

RESOLUTION NO. 2014 - 73

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 14-22 AND TO EXECUTE AN AGREEMENT FOR PLANTATION WTP HIGH SERVICE PUMP STATION IMPROVEMENTS.

RECITALS

WHEREAS, the County desires to enter into a contract with TLC Diversified, Inc. to provide services for construction of Plantation WTP High Service Pump Station Improvements; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for improvements to the high service pump station at Plantation 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 2013 HSP/VFD Upgrade (4461-56302-6853-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, designee, is hereby authorized to award Bid No.14-22 Plantation WTP High Service Pump Station Improvements to TLC Diversified, Inc. as the lowest responsive, responsible bidder.

Section 3. The County Administrator, designee, is further authorized to execute a contract in substantially the same format as attached TLC Diversified, Inc. on behalf of the County for the completion of Plantation WTP High Service Pump Station Improvements as specifically provided in Bid No 14-22.

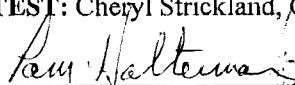
Section 4. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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: 
John H. Morris - Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/20/14





**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

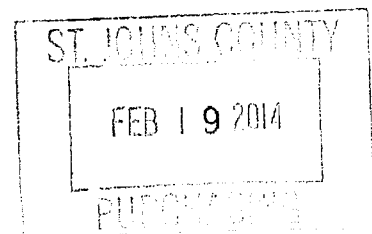
TO: James Overton, P.E., Engineer II
FROM: Sharon Haluska, Contract Manager *SH*
SUBJECT: Transmittal of Bids Received for Bid No. 14-22, Plantation WTP High Service Pump
Station Improvements
DATE: February 12, 2014

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 Jegg*
Date 2/13/2014
Budget Amount \$725,000.00
Account Funding Title 2013 HSP/VFD Upgrade
Funding Charge Code 4461-56302-6853-Varies
Award to TLC Diversified, Inc.
Award Amount \$659,000.00



**ST. JOHNS COUNTY
BID TABULATION**

LDJ

OPENED BY LEIGH DANIELS
 TABULATED BY YVETTE CANDLER
 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 PLANTATION WATER TREATMENT PLANT HIGH SERVICE
 PUMP STATION IMPROVEMENT

BID NUMBER 14-22
 OPENING DATE/TIME February 12, 2014 2:00 PM

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

| BIDDERS | BASE BID TOTAL LUMP SUM PRICE | BASE BID ALLOWANCE FOR PERMITS | TOTAL LUMP SUM BID PRICE | ALTERNATE # 1 LUMP SUM BID PRICE | BID BOND | ATTENDED MANDATORY PRE-BID MEETING | ADDENDUM # 1 |
|----------------------------------|-------------------------------|--------------------------------|--------------------------|----------------------------------|----------|------------------------------------|--------------|
| FLORIDA DESIGN CONTRACTORS | \$825,000.00 | \$500.00 | \$825,500.00 | NO BID | YES | YES | YES |
| WORTH CONSTRUCTION & DEVELOPMENT | \$724,146.50 | \$500.00 | \$724,646.50 | NO BID | YES | YES | YES |
| TLC DIVERSIFIED INC | \$658,500.00 | \$500.00 | \$659,000.00 | NO BID | YES | YES | YES |
| A.C. SECULTES OF FLORIDA INC | \$773,700.00 | \$500.00 | \$774,200.00 | NO BID | YES | YES | YES |
| SAWCROSS INC | \$673,500.00 | \$500.00 | \$674,000.00 | NO BID | YES | YES | YES |

BID AWARD DATE - _____

BID NO.: 14-22 Plantation Water Treatment Plant High Service Pump Station Improvement

| COMPANY NAME | Attachments | | | | | | | | | | | | | License/ Certs | Add | Bid | Notes | | | |
|---|--------------|----------------------------|----------------|--|---|---|---|---|---|---|---|---|---|-------------------|-----|-----|--------|---|---|---------------------------------|
| | Base Bid | Bid Allowance - Permits | TOTAL BASE BID | Alternate #1- Low Voltage Control Center | A | B | C | D | E | F | G | H | I | | | | | J | K | L |
| Florida Design Contractors Inc. | \$825,000.00 | \$500.00 | \$825,500.00 | No Bid | X | X | X | X | X | X | X | X | X | X | X | X | GC | X | X | Complies with bid requirements. |
| Worth Construction & Development Inc | \$724,146.50 | \$500.00 | \$724,646.50 | No Bid | X | X | X | X | X | X | X | X | X | X | X | X | GC | X | X | Complies with bid requirements. |
| TLC Diversified, Inc. | \$658,500.00 | \$500.00 | \$659,000.00 | No Bid | X | X | X | X | X | X | X | X | X | X | X | X | GC/CUC | X | X | Complies with bid requirements. |
| A. C. Schuites of Florida, Inc. | \$773,700.00 | \$500.00 | \$774,200.00 | No Bid | X | X | X | X | X | X | X | X | X | X | X | X | GC | X | X | Complies with bid requirements. |
| Sawcross Inc. | \$673,500.00 | \$500.00 | \$674,000.00 | No Bid | X | X | X | X | X | X | X | X | X | X | X | X | GC/CUC | X | X | Complies with bid requirements. |

BID NO.: 14-22

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 **PLANTATION WTP HIGH SERVICE PUMP IMPROVEMENTS**. 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 Plantation WTP High Service Pump Station. The scope of work shall include but may not be limited to the following:

- Demolition of existing pump motor control centers (MCCs)
- Relocation of the existing pump building entrance door and replacement of all exterior doors
- Furnishing and installing five (5) new, 100-horsepower horizontal split case pumps and motors on new concrete pump pads
- Furnishing and installing new ductile iron suction and discharge piping and associated appurtenances
- Furnishing and installing new MCCs for five (5) pumps and variable frequency drives (VFDs) for four (4) pumps in addition to new wiring and other electrical hardware
- Furnishing and installing two (2) new 6-ton HVAC units.

