110	20	Rehab of Fowler Ave. Pump Station	City of Tampa	John Hastings	(813) 299-9049	\$78,585	100%
110	19	Elevated Tank Drain Valve Replacement	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$20,399	100%
110	18	Water Treatment Plant Improvements	Fla Dept of Corrections	Scott Palmore	(941) 204-5059	\$88,850	100%
110	17	Colony Cove & Pleasant Lake LS	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$113,644	100%
110	16	Master Pump Station SB Rehab	City of Temple Terrace	Mike Darrow	(813) 506-6592	\$748,000	100%
110	15	NWWRP Reject Water Disposal System	City of St. Petersburg	Michael Ryle	(727) 893-7400	\$479,614	100%
110	14	Largo Rail Replacement	Moss Kelly, Inc.	Brian Schutte	(407) 805-0063	\$40,135	100%
110	13	Indiantown Road Master Lift Station	Lexahatchee River District	George DeCarlos	(561) 747-5709	\$112,330	100%
110	12	LWR Riverwalk Lift Station Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$78,648	100%
110	11	Lift Station 38A Rehabilitation	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$69,800	100%
110	10	Dale Mabry AWWP Grit Chamber Rehabilitation	Hillsborough County Water Dept	Chuck Hammett	(813) 272-5977	\$236,494	100%
110	09	Lift Station 41 Replacement	City of Clearwater	Robert Maue	(727) 562-4827	\$218,409	100%
110	08	Raw Water Well #11 & #12	Town of Lantana	Jerry Dair	(561) 540-5758	\$337,273	100%
110	07	Whitfield Park Lift Station Rehabilitation	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$75,407	100%
110	06	Lift Station 39A Rehabilitation	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$109,734	100%
110	05	Lift Station D Replacement	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$1,364,729	100%
110	04	Slurry Pump Replacement	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$56,773	100%
110	03	T.B. Williams WTP Filter Improvements	City of Lakeland Water Util	Tom Mattiacci	(863) 834-8316	\$399,251	100%
110	02	Lift Station #7 Modifications	City of Sarasota			\$17,000	100%
110	01	University Commons Water Main Extension	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$97,586	100%
109	51	Elwood Park WBPS Check Valve Replacement	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$27,134	100%
109	50	SSNOCWTA Annual Contract for LSs II	SSNOCWTA	Stephen F. Miller	(407) 628-3419	\$556,323	100%
109	49	Pump Station #5 Improvements	Sarasota County Government	Gene Allen	(941) 232-5261	\$620,055	100%
109	48	Marshal & East APCF Chlorine Gas Conversion	City of Clearwater	Robert Maue	(727) 562-4827	\$665,259	100%
109	47	Lift Station 30-AA Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$99,888	100%
109	46	Turnpike WRF Part B; HEADWORKS LS	City of Leesburg	Terry Pollard	(352) 728-9880	\$1,448,044	100%
109	45	Little Manatee River State Park WTP Upgrades	FDEP Parks & Rec	Fred Hand	(850) 488-5372	\$158,934	100%
109	44	Lift Station 61/Pasadena Master Rehab	City of St. Petersburg	Michael Ryle	(727) 893-7400	\$667,307	100%
109	43	Pump Station 14, 21 and 36 Rehabilitation	City of Tamarac	James T. Moore	(954) 597-3758	\$240,698	100%
109	42	Sabal Palms Lift Station Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$93,900	100%
109	41	Lithia WTP Conversion to Sodium Hypochlorite	Hillsborough County Water Dept	Chuck Hammett	(813) 272-5977	\$361,762	100%
109	40	Manhole Lift Stations Rehab Annual Contract	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$213,101	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
109	39	Missionary Village Lift Station Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$82,753	100%
109	38	Palma Sola Lift Station 10-D	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$89,328	100%
109	37	Eastport Headworks Structure Renovation	Charlotte County Utilities	Isabelle Charneau	(941) 764-4510	\$916,818	100%
109	36	EL Conquistador #1 Lift Station Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$100,758	100%
109	35	Private Lift Station w/ connection to PBCWUD	Lion Country Safari, Inc.	Harold Kramer	(561) 793-1084	\$343,315	100%
109	34	RO WTP Concentrate Line	City of Dunedin	Tom Burke	(727) 298-3186	\$29,108	100%
109	33	San Carlos Pump Station WW Rehabilitation	City of Tampa	Rick Morriss	(813) 630-3912	\$299,055	100%
109	32	Hansen Bayou Utility Bridge Improvements	Sarasota County Government	Jeff Weber	(941) 640-8284	\$114,117	100%
109	31	Meadowood Master Pump Station Rehab	Sarasota County Government	Anthony Bell	(941) 650-0874	\$315,212	100%
109	30	Venice Gardens WRF Treatment Plant Mods	Sarasota County Government	John Saputo, IV	(941) 650-0022	\$376,487	100%
109	29	42nd Street Pump Station Replacement	City of Tampa	Rick Morriss	(813) 630-3912	\$574,735	100%
109	28	WWTP #2 Backwash Lift Station Wet Well	Globaltech, Inc.	Paul Gandy	(561) 997-6433	\$30,870	100%
109	27	Master Lift Station Cleaning Project	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$72,396	100%
109	26	Lift Stations 5A, 28A, 35A and 23AA Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$171,693	100%
109	25	Basins A & B High Service Pumps Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$185,672	100%
109	24	Lift Stations 6D, 14D, and 21D Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$116,937	100%
109	23	Rye Road School Emergency Generator	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$73,740	100%
109	22	Tumpike Water Reclamation Facility Rehab	City of Leesburg	Terry Pollard	(352) 728-9880	\$1,928,100	100%
109	21	Modifications to Ground Storage Tank	Town of Manalapan	Greg Dunham	(561) 585-9477	\$37,921	100%
109	20	Emergency Gravity Sewer Line Repair	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$74,258	100%
109	19	Digester #2 Repairs	City of Boca Raton	Norman Wellings	(561) 338-7322	\$196,488	100%
109	18	RAS Pump Extension	City of Ft. Myers	Richard Lentz	(239) 321-7575	\$22,740	100%
109	17	Tide Vue 1 Lift Station Replacement	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$133,699	100%
109	16	Colony Cove 6 Lift Station Rehabilitation	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$73,612	100%
109	15	River Club II Lift Station	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$42,934	100%
109	14	Lift Station 3A Rehabilitation	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$46,545	100%
109	13	Lake Wood Ranch Greenfield Lift Stations	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$45,900	100%
109	12	Lift Station 20 Rehab	City of Largo	Joseph Carlini	(727) 439-0021	\$87,779	100%
109	11	Boca Arbor Club Demolition	Lincoln Property Co.	Rachel Davis		\$6,876	100%
109	10	Lift Stations 16A, 18A & 24A	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$112,974	100%
109	09	Hydrotank Replacement	Town of Manalapan	Greg Dunham	(561) 585-9477	\$424,428	100%
109	08	Lift Stations N3A, N3B, N4A, N5A, N8B Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$123,866	100%
109	07	Lift Station 3-D Rehabilitation	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$92,000	100%
109	06	Braden River Lift Station 17	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$94,600	100%
109	05	Crescent Lakes Lift Stations Rehab	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$118,177	100%
109	04	Manatee Palms Lift Station	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$88,946	100%
109	03	Roberts Road Lift Station Mods	Sarasota County Government	Jerry Alder	(941) 640-8284	\$12,498	100%
109	02	Lift Station 23A Rehabilitation	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$37,383	100%
109	01	Lift Stations 21, 51 & 157	Pinellas County Utilities	William Joyce	(727) 464-3588	\$504,165	100%
108	27	Lift Station 111 Rehabilitation	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$115,838	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
108	26	South Cross Bayou WWTP Upgrades Ph I	Pinellas County Utilities	Wayne Koch, P.E.	(727) 464-3588	\$729,706	100%
108	25	Odor Control Overflow Pump Station	Town of Manalapan	Greg Dunham	(561) 585-9477	\$31,600	100%
108	24	Misc. Work Orders Annual Contract	Town of Palm Beach	Steve White	(561) 227-7027	\$95,050	100%
108	23	Wastewater Lift Stations Rehabilitation Ph II	Palm Beach County Utilities	Stephen McGrew	(561) 493-6110	\$1,273,705	100%
108	22	WWTP Odor Control Facilities	St. Lucie West Services Dist.	Dennis Pickle	(772) 340-0220	\$168,686	100%
108	21	Police Station Lift Station	WPB Police Dept.	Stephen Gorham	(561) 822-1890	\$20,869	100%
108	20	South Key Pump Station Mods	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$2,058,268	100%
108	19	Lift Station 801 Rehab	Charlotte County Utilities	Isabelle Charneau	(941) 764-4510	\$666,725	100%
108	18	Humphrey Pump Station Rehab	City of Tampa	Rick Morriss	(813) 630-3912	\$209,569	100%
108	17	Package Filters 5 & 6 Media Replacement	City of Tamarac	James T. Moore	(954) 597-3758	\$233,316	100%
108	16	WW Reclamation Fac. Clarifier Rebuild Ph II	City of Largo	Joseph Carlini	(727) 439-0021	\$1,110,058	100%
108	15	AWTF Improvements - Centrifuge Replacement	City of Sarasota	Javier Vargas	(941) 365-2200	\$1,733,302	100%
108	14	Lift Stations 01, 02 & 03	Pinellas County Utilities	William Joyce	(727) 464-3388	\$787,367	100%
108	13	Lift Stations 353, 394 & 396	Pinellas County Utilities	William Joyce	(727) 464-4222	\$347,810	100%
108	12	WORCS Annual Contract for Plant Repairs	Hillsborough County Water Dept	Gita Taef Ibrahimour	(813) 272-5977	\$1,507,456	100%
108	11	RAS Pump Addition	City of Ft. Myers	Richard Lentz	(239) 321-7575	\$41,459	100%
108	10	South Bay Master Lift Station	Palm Beach County Utilities	Michael K. Gleman	(561) 493-6144	\$321,298	100%
108	09	Distribution Pump Replacement	Village of Golf Utilities	Garry Baker II	(561) 732-4710	\$16,809	100%
108	08	Lift Station 134 Rehabilitation	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$68,700	100%
108	07	Lift Stations 93 & 207 Rehabilitation	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$38,320	100%
108	06	Lift Station 26 Modifications	City of Margate	Emilio Esteban	(954) 972-0828	\$263,794	100%
108	05	Hoover Pump Station Mods	Second Contracting Group	Thomas Secord Jr.	(813) 870-0630	\$31,694	100%
108	04	Replacement of RO Treatment Unit	Camelot Communities MHP, LL	Bruce Peebles	(941) 721-0046	\$268,600	100%
108	03	Saif Cleaning Bar Screens Installation	Pasco County, Florida	Bruce E. Kennedy	(727) 847-8145	\$494,000	100%
108	02	Lift Stations 20A & 20B Rehabilitation	City of Coral Springs	Dave Moore	(954) 345-2167	\$471,199	100%
108	01	Lift Station 10 Rehabilitation	City of North Lauderdale	Joe Saunt	(954) 724-7070	\$244,429	100%
107	22	Wastewater Lift Stations Rehabilitation	Palm Beach County Utilities	Stephen McGrew	(561) 493-6110	\$2,372,494	100%
107	21	Headworks Screening and Grit Removal Project	City of Clearwater	Robert Maue	(727) 562-4827	\$5,649,181	100%
107	20	Emergency Backwash Piping Repairs	Sailfish Point Utility Co	Richard Marx	(561) 225-1615	\$1,237	100%
107	19	Royal Highlands Pump Station	City of Leesburg	Al Purvis	(352) 728-9835	\$789,551	100%
107	18	Lift Stations #4, #18 & #52 Rehabilitation	City of St. Petersburg	Tim Hume	(727) 892-5605	\$981,912	100%
107	17	Lift Station 16 Replacement	City of Clearwater	Robert Maue	(727) 562-4827	\$1,821,786	100%
107	16	Gulf Gate Transfer Pump Station	Sarasota County Government	Jeff Weber	(941) 951-5760	\$2,267,747	100%
107	15	Amber Lakes Lift Station	Engineered Homes of Orlando	Jeff Porter	(407) 571-4347	\$23,030	100%
107	14	Lehigh Acres Lift Station Rehabilitation	Fla Government Utility Auth.	Charles Sweat	(407) 629-6900	\$352,006	100%
107	13	Biosolids Piping Modifications	City of Largo	Joseph Carlini	(727) 439-0021	\$14,823	100%
107	12	Palm Beach Co Seminole Annual Piggyback	Palm Beach County Utilities	Stephen McGrew	(561) 493-6110	\$136,978	100%
107	11	Elevated Storage Tank Modifications	Caldwell Tanks, Inc.	Rick A. Smith	(502) 964-3361	\$906,734	100%
107	10	Lift Station 79 Rehabilitation	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$81,372	100%
107	09	Annual Agreement for W & WWTP Construction 07	Martin County Utilities	Ted Robbins	(772) 221-1442	\$1,438,709	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
107	08	Artisan Lakes Master Pump Station	Taylor Woodrow Corp.	Greg Meath	(813) 227-4242	\$2,011,170	100%
107	07	Lift Stations B & C Rehabilitation	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$592,194	100%
107	06	Emergency Force Main Repair	Loxahatchee River District	Kevin Skellenger	(561) 747-5709	\$17,557	100%
107	05	Water Booster Station Improvements	City of Lake Worth	Walt Smyser	(561) 586-1671	\$617,867	100%
107	04	Emergency Water Main Repair	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$9,561	100%
107	03	Upgrades to Lift Stations 68 & 69	Indian River County Utilities	Gordon Sparks	(772) 547-8000	\$448,688	100%
107	02	Greenleaf & Filters 1 & 2 Media Replacement	City of Tamarac	James T. Moore	(954) 597-3750	\$483,574	100%
107	01	Village of Golf Lift Station Rehab	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$152,942	100%
106	26	Northeast & Marshall WWTP Odor Control System	City of Clearwater	Robert Mauc	(727) 562-4827	\$219,085	100%
106	25	Mayhew WTP Modifications	Tampa Bay Water	Amanda Rice	(813) 996-7009	\$1,998,316	100%
106	24	Master In-Line Sewer Pump Station	Indian River County Utilities	Jerry Davis	(772) 567-8000	\$2,121,586	100%
106	23	Master Lift Station Rehabilitation	Ft. Pierce Utilities Authority	James L. Carnes III	(772) 466-1600	\$326,928	100%
106	22	Golden Gate Lift Station 8 Repairs	Fla Government Utility Auth.	Charles Sweat	(407) 629-6900	\$4,450	100%
106	21	Lift Station Rehabilitation Annual Contract	City of Lake Worth	Walt Smyser	(561) 586-1671	\$233,005	100%
106	20	RO Water Treatment Plant Reliability Improves	Town of Highland Beach	Jack Lee	(561) 278-4548	\$1,817,640	100%
106	19	Lift Stations 6D & 7D Replacement	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$380,848	100%
106	18	Potable Water Pumping Stations Improvements	City of Pinellas Park	Stan Emerson, P.E.	(727) 541-0750	\$1,249,624	100%
106	17	Annual Rehabilitation of Lift Stations	Okeechobee Utility Authority	John Hayford, P.E.	(863) 763-9460	\$222,493	100%
106	16	Annual Lift Station Rehabilitation Contract	City of West Palm Beach	Ken Reardon	(561) 494-1040	\$299,227	100%
106	15	Century Village North Reclaimed Water Facil	Palm Beach County Utilities	Stephen McGrew	(561) 493-6110	\$3,687,061	100%
106	14	Riverview School Lift Station Rehab	School Dist. of Hillsborough Co	Bob Boggs	(813) 272-4270	\$48,400	100%
106	13	City of Clearwater Annual Contract	City of Clearwater	Robert Mauc	(727) 562-4827	\$2,257,204	100%
106	12	Tropical Farms Misc Installations	Astaldi Construction Corp.	Saul Irizarry	(954) 423-8766	\$374,617	100%
106	11	Rehab of Various Lift Stations	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$89,506	100%
106	10	Boca Raton Seminole Annual Lift Station Rehab	City of Boca Raton	Todd Kiernan	(561) 338-7315	\$1,273,692	100%
106	09	Clearwater Elevated Tank Booster Stations	Classic Protective Coatings In	Jeff Walley	(715) 233-6267	\$544,543	100%
106	08	WW Reclamation Facility Clarifier Rebuild	City of Largo	Leland Dicus	(727) 439-0021	\$1,063,999	100%
106	07	Yacht Club Lift Station	City of Moore Haven	Michael E. Jones	(863) 946-0909	\$121,889	100%
106	06	Detention Facility Bar Screen Installation	Manatee County Utilities	Robert Shankle	(941) 708-7450	\$139,000	100%
106	05	Filter Media Installation	City of Largo	Joseph Carlini	(727) 439-0021	\$3,800	100%
106	04	WWTP Wet Well Rehabilitation	City of Winter Haven	Jonathan Adamson	(863) 291-5766	\$36,095	100%
106	03	Monitoring Well Pump and VFD Installation	Innokalee Water & Sewer Dist.	Eva Deyo	(239) 658-3630	\$14,296	100%
106	02	Wimauna Lift Station Upgrade	School Dist. of Hillsborough Co	Bob Boggs	(813) 272-4270	\$74,000	100%
106	01	Installation of Pump at SE-2	Okeechobee Utility Authority	John Hayford, P.E.	(863) 763-9460	\$12,136	100%
105	38	Rehabilitation of Master Pump Station	Town of South Palm Beach	Rex Taylor	(561) 588-8889	\$141,142	100%
105	37	Lift Stations 6, 7, 19, 20, 21 & 41 Rehab	City of Bradenton	John W. Cumming	(941) 708-6300	\$1,899,970	100%
105	36	Aqueous Ammonia System Addition	Indiantown Company	Jim Hewitt	(772) 597-2201	\$81,799	100%
105	35	Master Pump Repair	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$14,139	100%
105	34	Solid Waste Master Lift Station	Pinellas County Utilities	William Joyce	(727) 464-3588	\$1,060,378	100%
105	33	BelAire Lift Stations	Pinellas County Utilities	William Joyce	(727) 464-3588	\$774,083	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
105 32		Martin Co Middle School AA Lift Station	B & B Underground Inc.	O'Neal Bates	(561) 682-3310	\$179,990	100%
105 31		Master Reuse System	Pasco County, Florida	Bruce E. Kennedy	(727) 847-8145	\$3,259,056	100%