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 9:00 A.M.** at the St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, FL 32084. **Anyone arriving after 9:00 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.

Bidding Documents may be obtained from CH2M HILL, 3011 SW Williston Road, Gainesville, FL 32608-3928, by contacting Jill Kaylor (352-384-7099, Jill.Kaylor@ch2m.com) for the sum of **\$ 23.00** per set, which is non-refundable. Electronic copies (CD) are available to those bidders purchasing hard copy sets for an additional cost of

\$10.00. Make checks payable to CH2M HILL.

All questions relative to this project shall be directed **in writing** to James Overton, St. Johns County Utility Dept., via email (joverton@sjcfl.us) or fax (904-209-2615). **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.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

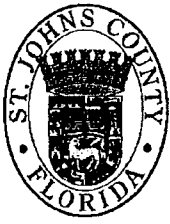
Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, 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.: 14-22 Plantation WTP High Service Pump Improvements

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

Questions

1. QUESTION: Section 01 11 00 – Summary of Work 1.01, A., 1. Demolition of existing exhaust fan and louvers. Is it the intent to replace the existing fan and louvers with new matching items? (We believe this is in reference to the EF in the pump room. The drawings are not clear on intent.)

RESPONSE: The existing exhaust fan and static louver in the pump room is to be physically removed and turned over to SJCUD, or disposed of as directed by SJCUD. The existing exhaust fan and static louver in the Chemical Room shall be replaced as shown in the Schedule on Dwg. H-2, and in Details 3/H-3 and 4/H-3. The openings in the pump room left by the removal of the exhaust fan and static louver shall be closed up, sealed off and finished in a manner similar to the existing wall construction and final finish as required by the Specifications. The estimated opening dimensions are 3' x 3', 4' x 4', 2' x 2', and 1' x 1' for the existing fans and louvers. It is the responsibility of the contractor to verify all dimensions of the openings and include the cost in their bid to replace the openings with a pour-in-place reinforced concrete wall as shown in on Dwg. S-2, Detail 6.

2. QUESTION: What size is the fan louver? (This is provided on the drawings for the EF in the Ch Room.)

RESPONSE: The new exhaust fan and static louver in the Chemical Room shall be replaced as shown in the Plan View and Schedule on Dwg. H-2, and in Details 3/H-3 and 4/H-3.

3. QUESTION: Do you have a detail for the single door?

RESPONSE: *There are no details for the single door. The requirements for both the new single and double doors are contained in the Technical Specifications. See 08 06 01 for the Schedule and 08 11 16 for the doors and frames and 08 71 00 for the hardware criteria.*

4. QUESTION: After review of the project we are to demo the concrete bases for the 5 pumps as shown on plan sheet D-1. The Painting spec 09 90 00 does not supply a schedule of items. As noted on plan sheet S-3, Concrete Demolition notes, finish slab or walls under removed concrete to match existing adjacent concrete finish, repair rough or damaged surfaces as noted. Giving the floor has a coating on it can the specs be to coat the entire floor? Same with the exterior walls after the doors are installed and the piping is installed.

RESPONSE: *Only damaged/repaired/new areas are to be coated in with the painting system specified in Section 09 90 0 with color to match the existing.*

5. QUESTION: Would you allow GE as an acceptable motor manufacturer for this project?

RESPONSE: *GE is an acceptable manufacturer for this project as long as the motors meet all the requirements of the specifications, the pump motor data sheet, and are inverter duty rated as required by NEMA Std. MG-1.*

6. QUESTION: Section 26 20 00 -- AC Induction Motors. Paragraph 2.15.B -- Please confirm the requirement for thermistors as specified. Please note that the electrical drawings indicate the use of winding thermostats, not thermistors. If thermistors are required, please note that the motor manufacturers typically do not include the control modules as this spec is currently written. The control modules should be provided by the MCC / control supplier.

RESPONSE: *The use of PTC Thermistors is desired for constant duty motor applications rated 100hp and above, and adjustable speed motor applications rated 40hp and above, and are a requirement for this specific project. It is desired that the motor manufacturer provide the required control module, inclusive of the pilot relay, matched to the motor's specific embedded thermistors. The control module is to be mounted on the motor, adjacent to the terminal winding box, and shall be in accordance with the requirements of the specifications as stated in Section 26.20.00, 2.15(B). The two control diagrams shown on Dwg. E-5 are schematic in nature with the 120VAC control power shown across the TPS to represent the control voltage for the control module, and the NO contact representing the normally open contact of the pilot relay in the control module.*