105 30		Mods to 153rd Ave. Lift Station	City of Madeira Beach	Mike Maxemow	(727) 391-1611	\$122,587	100%
105 29		Crest Haven I Pump Station Renovation	Village of Palm Springs	Richard Gift	(561) 965-5770	\$256,055	100%
105 28		NW WTP Influent Yard Piping Mods	Hillsborough County Water Dept	Chuck Hammett	(813) 272-5977	\$196,543	100%
105 27		Drew & Union Booster Pump Stations	City of Clearwater	Robert Maue	(727) 562-4827	\$3,138,774	100%
105 26		Lanmar Communities Lift Station Biocube Filte	Habitat Lakes, LLC	Rafael Robles	(239) 939-5490	\$4,452	100%
105 25		WWTP Facility Repairs & Improvements	South Martin Regional Utility	Don Hobbs	(561) 546-2511	\$351,986	100%
105 24		Raw Water Well #10	Town of Lantana	Jerry Darr	(561) 540-5758	\$283,330	100%
105 23		Electrical Modifications to Various Stations	City of Coral Springs	Dave Moore	(954) 345-2167	\$130,982	100%
105 22		Pump Stations 15 & 25 Replacement	City of Clearwater	Robert Maue	(727) 562-4827	\$659,671	100%
105 21		Lift Station 12 Replacement	City of Clearwater	Robert Maue	(727) 562-4827	\$318,434	100%
105 20		RO WTP Antiscalant System	City of Dunedin	Tom Burke	(727) 298-3186	\$918,934	100%
105 19		Odor Control System for LS 52	Charlotte County Utilities	Ron Aubel	(941) 743-1378	\$95,340	100%
105 18		Mintz School Lift Station Rehab	School Dist. of Hillsborough Co	Bob Boggs	(813) 272-4270	\$51,825	100%
105 17		Booster Pump Station Refurbishment	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$326,018	100%
105 16		Master Pump Station Base Elbow Repair	Okeechobee Utility Authority	John Hayford, P.E.	(863) 763-9460	\$4,070	100%
105 15		Installation of Well #5	Crews Construction Inc.	Gene A. Rauth	(352) 394-0867	\$20,536	100%
105 14		Rehabilitation of Well #9	Twon of Jupiter Island	Gene A. Rauth	(772) 546-6259	\$41,732	100%
105 13		Lift Station 39 Rehab & Misc Repairs	City of Largo	Joseph Carlini	(727) 439-0021	\$29,466	100%
105 12		SSNOCWTA Annual Contract for LSS	SSNOCWTA	Stephen F. Miller	(407) 628-3419	\$514,277	100%
105 11		Sludge Pond Cleaning	Miami Valley Concrete, Inc.	John Miller	(800) 344-4789	\$3,605	100%
105 10		Reverse Osmosis Pilot Project	City of Lake Worth	Walt Smyser	(561) 586-1671	\$209,722	100%
105 09		Charlotte County Reuse Ponds	Charlotte County Utilities	Ron Aubel	(941) 743-1378	\$12,050	100%
105 08		Clarifier Repairs	Blue Cypress Golf & RV Resort	Robert Brown	(863) 467-8404	\$6,880	100%
105 07		Septage Receiving Station	Charlotte County Utilities	Ron Aubel	(941) 743-1378	\$223,156	100%
105 06		Western In-Line Booster Pump Station	City of West Palm Beach	Ken Reardon	(561) 494-1040	\$473,785	100%
105 05		Seminole County MC Annual Piggyback	Seminole County Utilities	Tom Owens	(407) 314-6885	\$250,931	100%
105 04		Sewage System Repairs	Severn-Trent	Brant Thurman	(239) 455-3439	\$2,647	100%
105 03		Pressure Testing of 30" RCP Main	City of Lake Worth	Walt Smyser	(561) 586-1671	\$6,785	100%
105 02		Rehabilitation of Lift Stations D6 & D11	City of Oakland Park	Chris Doherty	(954) 561-6280	\$384,444	100%
105 01		Emergency Gravity Repair II	City of Punta Gorda	Lenny Deel	(941) 575-5050	\$10,547	100%
104 32		Lift Station 55 Refurbishment	City of Clearwater	Robert Maue	(727) 562-4827	\$560,072	100%
104 31		Lift Station #10 Refurbishment	City of Dunedin	Tom Burke	(727) 298-3186	\$565,355	100%
104 30		New GST with Baffle Curtain	Department of Corrections	Joseph Jerreb	(954) 202-3933	\$455,927	100%
104 29		WTP Ammonia Tank Relocation	City of Lake Worth	Walt Smyser	(561) 586-1671	\$183,509	100%
104 28		WWTP Headworks Restoration	City of Dunedin	Tom Burke	(727) 298-3186	\$215,913	100%
104 27		Zenon Equipment Installation	Zenon Equipment Corp.	Tim Huang	(905) 465-3030	\$20,595	100%
104 26		Manalipan Water Meter Installation	Electron of South Florida, Inc	Al Laessig	(561) 744-1388	\$12,392	100%
104 25		Northeast APCF Filter Rehab & Marshall Blower	City of Clearwater	Robert Maue	(727) 562-4827	\$3,099,424	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
104	24	WWTP Collection Manhole Replacement	Immokalee Water & Sewer Dist	Eva Deyo	(239) 658-3630	\$60,941	100%
104	23	Valrico Odor Control Duct Work Rebuild	Hillsborough County Water Dept	Charles E. Hammett	(813) 272-5977	\$85,655	100%
104	22	WTP Trough Replacement & Silo Mods	City of West Palm Beach	Ken Reardon	(561) 659-8090	\$657,177	100%
104	21	WWTP #5 Aeration System Rehabilitation	Fla Government Utility Auth.	Charles Sweat	(407) 629-6900	\$181,018	100%
104	20	Grit Removal and Dewatering System	City of Largo	Joseph Carlini	(727) 439-0021	\$1,635,727	100%
104	19	WTP Disinfection System Improvements	Immokalee Water & Sewer Dist	Eva Deyo	(239) 658-3630	\$598,669	100%
104	18	Wastewater System Improvements Ph. 1A	City of Dummellon	Janice Bennett	(727) 298-3186	\$653,748	100%
104	17	Wet Well Rehabilitation	City of Winter Haven	Jonathan Adamson	(863) 291-5766	\$159,348	100%
104	16	WWTP Filter Replacement	Blue Cypress Golf & RV Resort	Robert Brown	(863) 467-8404	\$89,921	100%
104	15	WTP High Serv & Booster Pump Stations	City of North Port	John Evano	(941) 240-8000	\$782,917	100%
104	14	Hurricane Emergency Repairs	City of Clearwater	Robert Maue	(727) 562-4827	\$19,702	100%
104	13	Rounda Hypochlorite System	Charlotte County Utilities	Ron Aubel	(941) 743-1378	\$239,419	100%
104	12	Filters 5 & 6 Replacement	Village of Tequesta	Roy Fallon	(561) 575-6234	\$22,858	100%
104	11	Annual Agreement for W & WWTP Construction 04	Martin County Utilities	Ted Robbins	(772) 221-1442	\$6,142,884	100%
104	10	Golden Gate Lift Stations	Fla Government Utility Auth.	Charles Sweat	(407) 629-6900	\$214,950	100%
104	09	Emergency Gravity Repair	City of Punta Gorda	Lenny Deel	(941) 575-5050	\$7,025	100%
104	08	Palm Springs/Seminole Piggyback LS Annual	Village of Palm Springs	Richard Gift	(561) 965-5770	\$818,765	100%
104	07	Lift Station 1A Rehabilitation	City of Riviera Beach	Utilities Director	(561) 845-4185	\$920,645	100%
104	06	Generator Cooling Towers Water Supply	Windemuller Technical Services	Mark Gatz	(941) 355-8822	\$33,109	100%
104	05	Lift Station 41-A Rehabilitation	Manatee County Utilities	Jerry Hames	(941) 708-7450	\$175,029	100%
104	04	City of Palmetto Lime Silo Demolition	Veolia Water North America	Don Patterson	(281) 449-1500	\$24,948	100%
104	03	Lift Stations 9 & 10 Improvements	City of Clearwater	Robert Maue	(727) 562-4827	\$513,390	100%
104	02	Lift Stations 37 & 43 Improvements	City of Clearwater	Robert Maue	(727) 562-4827	\$619,463	100%
104	01	Seminole County Annual Lift Station Contract	Seminole County Utilities	Tom Owens	(407) 314-6885	\$1,280,643	100%
103	28	Chemical Feed System Containment	Manatee County Utilities	Jerry Hames	(941) 708-7450	\$91,270	100%
103	27	Lift Stations 1 & 6	City of Clearwater	Robert Maue	(727) 562-4827	\$425,433	100%
103	26	Chloramine Conversion Project	City of Port Richey	Moe Kader, P.E.	(727) 848-8292	\$68,700	100%
103	25	Gulf & Capri WST Modifications	Pinellas County Utilities	Wayne Koch, P.E.	(727) 464-3588	\$642,956	100%
103	24	Poinciana Reclaimed Water Meter & Valves	Fla Government Utility Auth.	Charles Sweat	(407) 629-6900	\$135,796	100%
103	23	Lamberson Holdings Office Expansion	Lamberson Holdings, Inc.	Thurston Lamberson	(941) 722-0621	\$125,000	100%
103	22	Valrico Headworks Odor Control Duct Work	Hillsborough County Water Dept	Charles E. Hammett	(813) 272-5977	\$183,349	100%
103	21	Lift Station "A"	Town of Longboat Key	Juan J. Florensa	(941) 316-1988	\$220,635	100%
103	20	Valrico Odor Control Duct Work	Hillsborough County Water Dept	Charles E. Hammett	(813) 272-5977	\$126,220	100%
103	19	Carlton WTP Corrosion Inhibitor System	Sarasota County Government	Jeff Weber	(941) 951-5760	\$43,986	100%
103	18	Cherrystone Pump Station	Hillsborough County Water Dept	Jim Miller, P.E.	(813) 272-5977	\$232,651	100%
103	17	Acreege Area High School Lift Station	Eden's Construction Co., Inc.	Dennis Miller	(561) 996-5822	\$231,542	100%
103	16	Master Pump Station	Okeechobee Utility Authority	John Hayford, P.E.	(863) 763-9460	\$330,943	100%
103	15	Lift Station #17 Replacement	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$272,557	100%
103	14	Golf & Sea Pump Station Replacement	Hillsborough County Water Dept	Charles E. Hammett	(813) 272-5977	\$230,817	100%
103	13	Rehabilitation of Lift Station D-3	City of Oakland Park	Chris Doherty	(954) 561-6280	\$179,364	100%



# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
103	12	Town of Palmetto Clarifier Rehabilitation	US Filter	Steve Solters	(813) 620-0900	\$65,242	100%
103	11	Chlorine System Conversion @ the GG WTP	Fla Government Utility Auth.	Charles Sweat	(407) 629-6900	\$100,495	100%
103	10	Minor Revision to the Golden Gate WWTP	Fla Government Utility Auth.	Charles Sweat	(407) 629-6900	\$62,027	100%
103	09	Rehabilitation of Lift Stations 19, 57 & 80	City of Delray Beach	Richard Hasco	(651) 243-7336	\$412,766	100%
103	08	Poinciana Pump Station #65 upgrades	Fla Government Utility Auth.	Charles Sweat	(407) 629-6900	\$296,923	100%
103	07	Lift Station 19 Modifications	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$36,704	100%
103	06	Villa Lago Pump Station Upgrades	Palm Beach County Utilities	Diana Rivera	(561) 434-5327	\$94,585	100%
103	05	Irrigation Pump Station	Sailfish Point Utility Co	Richard Marx	(561) 225-1615	\$349,432	100%
103	04	Lift Station SB Piping Replacement	City of Temple Terrace	Joseph J. Motta, P.E.	(813) 989-7900	\$17,450	100%
103	03	Lift Station #114 Piping Rehabilitation	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$5,767	100%
103	02	Lift Station #43 Rehabilitation	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$80,444	100%
103	01	Lift Station #137 Motor Hatches	City of Sunrise	Dean Dickey	(954) 888-6000	\$246,412	100%
102	24	Bulk Storage Chemical Lines	City of Dunedin	Tom Burke	(727) 298-3186	\$63,770	100%
102	23	Lift Station Rehab Project	Town of Pembroke Park	Todd Larson	(954) 986-4600	\$305,982	100%
102	22	Sugarmill Pump Station	Hillsborough County Water Dept	Bob Tisdale	(813) 272-5977	\$412,319	100%
102	21	Mar-Mak Colony Club Lift Station	Mar-Mak Colony Club	David Zell	(954) 983-5925	\$82,159	100%
102	20	Lift Station #22	City of Clearwater	Robert Maue	(727) 562-4827	\$404,878	100%
102	19	High Service Pump Addition	City of Punta Gorda	Kathleen A. Shevnoc	(941) 575-3349	\$61,316	100%
102	18	Tara #20 Lift Station	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$139,988	100%
102	17	Southwest Master Pump Station	Pasco County, Florida	Bruce E. Kennedy	(727) 847-8040	\$730,770	100%
102	16	WWTP Hypochlorite Conversion Project	Pasco County, Florida	Bruce E. Kennedy	(727) 847-8040	\$826,078	100%
102	15	Lift Station #23 Improvements	City of Bradenton	John W. Cumming	(941) 708-6300	\$225,473	100%
102	14	Gravity Sewer System Improvements	Natalie Estates RO Association	John Manning	(772) 283-2535	\$39,819	100%
102	13	Rehabilitation of 3 Lift Stations	Village of Palm Springs	Richard Gift	(561) 965-5770	\$325,856	100%
102	12	Replacement Potable Well #12 & RWM Improves	City of Lake Worth	Walt Smyser	(561) 586-1671	\$195,305	100%
102	11	Chlorine Conversion & Disinfection Sys Expan	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$107,130	100%
102	10	Dual Media Gravity Filters 3 - 6	City of Tamarac	James T. Moore	(954) 597-3750	\$406,586	100%
102	09	Odor Scrubber System Modifications	Indian River County Utilities	Steve Doyle	(561) 567-8000	\$232,585	100%
102	08	Aaron Street Lift Station	Charlotte County Utilities	Ron Aubel	(941) 743-1378	\$143,866	100%
102	07	Adamo Acres Lift Station	City of Tampa	Eric A. Weiss, P.E.	(813) 274-8039	\$198,000	100%
102	06	Northwest Water Booster Pump Station	City of Lakeland Water Util	Gina Graham	(863) 834-8316	\$125,624	100%
102	05	Lift Station #4 Valve & Pump Base Replacement	Indiantown Company	Jim Hewitt	(561) 597-2201	\$6,907	100%
102	04	Mulberry Road Crossing & Pump Modifications	US Filter Operating Services	Dan Patterson	(941) 723-6106	\$34,263	100%
102	03	Chloramine Conversion Project	Pasco County, Florida	Bruce E. Kennedy	(727) 847-8145	\$340,719	100%
102	02	Pump Stations 23, 54, 63, 66 & IRB	Pinellas County Utilities	Wayne Koch, P.E.	(727) 464-3588	\$777,139	100%
102	01	Wastewater Pump Station #10	City of Pinellas Park	William E. LeVan	(727) 541-0700	\$535,209	100%
101	13	Water Storage Tank at Telecom Park	City of Temple Terrace	Joseph J. Motta, P.E.	(813) 989-7900	\$782,053	100%
101	12	Abaco Reuse Pump Station Piping Modifications	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$14,630	100%
101	11	Storage Reservoir #2 & Booster Pump Station	Village of Wellington	Oliver Mitchell	(561) 791-4030	\$1,633,715	100%
101	10	Pump Station #4 Renovation	City of Mulberry	David Bloome	(863) 425-5492	\$67,195	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
101	09	Westfield/Coronado Lift Stations Rehab	Fia Government Utility Auth.	Charles Sweat	(407) 629-6900	\$124,051	100%
101	08	Flamingo Drive Lift Station Rehabilitation	Manatee County Utilities	James P. Lamancusa	(941) 708-7450	\$53,599	100%
101	07	Sarasota/Manatee Interconnect Metering	Sarasota County Government	Jeff Weber	(941) 951-5760	\$404,156	100%
101	06	Pump Station 300 Replacement/Relocation	Pinellas County Utilities	Wayne Koch, P.E.	(727) 464-3588	\$323,383	100%
101	05	Modifications to Lift Station #3	City of South Pasadena	Gary Anderson	(727) 347-4171	\$129,952	100%
101	04	Davis Islands Pump Station Rehabilitation	City of Tampa	Eric A. Weiss, P.E.	(813) 274-8039	\$99,565	100%
101	03	WTP Immediate Improvements	City of South Bay	Rigo Muniz	(941) 983-8121	\$30,946	100%
101	02	Polo Drive Stormwater Pump Station	Town of Gulf Stream	Bill Thrasher	(561) 226-5116	\$417,166	100%
101	01	Annual Agreement for W & WWTP Construction 01	Martin County Utilities	Ted Robbins	(772) 221-1442	\$3,875,880	100%
100	17	Meadowood WWTP Modifications Phase II	Sarasota County Government	Jeff Weber	(941) 951-5760	\$156,800	100%
100	16	Lift Station #10 Improvements	City of Belle Glade	Tommy Cone	(561) 992-1636	\$93,399	100%
100	15	Local Pump Station Rehabilitation Project	City of Lake Worth	Walt Smyser	(561) 586-1671	\$1,154,939	100%
100	14	Lift Stations B-1 & C-2	City of Oakland Park	Chris Doherty	(954) 561-6280	\$639,358	100%
100	13	Belcher Road Water Storage & Booster Pump Sta	City of Dunedin	Tom Burke	(727) 298-3186	\$1,421,600	100%
100	12	Rehab of Triplex Lift Stations	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$253,460	100%
100	11	Lift Station #12 Improvements	City of Belle Glade	Tommy Cone	(561) 992-1636	\$89,450	100%
100	10	Lift Station #1 Improvements	City of Belle Glade	Tommy Cone	(561) 992-1636	\$117,788	100%
100	09	Tideway Master Lift Station	Manatee County Utilities	Timothy Hochuli	(941) 792-8811	\$457,646	100%
100	08	Indiantown WWTP Lime Stabilization Facility	Indiantown Company	Jim Hewitt	(561) 597-2201	\$339,950	100%
100	07	Well 13 Wellhead Replacement	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$93,600	100%
100	06	Sludge Pond Cleaning	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$4,950	100%
100	05	High Service Pump #3 Addition	Town of Jupiter	Gary Trudeau	(561) 746-8343	\$204,240	100%
100	04	Wet Well Installation	AKA Services	Mike Heitzler	(561) 791-7561	\$25,125	100%
100	03	Rehabilitation of Lift Station #4	Village of Wellington	Oliver Mitchell	(561) 791-4735	\$32,358	100%
100	02	Lift Station Rehabilitation Program Ph II	Town of Briny Breezes	Don Faron	(561) 276-7405	\$153,145	100%