7. QUESTION: Do you think you have sufficient Manufacture Service time due to sequencing the pump installation?

RESPONSE: *For bid purpose's assume a minimum of two (2) pumps must be kept in operation at all times. A construction sequencing plan is the Contractor's responsibility and shall be submitted to the Owner for approval after receiving a notice to proceed and prior to beginning work. The manufacturer shall include 4 half day trips to the site (excluding travel time) which will include installation, training, testing, and start-up services. One trip may include performing multiple tasks while on-site. It is anticipated that two separate start-ups will take place with the proposed construction sequencing; however SJUD feels that the allotted time should be sufficient for manufacturer services. Additional time required by the manufacturer representative due to improper installation of the equipment or other delays will be the responsibility of the Contractor.*

8. QUESTION: The split case pumps / motors and the associated VFDs are specified as 100hp. Can 75hp motors and VFDs be supplied, provided that the pump curve will meet all of the specified

operating requirements without overloading the 75hp motor or operating in the service factor? This could obviously result in a cost savings for SJCUD.

RESPONSE: *75hp pump motors are acceptable as long as they meet the mechanical operating requirements without overloading or operating in the service factor. However, the supplying VFDs and Soft-Starter, VFD and Soft-Starter input/output wiring, and motor feeder overcurrent/overload/ground fault protection must be appropriately sized for operation of both 75hp and 100hp pump motors.*

9. Is DCR the only approved instrumentation and SCADA vendor for this project?

RESPONSE: *No, SJCUD has five (5) approved SCADA vendors.*

- *DCR Engineering Services (Bill Cook, (863)428-8080)*
- *Revere Control Systems (Todd Bredbrenner, (863)226-0219)*
- *Star Controls (Main, (954)603-0491)*
- *ITG (Main, (904) 425-4760)*
- *ScadaOne (Chuck Maxwell, (863)397-5488)*

10. Please confirm that the contractor's warranty period is 1 year.

RESPONSE: *Yes, the contractor's warranty period is 1 year from the established final completion date.*

11. QUESTION: Please confirm that the 3 wall pipe penetrations are to be cored and then grouted only with no wall sleeves or wall pipe.

RESPONSE: *The 3 wall pipe penetrations are to be grouted only, with non-shrink grout. No wall sleeves or wall pipe is required.*

12. QUESTION: Will EBAA Iron Megaflanges be an acceptable restraining adapter on this project?

RESPONSE: *The EBBA Iron Megaflange is acceptable as a restrained flange adapter.*

13. QUESTION: In the front end of the documents it calls for the contractor to pay for all permits. Can the owner provide a separate allowance for this. It will provide all contractors the same answer when we call the building department.

RESPONSE: *Refer to the revised Bid Form, which includes an allowance of \$500 for permitting. Note: The allowance shown is a unit price allowance and will be adjusted (+/-) upon receipt of an invoice for applicable permits.*

14. QUESTION: What is the cost of the permits for this project?

RESPONSE: *See the above response.*

15. QUESTION: What is the minimum number of pumps to stay in operation during construction?

RESPONSE: *A minimum of two (2) pumps must be kept in operation at all times.*

16. QUESTION: What is the longest shut down period for this pump station during construction?

RESPONSE: *The pump station is required to stay on line at all times with a minimum of two (2) pumps in operation. The contractor is required to develop, and submit for approval, a construction sequencing plan with this objective in mind. This may require the contractor arranging for a temporary power source and/or a portable generator to meet this requirement.*

17. QUESTION: Specification 44 42 56.02 Page 3 Section 2.03 SHAFT SEALS paragraph "A" mechanical seal, 2.03 paragraph "B" Packing. Which design are pumps being quoted "A" or "B"?

RESPONSE: *Mechanical seal is required. Delete Section 2.03 B.*

18. QUESTION: Specification 44 42 56.02 Page 5 Section 2.06 paragraph "C" Number 1, Please clarify what is meant by Dynamically balanced rotating parts? Does this mean you want the impellers dynamically balanced only or all rotating parts?

RESPONSE: *Factory dynamically balancing of the impeller only is required.*

19. QUESTION: Specification 44 42 56.02 Supplement-1 "Horizontal Split Case Centrifugal Pump data Sheet" Pumps are designed to operate at 1,650 GPM at 139 TDH, with secondary design conditions of 1,000 GPM at 172 TDH. Patterson can offer 8x6 MI-C that will operate at 1,650 GPM at 141 ft. at 81.4% eff. Driven by 100 hp motor. Please see attached data for review. Can Patterson be named as approved manufacturer?

RESPONSE: *SJCUD will accept a Patterson pump as an approved alternate.*

20. QUESTION: Can this be added to ensure the client gets documentation that the pumps were aligned in the field correctly: Add laser alignment for final alignment during Start up, and include supporting documentation?

RESPONSE: *The Contractor is to test alignment per the manufacturer's requirements. The test method of alignment is not specified.*

21. QUESTION: Based on the attached documentation, is Ruhrpumpen an acceptable manufacturer?

RESPONSE: *The requested Ruhrpumpen HSL 6x816B1 pumps are not approved as an equal to the pumps specified in Section 44 42 56.02. The pump data provided with this request was reviewed from a technical and dimensional standpoint and determined to not meet the specifications and layout of the existing pump building.*

22. QUESTION: Paragraph 1.04 Spare Parts – Does the County require one set for each pump or one set for all five pumps?

RESPONSE: *One set for all five pumps.*

23. QUESTION: Ruhrpumpen comes standard with impeller wear rings. Would the county consider adding this requirement to the specifications?