100	01	Village of Golf Emergencies - 2000	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$10,284	100%
99	24	Ave. U Master Lift Station Improvements	City of Riviera Beach	Utilities Director	(561) 845-4185	\$398,929	100%
99	23	Rehabilitation of Lift Station #1	Village of Royal Palm Beach	Paul Webster	(561) 790-5165	\$42,000	100%
99	22	WTP Improvements, Transfer Pumps	City of Belle Glade	Tommy Cone	(561) 992-1648	\$208,104	100%
99	21	Filter Media Replacement	Hungerford & Terry, Inc.	Anthony Kormann	(856) 881-3200	\$13,500	100%
99	20	Pump Station #9 Conversion	City of South Bay	Rigo Muniz	(561) 996-0520	\$97,900	100%
99	19	Filter Rehabilitation Project	City of Margate	Rick Van Acker	(954) 972-0828	\$71,735	100%
99	18	Riverview Pump Station Improvements	Hillsborough County Water Dept.	Charles E. Hammett	(813) 272-5977	\$503,664	100%
99	17	Water Treatment Plant Improvements	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$740,050	100%
99	16	Lake Howard Alum Storm Water Treatment Prgt	City of Winter Haven	Jonathan Adamson	(863) 291-5766	\$281,538	100%
99	15	Well #21 Equipment & Raw Water Main	Village of Wellington	Oliver Mitchell	(561) 791-4010	\$133,514	100%
99	14	Backwash Line Replacement	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$32,701	100%
99	13	Flow Meter Installation	South Martin Regional Utility	Don Hobbs	(561) 546-2511	\$3,600	100%
99	12	Rehabilitation of Four Clarifiers at WWTP	Ft. Pierce Utilities Authority	Bill Thiess	(561) 466-1600	\$801,496	100%
99	11	Improvements to Lift Station 11	City of Belle Glade	Tommy Cone	(561) 992-1636	\$81,353	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
99	10	PBC Youth Detention Center Communitator	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$7,600	100%
99	09	HSP & Restroom Addition @ WTP	Electron of South Florida, Inc	Al Laessig	(561) 744-1388	\$115,269	100%
99	08	Lift Station Rehabilitation Program	Town of Briny Breezes	Rita Taylor	(561) 276-7405	\$175,098	100%
99	07	Replacement of Southwest Pumping Station	City of Lakeland WW Op	Tom Mattiacci	(863) 834-6173	\$1,694,281	100%
99	06	Annual Agreement for W & WWTP Construction 99	Martin County Utilities	Ted Robbins	(772) 221-1442	\$2,357,503	100%
99	05	Filter Media Replacement	Hungerford & Terry, Inc.	Anthony Kormann	(856) 881-3200	\$32,855	100%
99	04	Baywinds Lift Station	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$22,744	100%
99	03	Manatee County Correctional Communitator	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$7,600	100%
99	02	Bee Ridge Septage Receiving Station Relocate	Sarasota County Government	Jeff Weber	(941) 951-5760	\$61,788	100%
99	01	Village of Golf Emergencies - 99	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$15,282	100%
98	14	Eastpointe Metering Facility	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$141,800	100%
98	13	Terra Ceia Bay Estates	Thurston & Joanne Lamberson	Thurston Lamberson	(941) 756-7686	\$375,683	100%
98	12	Richard Road HSP Replacement	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$153,690	100%
98	11	Meadowood WWTP Modifications	Sarasota County Government	Jeff Weber	(941) 951-5760	\$207,422	100%
98	10	Eastern Wellfield Improvements	Village of Palm Springs	Richard Gift	(561) 965-5770	\$396,781	100%
98	09	North Beach RO Plant Conversion	Indian River County Utilities	Steve Doyle	(561) 567-8000	\$1,422,047	100%
98	08	Sludge Pond Cleaning	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$4,950	100%
98	07	Water Supply Well #1	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$43,000	100%
98	06	Wastewater Treatment Plant Clarifier	City of Stuart	Kevin Meyers	(561) 288-1292	\$191,000	100%
98	05	Lift Station Improvements	Jupiter Beach Resort	Jay Fleming	(561) 746-2511	\$30,000	100%
98	04	Jupiter Wells	Town of Jupiter	Gary Trudeau	(561) 746-8343	\$474,436	100%
98	03	Installation of Backup Filter	City of Pahokee	Ken Schenck	(561) 924-5534	\$580,264	100%
98	02	Filter Media Replacement - Ph II	Village of Tequesta	Roy Fallon	(561) 575-6234	\$27,924	100%
98	01	Village of Golf Emergencies - 98	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$39,972	100%
97	12	Annual Lift Station Rehab Contract	Sarasota County Government	Jeff Weber	(941) 951-5760	\$2,303,002	100%
97	11	Lift Station #1	City of Punta Gorda	Lenny Deel	(941) 575-5050	\$102,456	100%
97	10	Lift Station Rehab & Sewer System Upgrades	City of Bradenton	Utilities Director	(941) 708-6300	\$1,675,481	100%
97	09	Water System Improvements Prgrn	City of Moore Haven	Carmen Whitney	(863) 946-0909	\$2,447,797	100%
97	08	Filter Media Additions	Village of Tequesta	Roy Fallon	(561) 575-6234	\$7,981	100%
97	07	Wet Well Installation	Coastal Utilities	David Mobley	(954) 680-2580	\$14,316	100%
97	06	WTP Valve Replacement	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$17,778	100%
97	05	Wells 8, 9 & 6	Town of Lantana	Jerry Darr	(561) 540-5758	\$288,221	100%
97	04	Sludge Pond Cleaning	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$8,008	100%
97	03	Filters 3 & 4 Replacement	Village of Tequesta	Roy Fallon	(561) 575-6234	\$12,056	100%
97	02	Village of Golf Emergencies 1997	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$19,097	100%
97	01	Relocation of Firemain & Nozzles	U.S. Sugar Corp.	Steve Dobbs	(941) 983-8121	\$118,055	100%
96	15	Storm Drain Installation	Tropicana Products Inc.	Leon Holton	(407) 465-2030	\$1,300	100%
96	14	Chemical Containment Piping	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$25,937	100%
96	13	Hobe Sound WTP Improvements	South Martin Regional Utility	Don Hobbs	(561) 546-2511	\$1,328,750	100%
96	12	Master Lift Station Project	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$987,495	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
96	11	Sewer Connect @ Fire Station #4	City of Pompano Beach	James B. Harrison	(954) 786-4061	\$37,377	100%
96	10	Lift Station	Coastal Utilities	David Mobley	(954) 680-2580	\$15,316	100%
96	09	Riverwalk Lift Station #3	Teamland Development	Mickey Belden	(954) 418-0738	\$71,514	100%
96	08	WWTP Alterations & Repairs	In The Pines	D. R. Weyant	(561) 335-0772	\$65,053	100%
96	07	Digester Decant Piping	Village of Wellington	Oliver Mitchell	(561) 791-4737	\$19,730	100%
96	06	WTP Modifications	Coral Springs Improvement	Michael R. Adair	(954) 753-0380	\$550,450	100%
96	05	Lift Station # 4	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$124,388	100%
96	04	Indian River Lift Station #1	Indian River County Utilities	Steve Doyle	(561) 567-8000	\$73,211	100%
96	03	Windrop Drainage Improvements	Windrop House Condominiums	Bernard Neels		\$7,723	100%
96	02	Lift Station 68 Modifications	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$26,462	100%
96	01	Golf Emergencies - '96	Village of Golf Utilities	Jim Lance	(561) 732-0236	\$41,621	100%
95	28	Water Treatment Plant Improves	City of Stuart WTP	Ron Lupo	(561) 732-0236	\$355,734	100%
95	28	Deep Well Injection Mechanical	City of Stuart	Ken Adams	(561) 288-5343	\$155,627	100%
95	28	Water/Wastewater Improvements	City of Stuart	Kevin Meyers	(561) 586-8830	\$602,850	100%
95	27	Highland WTP Constructability Survey	City of Stuart	Kevin Meyers	(561) 288-1292	\$5,016	100%
95	26	WTP Repairs & Improvements	CH2M HILL Inc.	Robert Hungate	(407) 423-0030	\$5,495	100%
95	25	Lift Stations 997, 1053, & 1054	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$242,391	100%
95	24	Lift Stations 103, 104, & 106	Palm Beach County Utilities	Diana Rivera	(561) 641-3433	\$214,237	100%
95	23	Lime Sludge Pond Cleaning	Palm Beach County Utilities	Diana Rivera	(561) 641-3433	\$8,580	100%
95	22	Diesel Engine Replacement	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$91,899	100%
95	21	Wastewater Lift Station Rehabilitation	City of Pompano Beach	James B. Harrison	(954) 786-4061	\$45,986	100%
95	20	Cancelled Project	Village of Wellington	Oliver Mitchell	(561) 791-4010	\$0	100%
95	19	Jacking & Receiving Pits Sheeting	Cancelled Project			\$76,825	100%
95	18	Restoration of 7 Water Supply Wells	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$525,730	100%
95	17	Well 26/27 Well Equipment & Piping	City of Riviera Beach	Utilities Director	(561) 845-4185	\$241,439	100%
95	16	Repair Lift Stations 14, 15 & 16	Village of Tequesta	Roy Fallon	(561) 575-6234	\$56,806	100%
95	15	Lift Stations 4, 8, 11, 38 & 48	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$388,457	100%
95	14	Lift Station #6	City of Riviera Beach	Utilities Director	(561) 845-4185	\$208,736	100%
95	13	WTP Pumping Modifications	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$270,861	100%
95	12	Lime Room Piping Modifications	Town of Lantana	Jerry Darr	(561) 540-5758	\$2,935	100%
95	11	WTP Electric & Instrumentation	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$459,251	100%
95	10	Lift Station # 1 Rehabilitation	City of Vero Beach	Utilities Director	(561) 561-1212	\$82,274	100%
95	09	Replacement of Lift Station #7	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$35,743	100%
95	08	WWTP Emergency Repairs	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$3,977	100%
95	07	Old Port Cove Storm Drain Ph. II	City of Stuart	Kevin Meyers	(561) 586-8830	\$11,429	100%
95	06	Lime Room Floor Replacement	Old Port Cove Condo Assoc	"Mac" McGalliard	(561) 626-0510	\$10,104	100%
95	05	Lake Charles Lift Station	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$13,777	100%
95	04	Ibis Repump Station Modifications	Mel Bush Construction	Mel Bush	(561) 340-3500	\$93,671	100%
95	03	Everglades Youth Camp Lift Station	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$38,987	100%
95	02	Village of Golf Emergencies - 95	Fl. Game & Fish Commission	Roy King	(561) 798-8822	\$13,797	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
95	01	FPL Wier Modifications	W. W. Gay Mechanical	Ron Roberts	(954) 388-2696	\$170,800	100%
94	24	Royal Antigua Lift Station	RAB Marketing/Pineapple B	Ken Reardon	(561) 659-8088	\$7,531	100%
94	23	Spruce Ave. Drainage Improvements	City of West Palm Beach	Steve Reed	(561) 468-4653	\$174,667	100%
94	22	"The Reserve" Lift Station Wet Well	Erskin Properties, Inc.	Dean Dickey	(954) 888-6000	\$11,736	100%
94	21	Design/Build Sheet Piling	City of Sunrise	John Katelnik	(954) 435-6721	\$98,346	100%
94	20	Raw Water Wells #10 & #11	City of Pembroke Pines	Ken Reardon	(561) 659-8088	\$440,145	100%
94	19	Ibis Master & LS #84 Rehabilitation	City of West Palm Beach	Tommy Cone	(561) 992-1636	\$53,852	100%
94	18	Belle Glade WWTP Expansion	City of Belle Glade	Bill Scott	(561) 832-2831	\$759,882	100%
94	17	WTP #5 Demolition	Gilmore Electric			\$5,460	100%
94	16	FAU Lift Station Wet Well	Mycon Corp.			\$14,980	100%
94	15	South Bay Growers Lift Station	City of South Bay	Rigo Mumiz	(863) 983-1454	\$31,972	100%
94	14	Cypress 4A-1 Weir Modifications	So. Fl. Water Management	Nick Cretis	(561) 686-8800	\$36,786	100%
94	13	High Service Pump Replacement #5	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$87,934	100%
94	12	Southern Gardens Citrus WWTP Removal	Southern Gardens Citrus	Lawrence D. Worth	(813) 983-8121	\$648,338	100%
94	11	Homestead Lift Stations & Force Main	City of Homestead	Ken Peck	(305) 247-1801	\$296,647	100%
94	10	Pump Stations 963 & 964 Modifications	Palm Beach County Utilities	Jorge Jaramillo	(561) 641-3429	\$155,392	100%
94	09	Martin County Emergency Repairs	Palm Beach County Utilities	Ted Robbins	(772) 221-1442	\$12,057	100%
94	08	Village of Golf Emergencies - 94	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$20,157	100%
94	07	WTP Handrail & Grating Replacement	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$388,605	100%
94	06	Tequesta Storage Tank Repairs	Village of Tequesta	Roy Fallon	(561) 575-6234	\$2,000	100%
94	05	Wellington Edge Lift Station	Eden's Construction Co., Inc.	Dennis Miller	(561) 996-6882	\$5,150	100%
94	04	Rehab of Lift Stations 16 & 17	City of Tamarac	James T. Moore	(954) 597-3750	\$165,251	100%
94	03	Rehab of Lift Stations 4, 7, & 11	City of Pompano Beach	James B. Harrison	(954) 786-4061	\$189,376	100%
94	02	Rehab of Lift Stations 3 & 6	City of Pompano Beach	James B. Harrison	(954) 786-4061	\$117,321	100%
94	01	Vista Salerno THM Removal Project	Martin County Utilities	Ted Robbins	(772) 221-1442	\$69,613	100%
93	16	WPB Aerial Canal Crossing	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$18,314	100%
93	15	Peele-Dixie WTP Raw Water Aeration	City of Ft. Lauderdale	Tim Welch	(954) 771-0880	\$318,084	100%
93	14	Tequesta Well Addition	Village of Tequesta	Roy Fallon	(561) 575-6234	\$92,425	100%
93	13	Chlorine Building Addition	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$34,237	100%
93	12	Emergency Repairs	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$7,716	100%
93	11	Riviera Beach WTP Improvements	City of Riviera Beach	Utilities Director	(561) 845-4185	\$274,093	100%
93	10	Seacoast Lift Stations 1 & 2	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$68,499	100%
93	09	Seacoast Lift Station 24	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$94,850	100%
93	08	Vero Beach Pull Boxes	Cannon Construction Company	Richard Grammer	(601) 833-0077	\$17,042	100%
93	07	Quantum Park Bank Restoration	Quantum-Simon, Inc.	Joseph C. Stallsmith	(317) 263-7958	\$6,600	100%
93	06	Old Port Cove Storm Drain	Old Port Cove Condo Assoc	"Mac" McCalliard	(561) 626-0510	\$10,828	100%
93	05	Tequesta Hydro Tank	Village of Tequesta	Roy Fallon	(561) 575-6234	\$75,449	100%
93	04	42" Valve Addition	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$355,117	100%
93	03	Village of Golf Emergencies - 93	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$5,566	100%
93	02	Golf Lift Stations Q2 & Q5	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$80,955	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
93	01	Water Main Painting/Maint.	Village of Tequesta	Roy Fallon	(561) 575-6234	\$147,806	100%
92	12	Residential Phase II	Homestead Residences			\$369,587	100%
92	11	Residential Phase I	Homestead Residences			\$454,822	100%
92	10	Lantana Lift Stations	Town of Lantana	Jerry Darr	(561) 540-5758	\$247,991	100%
92	09	L.S.'s 3, 10, & 12	City of Riviera Beach	Utilities Director	(561) 845-4185	\$546,989	100%
92	08	Okcelanta Sugar Drain Line	CH2M HILL Inc.	Len Drago	(561) 737-6665	\$11,875	100%