RESPONSE: *Not applicable based on Question 5 response above.*

24. QUESTION: Both mechanical seal and packing were specified. Are both options acceptable or does the county have a preference? Ruhrpumpen would like to suggest going with a John Crane type seal.

RESPONSE: *A Mechanical seal is required. See Question 1 response above. A John Crane mechanical seal is approved per Supplement 1 – Pump Data Sheet.*

The following questions are in reference to Section 44 42 56.02 – Split Case Pumps

25. QUESTION: Please confirm the spare parts requirement in paragraph 1.04.A. This is a large number of spare parts and will add significant cost to the pump package. I don't think SJCUD maintenance personnel typically do the type of maintenance that would require all of these spares.

RESPONSE: *DELETE Section 44 42 56.02 Paragraph 1.04 A and REPLACE with: 1.04 A Extra Materials*

A. Furnish one set of the following:

1. Complete set bearings
2. Complete set gaskets and O-ring seals.

3. *Complete set keys, dowels, pin, etc.*
 4. *Two complete mechanical seals.*
 5. *One complete set of special tools required to dismantle pump.*
26. QUESTION: Paragraph 2.05.A requires that the pump manufacturer provide prime & finish coats in accordance with section 09 90 00. Can you provide clarification on this requirement? Is the factory standard coating sufficient, or are special factory applied coatings required?
RESPONSE: *The final coating system should meet system No. 14 in Spec Section 09 90 00. If the factory standard coating meets Spec Section 09 90 00, then it is sufficient. If the desired factory coating does not meet Spec Section 09 90 00, then an alternate can be requested during the submittal process for consideration.*
27. QUESTION: Paragraph 2.06.A – Please confirm that the pumps can be tested with calibrated lab motors and not the actual job motors.
RESPONSE: *The pumps can be tested with calibrated lab motors.*
28. QUESTION: Paragraph 2.06.C – Please consider deleting the requirement for the factory vibration testing. Note that an on-site vibration test is already required per 3.03.A.2.
RESPONSE: *Factory dynamically balancing of the Impeller only is required. DELETE Spec Section 2.06 C.2.b.*
29. QUESTION: Paragraph 2.06.D.3 – Please consider deleting this requirement, the pumps are typically not run for this duration during performance testing.
RESPONSE: *DELETE Paragraph 2.06.D.3. REPLACE with: The factory performance test durations shall be based on the manufacturer's recommendations. At a minimum, flow should be stabilized for each flow rate tested.*
30. QUESTION: Paragraph 2.06.D.4 – Recording of pump efficiency during factory testing should also be required.
RESPONSE: *Include recording of pump efficiency to performance test under 2.06 D.4. ADD 2.06.D.4.g Pump Efficiency.*
31. QUESTION: Paragraph 2.06.D – Do the factory performance tests require the engineer's review & approval prior to shipping of the equipment?
RESPONSE: *The factory performance tests shall be submitted for review and approval prior to shipping.*
32. QUESTION: Paragraph 3.02.A – See note above regarding coating of equipment. Finish coatings are typically done by the contractor, not the pump manufacturer.
RESPONSE: *Paragraph 3.02.A does not specify whether it is to be performed by the pump manufacturer or the contractor. The contractor may provide the finish coatings which should meet the requirements of system No. 14 in Spec Section 09 90 00.*
33. QUESTION: Pump Data Sheets:
- Performance requirements – Change “maximum” to “minimum” in the 4th line which specifies the shutoff pressure. The specified Peerless equipment has a shutoff head of 192'.
The performance requirements on the data sheet are based on the Goulds Model 3410. The Peerless Model 6AE14 will have different performance requirements for maximum shutoff pressure.
 - Performance requirements – Please revise the max NPSHR to 14' as required by the specified Peerless equipment.
The performance requirements on the data sheet are based on the Goulds Model 3410. The Peerless pump model 6AE14 will have different performance requirements for maximum NPSHR.

- Design & Materials – Please confirm the requirement for Nitronic wear rings. Bronze casing wear rings are standard and are commonly used for this application.
Nitronic wear rings are required.
- Design & Materials – Please confirm the requirement for a 316SS impeller. A nickel aluminum bronze impeller is commonly used for chlorinated water and will provide long service life. The 316SS impeller will add significant cost and will reduce operating efficiencies.
A LA955 or LA958 nickel aluminum bronze impeller is acceptable.
- Design & Materials – Data sheet says “Y” for packing and “Y” for mechanical seal. Which is correct?
A mechanical seal is required. DELETE Y for packing on the data sheet.
- Design & Materials – Please specify the type of coupling to be used. Peerless typically recommends the Falk SteelFlex for variable speed applications.
Falk SteelFlex is acceptable.

34. QUESTION: It appears that 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. Do you agree?
RESPONSE: M/WBE requirements do not apply to this project.

THE BID DUE DATE IS: Wednesday, February 12, 2014 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Printed Name and Title

Company Name (Print)

Attachment: Bid Form Revised 2/5/14

END OF ADDENDUM #1

User: Haluska, Sharon

Organization: St. Johns County - Purchasing Department

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by ONVIA

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Document Confirmation

The uploaded file was successfully received.