92	07	Pump Station S-331	So. Fl. Water Management	Nick Cretis	(561) 686-3300	\$40,077	100%
92	06	Village of Golf LS's	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$70,635	100%
92	05	Martin Downs WTP Exp.	Martin County Utilities	Ted Robbins	(772) 221-1442	\$414,552	100%
92	04	Jupiter Hills Valves #2	Jupiter Hills Club	David Troiano	(561) 746-5151	\$4,653	100%
92	03	Seacoast Lift Stations	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$1,225,908	100%
92	02	Village of Golf Emergencies - 92	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$16,417	100%
92	01	Stuart Yacht Club	Martin County Utilities	Ted Robbins	(772) 221-1442	\$30,646	100%
91	20	North County Water System Improvements	Indian River County Utilities	Steve Doyle	(561) 567-8000	\$184,949	100%
91	19	Lime Sludge Removal	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$9,155	100%
91	18	By-pass Installation	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$21,178	100%
91	17	Stuart WTP Modifications	City of Stuart WTP	Ken Adams	(561) 737-6665	\$705,065	100%
91	16	Grants Pump Station	City of Stuart	Kevin Meyers	(561) 288-1292	\$285,944	100%
91	15	WWTP Base Slab	South Martin Regional Utility	Don Hobbs	(561) 546-2511	\$86,180	100%
91	14	Martin County Lift Station	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$41,927	100%
91	13	Jupiter Valves	Jupiter Hills Club	David Troiano	(561) 746-5151	\$6,419	100%
91	12	Boca Pump Station Modifications	City of Boca Raton	Jim Pierce	(561) 393-7871	\$709,352	100%
91	11	Pump Station S-6 Stor. Bldg	So. Fl. Water Management	Nick Cretis	(561) 683-3301	\$155,081	100%
91	10	Vill of Golf Manhole & Road Repairs	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$17,820	100%
91	09	Village of Golf Filter Renovations	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$5,200	100%
91	08	Brevard Co. Leachate System	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$145,238	100%
91	07	Village of Golf Accelerator Renov.	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$79,428	100%
91	06	Checkers Restaurant Lift Station	Checkers Drive-in Restaurant	Elaine Selover	(813) 441-3500	\$2,049	100%
91	05	Eckerd Youth Camp/Pump Station	Fl. Dept. Of Rehab. Services	Bill Palmer	(850) 245-3399	\$112,734	100%
91	04	Encon L.S.'s #54	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$19,830	100%
91	03	Propane Tank	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$863	100%
91	02	Martin Downs WWTP Exp. Phase II	Martin County Utilities	Ted Robbins	(772) 221-1442	\$619,528	100%
91	01	0.3 MG El. Water Tk & Booster Pump	City of Deerfield Beach	Anthony Vida	(305) 480-4370	\$120,131	100%
90	18	Royal Palm Lift Station Completion	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$14,499	100%
90	17	Encon L.S.'s #63 & #133	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$44,966	100%
90	16	Sailfish point WWTP	Sailfish Point Utility Co	Richard Marx	(561) 225-1615	\$269,619	100%
90	15	Lantana Cascades Lift Station	Town of Lake Clarke Shores	Danny LeBron	(561) 967-8242	\$67,946	100%
90	14	Lift Station 30I	Broward County Utilities	Pat McGregor	(954) 978-1139	\$39,713	100%
90	13	Lift Stations 21B & C	Broward County Utilities	Pat McGregor	(954) 978-1139	\$110,620	100%
90	12	Fox Hill Vector Project	Fox Hill Development			\$340	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
90	11	Sanderson Vactor Project	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$300	100%
90	10	Village of Golf Lift Stations	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$199,439	100%
90	09	Sailfish Point Vactor	Sailfish Point Utility Co	Richard Marx	(561) 225-1615	\$975	100%
90	08	Royal Palm Beach Vactor	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$350	100%
90	07	School GGG Lift Station	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$119,081	100%
90	06	Riviera Beach Lift Stations	City of Riviera Beach	Utilities Director	(561) 845-4185	\$232,793	100%
90	05	Martin County Bar Screen	Martin County Utilities	Ted Robbins	(772) 221-1442	\$1,400	100%
90	04	Melbourne Lift Stations Rehab	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$233,792	100%
90	03	Lantana Master Pump Station & Plant	Town of Lantana	Jerry Darr	(561) 540-5758	\$162,798	100%
90	02	Okeechobee WWTP Expansion	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$385,200	100%
90	01	Lift Station #55	City of West Palm Beach	Ken Reardon	(651) 659-8088	\$67,757	100%
89	14	Village of Golf WTP Mods	Village of Golf Utilities	Ron Lupo	(561) 732-0236	\$275,840	100%
89	13	Broward Lift Stations	Broward County Utilities	Pat McGregor	(954) 978-1142	\$120,615	100%
89	12	Colonial Filters	Colonial Estates MHP	Bud Foster		\$60,000	100%
89	11	Estates of Lake Clarke Shrs	Town of Lake Clarke Shores	Danny LeBron	(561) 967-8242	\$4,180	100%
89	10	Indiantown Curbing	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$1,440	100%
89	09	Lift Station #8 Renovation	City of North Lauderdale	Mike Shields		\$56,600	100%
89	08	Deerfield L.S. #5	City of Deerfield Beach	Anthony Vida	(305) 480-4370	\$215,345	100%
89	07	Lost Tree Village	Lost Tree Village Util. Corp	James Macon	(561) 433-9311	\$207,385	100%
89	06	WXEL Pump Station	City of Boynton Beach	Mark Law	(561) 375-6430	\$63,754	100%
89	05	Royal Palm Valve Removal	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$2,500	100%
89	04	Lake Clarke Shores L.S.'s	Town of Lake Clarke Shores	Danny LeBron	(561) 967-8242	\$87,921	100%
89	03	Hallendale Sludge Tanks	City of Hallendale	David Pritchard	(954) 458-3251	\$162,926	100%
89	02	North County Piping Improves	Martin County Utilities	Ted Robbins	(772) 221-1442	\$33,690	100%
89	01	Tamarac Pump Addition	City of Tamarac	James T. Moore	(954) 597-3750	\$62,060	100%
88	13	Bent Pines Lift Station	B & B Underground Inc.	O'Neal Bates	(561) 597-5572	\$1,600	100%
88	12	Lake Worth Dust Collector	City of Lake Worth	Walt Smyser	(561) 586-1671	\$7,340	100%
88	11	Port Salerno Lift Stations	Martin County Utilities	Ted Robbins	(772) 221-1442	\$306,077	100%
88	10	Spanish Lakes R. O. Plant	Spanish Lakes Fairways	David Averbach		\$24,174	100%
88	09	Palm Beach Dust Collector	Palm Beach County Utilities	Stephen McGrew	(561) 493-6110	\$8,295	100%
88	08	John's Island Lift Stations	City of Vero Beach	Utilities Director	(561) 561-1212	\$396,999	100%
88	07	Encon Pump Bases	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$1,600	100%
88	06	Everglades Youth Camp W.T.P.	FL Game & Fish Commission	Roy King		\$21,900	100%
88	05	Lift Station #95	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$12,900	100%
88	04	Hugh Taylor Birch L.S. Rehab	FL Dept of Natural Resources	Brian Polk	(305) 564-4521	\$16,320	100%
88	03	Raw Water Tap	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$150	100%
88	02	Martin County Filter Renovations	Martin County Utilities	Ted Robbins	(772) 221-1442	\$23,545	100%
88	01	Sea Coast Utilities Ph II	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$18,252	100%
87	29	Pump Base Rebuild	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$1,902	100%
87	28	Encon Valve Relocate	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$5,415	100%