Document Title Bid No 14-22 Addendum #1

Reference Filename 1637198.PDF

File Size 422973 Bytes

Total uploaded by type 1

Addendums 1

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BID NO.: 14-22

OFFICIAL COUNTY BID FORM – REVISED 2/5/14
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL

PROJECT: PLANTATION WTP HIGH SERVICE PUMP IMPROVEMENTS

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 PLANTATION WTP HIGH SERVICE PUMP IMPROVEMENTS, 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 PLANTATION WTP HIGH SERVICE PUMP IMPROVEMENTS as per plans and specifications.

\$ _____
Total Lump Sum Price (Numerical)

_____/100
Dollars
(Amount written or typed in words)

BASE BID ALLOWANCE:

FOR: Allowance to applicable permits (per Addendum 1)*

\$ 500.00
Total Lump Sum Price (Numerical)

\$ Five Hundred Dollars & XX/100 Dollars
(Amount written or typed in words)

* The allowance shown is a unit price allowance and will be adjusted (+/-) upon receipt of an invoice for applicable permits.

TOTAL BASE BID:

FOR: Base Bid + Base Bid Allowance

\$ _____
Total Base Bid Price (Numerical)

_____/100
Dollars
(Amount written or typed in words)

ALTERNATE BID ITEM NO. 1: Low-voltage motor control center and adjustable frequency drives, if approved by addendum.

ALTERNATE BID ITEM NO. 1 \$ _____
Lump Sum Price (Numerical)

_____/100
Dollars
(Amount written or typed in words)

Bidder must indicate herein whether Alternative Bid Item No. 1 amount is to be added or deleted from the total lump sum base bid, if approved via written addendum. **CIRCLE ONE:**

ADD or **DEDUCT**

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 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 #: _____

Email Address: _____ Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- 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 - Unit Price List
 - Attachment G - Certificate of Compliance w/FDEP Generic Permit Requirements
 - Attachment H - Qualifications Statement
 - Attachment I - Certification of Contractors Insurance and Bonding
 - Attachment J - Appendix A - Certification of Compliance with FDEP Supplementary Conditions
 - Attachment K - Appendix G - Certification of Compliance with 41 CFR 60-1.7: Reports & Other Required Information
 - Attachment L - 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", "L" 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.

User: Haluska, Sharon

Organization: St. Johns County - Purchasing Department

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Document Confirmation

The uploaded file was successfully received.

Document Title Bid No 14-22 Addendum #1 Revised Bid Form

Reference Filename 1637199.PDF

File Size 190583 Bytes

Total uploaded by type 1

Addendums 1

BID NO.: 14-22

**OFFICIAL COUNTY BID FORM – REVISED 2/5/14
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL**

PROJECT: PLANTATION WTP HIGH SERVICE PUMP IMPROVEMENTS

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 PLANTATION WTP HIGH SERVICE PUMP IMPROVEMENTS, 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 PLANTATION WTP HIGH SERVICE PUMP IMPROVEMENTS as per plans and specifications.

\$ 658,500.00
Total Lump Sum Price (Numerical)

Six Hundred Fifty-eight thousand, Five hundred Dollars & no /100
Dollars
(Amount written or typed in words)

BASE BID ALLOWANCE:

FOR: Allowance to applicable permits (per Addendum 1)*

\$ 500.00
Total Lump Sum Price (Numerical)

\$ Five Hundred Dollars & XX /100 Dollars
(Amount written or typed in words)

* The allowance shown is a unit price allowance and will be adjusted (+/-) upon receipt of an invoice for applicable permits.

TOTAL BASE BID:

FOR: Base Bid + Base Bid Allowance

\$ 659,000.00
Total Base Bid Price (Numerical)

Six Hundred Fifty-Nine Thousand Dollars and no/100
Dollars
(Amount written or typed in words)

ALTERNATE BID ITEM NO. 1: Low-voltage motor control center and adjustable frequency drives, if approved by addendum.

ALTERNATE BID ITEM NO. 1 \$ No Bid
Lump Sum Price (Numerical)
No Bid /100
Dollars
(Amount written or typed in words)

Bidder must indicate herein whether Alternative Bid Item No. 1 amount is to be added or deleted from the total lump sum base bid, if approved via written addendum. **CIRCLE ONE:**

~~ADD~~ or ~~DEDUCT~~

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: February 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 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: [Signature]
(Name & Title typed or printed)~~

Thurston Lamberson/President

By: [Signature]
(Name & Title typed or printed)

Joanne Lamberson/Secretary

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 #: _____~~

~~Email Address: _____ Federal I.D. Tax Number: _____~~

- Bid Proposal Attachments:
- 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 - Unit Price List
 - Attachment G - Certificate of Compliance w/FDEP Generic Permit Requirements
 - Attachment H - Qualifications Statement
 - Attachment I - Certification of Contractors Insurance and Bonding
 - Attachment J - Appendix A - Certification of Compliance with FDEP Supplementary Conditions
 - Attachment K - Appendix G - Certification of Compliance with 41 CFR 60-1.7; Reports & Other Required Information
 - Attachment L - 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", "L" 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.: 14-22

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

PLANTATION WTP HIGH SERVICE PUMP IMPROVEMENTS

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.

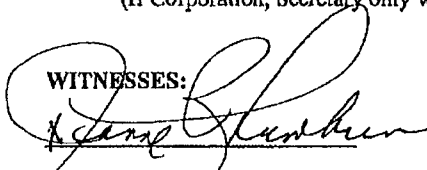
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 21 day of January A.D., 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of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

TLC 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

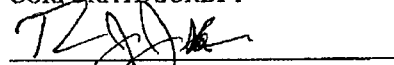
WITNESS:



AK 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, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

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

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do 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 and on behalf of the Company subject to the following provisions:

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their 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. Kaheln
William J. Kaheln, 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 July, A.D., 2014.



Frank A. Carrino
Frank A. Carrino, Secretary

Bid No.: 14-22

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.

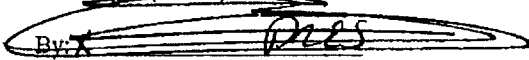
This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

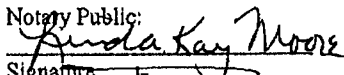
Before me, the Undersigned authority, personally appeared Thurston Lamberson who being duly sworn, deposes and says he is President (Title) of the firm of TLC Diversified, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 14-22 - PLANTATION WTP HIGH SERVICE PUMP STATION IMPROVEMENTS, 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)

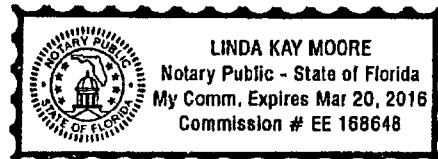
By: 
Thurston Lamberson/President
(Title)

Sworn and subscribed to me this 11th day
of February 20 14.

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 BACH BID.

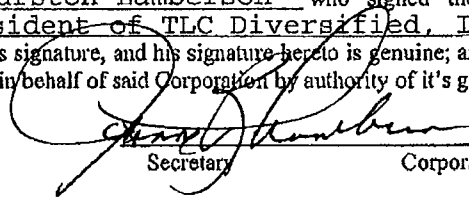


Bid No.: 14-22

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

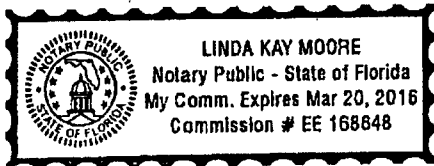
I, Joanne Lamberson, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Thurston Lamberson who signed the said bond on behalf of the Principal, was then President of TLC Diversified, Inc. of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's 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 to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the and that he has been authorized by Theodore J. Jedlick/Westfield Ins.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**

December 31, 2012

Westfield Insurance Co.

Westfield Center, Ohio 44251-5001

(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> |

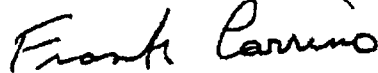
State of Ohio

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:

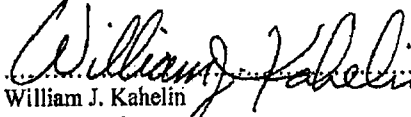

.....
Frank A. Carrino
Group Legal Leader, Secretary



.....
Dennis P. Baus
National Surety Leader
Surety Operations

Sworn to before me this 13th day of February A.D. 2013.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code


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



BD5402 D

Bid No.: 14-22

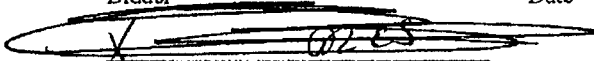
ATTACHMENT "D"

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.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

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

STATE OF FLORIDA AC# 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
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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

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
DATE BATCH NUMBER LICENSE NBR
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
YEN LAWSON SECRETARY
DISPLAY AS REQUIRED BY LAW

Bid No.: 14-22

ATTACHMENT "F"
UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

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

| ITEM DESCRIPTION | | UNIT MEASURE | UNIT PRICE |
|------------------|------------------------------|--------------|------------|
| 1 | 10" DI Pipe | LF | 610 |
| 2 | 12" DI Pipe | LF | 750 |
| 3 | 8" Flanged Coupling Adapter | EA | 340 |
| 4 | 10" Flanged Coupling Adapter | EA | 440 |
| 5 | 12" Flanged Coupling Adapter | EA | 540 |
| 6 | 8"x6" Eccentric Reducer | EA | 360 |
| 7 | 10"x6" Eccentric Reducer | EA | 440 |
| 8 | 12"x8" Eccentric Reducer | EA | 600 |
| 9 | 8" Check Valve | EA | 1,820 |
| 10 | 10" Check Valve | EA | 2,870 |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| | | | |
| | | | |
| | | | |

Bld No.: 14-22

ATTACHMENT "G"

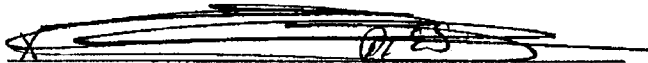
**CERTIFICATE OF COMPLIANCE
WITH FDEP GENERIC PERMIT REQUIREMENTS**

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

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 Governed Body Office

Contract Time Days Substantial

Project Description

Days Final

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
 Governed Body

Contract Time Days Substantial

Project Description

Days Final

Change Order Amount

Bid No.: 14-22

ATTACHMENT "I"

CERTIFICATION OF CONTRACTOR'S INSURANCE AND BONDING

Project: 14-22

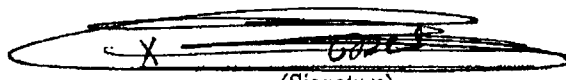
I certify that TLC Diversified, Inc., general contractor for
(Name of Contractor)

Plantation WTP High Service Pump Improvements, 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 <u>Construction Bond (Perf/Pmt) / 100% of Total Bid</u> | | <u>Westfield Insurance Company</u> |
| <u>(Public Construction Bond will be issued once bid Awarded to TLC Diversified, Inc.)</u> | | |
| _____ | _____ | _____ |



 (Signature)

February 11, 2014

 (Date)

Thurston Lamberson/President-TLC Diversified, Inc.
 TBD

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

Bid No.: 14-22

ATTACHMENT "J"

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

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

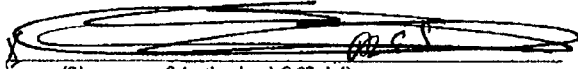
This certification relates to a construction contract proposed by St. Johns County Utility Department,
(insert the name of the Owner)

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.: 14-22

ATTACHMENT "K"

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/ X 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/ X 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.