# TLC Diversified, Inc. Experience Resume

Job Year	Sequence No	Project Name	Owner	Contact	Phone	Contract Amount	% Complete
87	27	St. Lucie Schools Sewage Plants Ex.	St. Lucie County School Board	Utilities Director	(561) 468-5050	\$71,811	100%
87	26	Thomas Street Pump Station	City of Delray Beach	Richard Hasco	(561) 243-7300	\$73,776	100%
87	25	King's Academy Lift Station	King's Academy	Jeff Loveland		\$6,250	100%
87	24	Deerfield Valves, Phase II	City of Deerfield Beach	Anthony Vida	(305) 480-4370	\$4,900	100%
87	23	Encon Bridge Crossings	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$11,298	100%
87	22	Royal Palm Filter Mods	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$1,470	100%
87	21	Sea Coast Utilities Repairs	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$6,165	100%
87	20	Royal Palm Storage Tank	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$137,097	100%
87	19	Sea Images Punch out	Sea Images Development Co	Paul Brienza	(561) 747-5700	\$325	100%
87	18	Encon Culvert Crossing	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$1,800	100%
87	17	Juno Beach Water Mtr Relocate	Town of Juno Beach	Dennis Barrett	(561) 747-5700	\$2,911	100%
87	16	Martin Correctional Flow Meter	Department of Corrections - MC	Utilities Director		\$6,300	100%
87	15	Gach Health Spa	Private Residence	Leo Gach		\$600	100%
87	14	Encon Meter Vaults	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$8,190	100%
87	13	Sea Images Piping	Sea Images Development Co	Paul Brienza	(561) 747-5700	\$6,750	100%
87	12	Broadview Lift Station	Loxahatchee River District	Paul Brienza	(561) 747-5700	\$11,950	100%
87	11	West Palm Dust Collector	City of West Palm Beach	Ken Reardon	(561) 659-8090	\$8,108	100%
87	10	Fiberglass Ductwork	Broward County Utilities	Utilities Director	(954) 831-3250	\$500	100%
87	09	Donald Ross Water Main Replacement	Town of Juno Beach	Dennis Barrett		\$8,990	100%
87	08	Breakers Lift Station	Palm Beach Breakers Hotel	Mike McLaughlin		\$24,561	100%
87	07	Royal Palm Vacuum Breaker	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$2,200	100%
87	06	Dildine Health Spa	Private Residence	Mr. Dildine		\$520	100%
87	05	Pump Station 161	Palm Beach County Utilities	Stephen McGrew	(561) 493-6110	\$10,460	100%
87	04	Sea Images Sewer Cleanout	Sea Images Development Co	Paul Brienza		\$6,750	100%
87	03	Deerfield Valves	City of Deerfield Beach	Anthony Vida	(305) 480-4370	\$12,182	100%
87	02	Hydro Tank Installation	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$3,391	100%
87	01	Royal Palm Flow Meter	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$1,300	100%
86	14	Utility Tap	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$175	100%
86	13	Town Hall Water Connection	Town of Haverhill	Utilities Director		\$850	100%
86	12	Royal Palm Filter Replacement	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$114,113	100%
86	11	Sea Images Yard Piping	Sea Images Development Co	Paul Brienza	(561) 747-5700	\$14,427	100%
86	10	Water Treatment Plant Repairs	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$3,127	100%
86	09	Charlotte St. Water Main Extension	Town of Haverhill	Utilities Director		\$2,782	100%
86	08	Royal Palm Tank Compaction	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$850	100%
86	07	Royal Palm Silo Deflector	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$2,415	100%
86	06	Sea Oaks Storage Tank Removal	Indian River County Utilities	Steve Doyle	(561) 231-4301	\$500	100%
86	05	Pipe Fitting Installation	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$1,098	100%
86	04	Surge Tank Piping Project	Village of Royal Palm Beach	Paul Webster	(561) 790-5126	\$6,780	100%
86	03	North Beach Water Co. Wells II	Indian River County Utilities	Steve Doyle	(561) 231-4301	\$4,392	100%
86	02	North Beach Water Co. Wells	Indian River County Utilities	Steve Doyle	(561) 231-4301	\$6,088	100%



# TLC Diversified, Inc. Experience Resume

<u>Job Year</u>	<u>Sequence No</u>	<u>Project Name</u>	<u>Owner</u>	<u>Contact</u>	<u>Phone</u>	<u>Contract Amount</u>	<u>% Complete</u>
86	01	Pembroke Pines Filter Repair	City of Pembroke Pines	John Katoelnik	(954) 435-6721	\$5,400	100%
85	05	Sea Oaks Waste Water Plant	Indian River County Utilities	Steve Doyle	(561) 231-4301	\$326,895	100%
85	04	Temporary By-Pass Pumping	City of West Palm Beach	Ken Reardon	(561) 659-8088	\$2,735	100%
85	03	Sea Coast Utilities Lime Feed Sys.	Seacoast Utility Authority	Jim Lance	(561) 627-2900	\$5,918	100%
85	02	Lift Station	Okeechobee Utility Authority	John Hayford, P.E.	(863) 763-9460	\$33,852	100%
85	01	High Service Pump #8	City of Vero Beach	Utilities Director	(561) 561-1212	\$50,676	100%

**STANDARD AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR  
(1992 EDITION, REVISED 12/18/13)**

This Agreement is made \_\_\_\_\_, 20\_\_\_\_ 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 17<sup>th</sup> Street East, Palmetto, FL 34221 (p) (941) 722-0621 (f) (941) 722-1382 hereinafter referred to as the "Contractor") under seal for Construction of Bid No. 14-21 Marsh Landing WTP High Service Pumps Upgrade 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): Bid Documents, Addendum 1, Bonds & Insurance

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

**1.3 Entire Agreement**

1.3.1 The 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 Agreement 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 Agreement 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 Agreement 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 The 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement.

1.5.6 Words or terms used as nouns in this Agreement 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 the 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 Agreement.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Agreement, 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 Agreement. 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 upgrading the Marsh Landing High Service Pumps. The scope of work shall include but may not be limited to Mobilization/Demobilization; Site Work and Yard Piping; High Service Pumps Upgrade; HVAC modifications; Instrumentation and Controls; Permitting, General Requirements; Bonds and Insurance. All work shall be specifically performed in accordance with all plans and specifications for this project.*

## 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 Two Hundred & Forty (240) 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 \$ 715.00 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 Agreement. 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 Agreement 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 Agreement.

## **ARTICLE IV CONTRACT PRICE**

### **4.1 The Contract Price**

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a Lump Sum of **\$Four Hundred & Seventy Thousand Dollars & XX/Cents (\$470,000.00)**. 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 Agreement.

## **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 Agreement. 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 Agreement 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 - 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 based upon the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted. 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, payments will be made in accordance with the Local Government Prompt Payment Act.

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the estimate, based upon the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

(a) Owner may withhold from each progress payment made to the Contractor an amount not to exceed ten (10) percent of the payment as retainage until fifty (50) percent completion of

the Work.

(b) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, Owner will reduce to five (5) percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. The term "fifty (50) percent completion" as used in this provision means the point at which Owner has expensed fifty (50) percent of the total cost of the Work purchased as provided herein, together with all costs associated with existing change orders and other additions or modifications to the Work described herein.

(c) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, the Contractor may present to the Owner a payment request for up one-half of the retainage held by the Owner. The Owner shall make prompt payment to the Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the Owner or the Contractor.

5.2.4 Each 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 Agreement, 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 Agreement. 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 Agreement. 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 Agreement.

### **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 Agreement and this Agreement 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 Agreement, 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 Agreement, 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 Agreement.

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 Agreement 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 Agreement. This warranty shall survive termination of this Agreement 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:

<b>Name</b>	<b>Function</b>
_____	_____
_____	_____
_____	_____

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 Agreement.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Agreement 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 Agreement. 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 Agreement. The Project Director shall be the Owner's representative from the effective date of this Agreement 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 Agreement.

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 Agreement.

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Agreement. 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 Agreement and shall issue a Final Certificate for Payment upon compliance with the requirements of this Agreement.

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

## **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 Agreement and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. 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 Agreement, 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 Agreement, 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 Contractor 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 Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Agreement 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 Agreement, 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 than 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 Agreement. 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 Agreement 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 of 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 Agreement, 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 Agreement, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Agreement, 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 Agreement. 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 Agreement, 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 Agreement. 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 Agreement. 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 Agreement 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 Agreement 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 Agreement 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 terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become 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 Agreement;
- (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 perform 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 substantially violates a material provision of this Agreement, 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 Agreement, 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:**

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

### **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 the Contract 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 Agreement. The Contractor shall not assign this Agreement 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 Agreement 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 Agreement 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)**

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

17.2 In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, the Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

17.3 Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

## **ARTICLE XVIII REVIEW OF RECORDS**

### **18.1 Review of Records**

As a condition of entering into this Agreement/Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor 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 the Contractor 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.: Bid No 14-21 - - Marsh Landing WTP High Service Pumps Upgrade**

**Owner**  
St. Johns County (Seal)

**Contractor**  
TLC Diversified, Inc. (Seal)

(Typed Name)

(Typed Name)

By: \_\_\_\_\_

By \_\_\_\_\_

Signature

Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

**Cheryl Strickland, Clerk of Courts**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**Legally Sufficient:**

\_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_