X [Signature]
(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.: 14-22

ATTACHMENT "L"

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.

X 
(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)

- Design & Materials – Please confirm the requirement for Nitronic wear rings. Bronze casing wear rings are standard and are commonly used for this application.
Nitronic wear rings are required.
- Design & Materials -- Please confirm the requirement for a 316SS impeller. A nickel aluminum bronze impeller is commonly used for chlorinated water and will provide long service life. The 316SS impeller will add significant cost and will reduce operating efficiencies.
A LA955 or LA958 nickel aluminum bronze impeller is acceptable.
- Design & Materials – Data sheet says “Y” for packing and “Y” for mechanical seal. Which is correct?
A mechanical seal is required. DELETE Y for packing on the data sheet.
- Design & Materials -- Please specify the type of coupling to be used. Peerless typically recommends the Falk SteelFlex for variable speed applications.
Falk SteelFlex is acceptable.

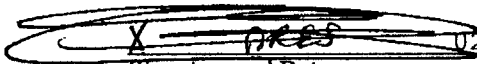
34. QUESTION: It appears that we do not need to solicit M/WBE companies and/or have good faith effort paperwork to be in compliance with the SRF conditions of this bid. Do you agree?

RESPONSE: M/WBE requirements do not apply to this project.

THE BID DUE DATE IS: Wednesday, February 12, 2014 at 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)

Attachment: Bid Form Revised 2/5/14

END OF ADDENDUM #1

DRUG FREE WORKPLACE FORM

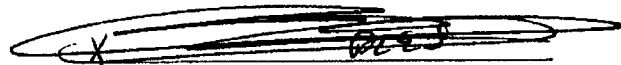
The undersigned vendor in accordance with Florida Statute 287.087, as amended from time to time, hereby certifies that

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 17th St. E., Palmetto, FL 34221

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

59-2513308

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

- a. A predecessor or successor of a person convicted of a public entity crime;
or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. 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:

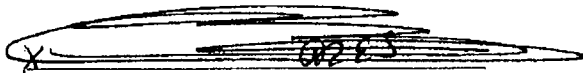
 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to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

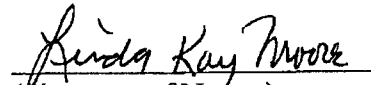


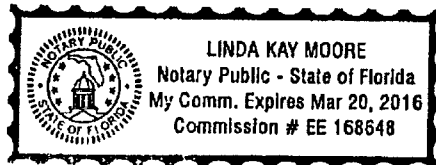
(Signature)
Thurston Lamberson, President

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

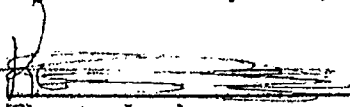
RE: Authority to Sign Legal Documents

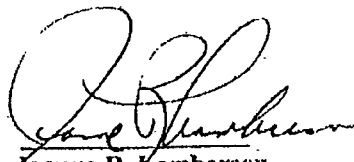
TO WHOM IT MAY CONCERN;

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.

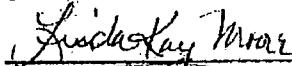
Mr. Thurston Lamberson, President, shall have full power and authority to sign any and all Legal and Binding Documents and make all commitments of whatever nature for TLC Diversified, Inc.

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 Detjmer
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. Oyler | (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) 262-9544 | \$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 | Sherril 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 Moods | 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 | Charleton Lift Station Pipe Replacement | City of Fort Meade | Frank Curlee | (863) 285-1100 | \$10,530 | 100% |
| 112 | 03 | River Oaks AWTP 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 | Inder 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. Oylet | (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 | Stephien McGrew | (561) 493-6110 | \$125,474 | 100% |
| 111 | 20 | In-Town Lift Station, Grit Removal, Clarifier Production Well 11 | Town of Halan, Iowa | Susan Lambert | (712) 755-5137 | \$1,295,848 | 100% |
| 111 | 19 | WTP & WWTP Improvements | City of West Palm Beach | Lois Adler | (561) 822-2200 | \$160,364 | 100% |
| 111 | 18 | Belle Glade Lift Station 7 Rehab | Town of Zolfo Springs | Linda Roberson | (863) 735-0405 | \$650,736 | 100% |
| 111 | 17 | Siemens Clearwater Plant Renovations | Palm Beach County Utilities | Michael K. Gleman | (561) 493-6144 | \$246,383 | 100% |
| 111 | 16 | J Avenue Chlorine System Improvements | Seimens Industry, Inc. | Clint Sibille | (850) 504-0344 | \$2,951,843 | 99% |
| 111 | 15 | South Cross Bayou Chlorine Sys Upgrade | City of Cedar Rapids Utilities | Sue Jennings | (319) 286-5455 | \$454,762 | 99% |
| 111 | 14 | Lift Stations 16 & 31 Replacement | Pinellas County Utilities | Wayne Koch, P.E. | (727) 464-3588 | \$296,590 | 100% |
| 111 | 13 | Replacement of 4 Production Wells | City of Lauderdale | Indar Maharaj | (954) 730-4225 | \$596,751 | 100% |
| 111 | 12 | Gravity Sewer Emergency Repair | Seacoast Utility Authority | Jim Lance | (561) 627-2900 | \$1,153,858 | 91% |
| 111 | 11 | WWT Facility Surge Tank | Town of Longboat Key | Juan J. Florensa | (941) 316-1988 | \$74,898 | 100% |
| 111 | 10 | Group 1 Lift Station Rehab - 2011 | Harbor Ridge POA | Russel Reed | (772) 873-6048 | \$389,285 | 100% |
| 111 | 09 | Odor Control for Lift Stations for Sarasota | Manatee County Utilities | Timothy Hochuli | (941) 792-8811 | \$236,778 | 100% |
| 111 | 08 | Special Bypass Set-up | Seimens Industry, Inc. | Clint Sibille | (850) 504-0344 | \$229,108 | 100% |
| 111 | 07 | WTP Filter Valve Replacement | Fontaine Industries, LTD | Greg Dunham | (561) 585-9477 | \$6,225 | 100% |
| 111 | 06 | Lift Station F Replacement | Town of Manalapan | Juan J. Florensa | (941) 316-1988 | \$73,887 | 100% |
| 111 | 05 | Annual Lift Station Rehab Piggyback | City of Sarasota | John Chapman | (941) 365-2200 | \$281,946 | 100% |
| 111 | 04 | Water Treatment Plant Improvements | Montezuma Water Dept. | Bill Moore | (641) 623-5675 | \$507,317 | 100% |
| 111 | 03 | City of Clearwater Annual LS Contract II | City of Clearwater | Robert Maue | (727) 562-4827 | \$2,113,031 | 100% |
| 111 | 02 | Lift Stations 26 & 86 Rehabilitation | Loxahatchee River District | George DeCarlos | (561) 747-5709 | \$95,601 | 100% |
| 110 | 36 | Lockheed Martin Remediation WTP Design/Bld | AECOM | Mike Sutton | (864) 234-8911 | \$59,522 | 100% |
| 110 | 35 | Lift Stations 26 & 74 Rehabilitation | City of Clearwater | Robert Maue | (727) 562-4827 | \$1,918,494 | 100% |
| 110 | 34 | East APAC Fermentation Tanks | City of Clearwater | Tom Robertson | (727) 562-4749 | \$226,528 | 100% |
| 110 | 33 | Lift Station 7 Replacement | City of St. Cloud | 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 | 28 | Garden Lakes Lift Station Rehab | Garden Lakes Estates HOA | Ed Rappaport | (941) 727-9130 | \$80,964 | 100% |
| 110 | 27 | 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 | NWTRF 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 | Loxahatchee 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 AWTP Grit Chamber Rehabilitation | Hillsborough County Water Dept | Chuck Hammert | (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 Darr | (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 | Tumpike WRF Part B; HEADworks LS | City of Leesburg | Terry Pollard | (352) 728-9880 | \$1,448,044 | 100% |
| 109 | 45 | Littie 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 Hammert | (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 | Turpke 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 | Ferry 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 Morris | (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) 464-3588 | \$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 Taf Iranipour | (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 Britenza | (561) 747-5700 | \$68,700 | 100% |
| 108 | 07 | Lift Stations 93 & 207 Rehabilitation | Loxahatchee River District | Paul Britenza | (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 | Secord 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 | Self 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 Santi | (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 Britenza | (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 & Filkers 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 Maue | (727) 562-4827 | \$219,085 | 100% |
| 106 25 | | Maytun 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 Maue | (727) 562-4827 | \$2,257,204 | 100% |
| 106 12 | | Tropical Farms Misc Installations | Astaldi Construction Corp. | Saul Inzary | (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 Carini | (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 | | Wimauma 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 | Laumar Communities Lift Station Biocube Filtr | 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 Auel | (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. | | (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 Snyser | (561) 586-1671 | \$209,722 | 100% |
| 105 | 09 | Charlotte County Reuse Ponds | Charlotte County Utilities | Ron Auel | (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 Auel | (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 Snyser | (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 Jerab | (954) 202-3933 | \$455,927 | 100% |
| 104 | 29 | WTP Ammonia Tank Relocation | City of Lake Worth | Walt Snyser | (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 | Innokaalee 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 Sweet | (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 | Innokaalee Water & Sewer Dist | Eva Deyo | (239) 658-3630 | \$598,669 | 100% |
| 104 | 18 | Wastewater System Improvements Ph. 1A | City of Dunnellon | 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 | Rotunda 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 Sweet | (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 Sweet | (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 | Acreage 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) 464-5588 | \$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 | Fla 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 | \$33,399 | 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 Line 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 Prjt | 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 Recieving 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 Prgm | 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 Lanana | 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 | Teamlend 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 | Winthrop Drainage Improvements | Winthrop 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 | CH2M HILL Inc. | Kevin Meyers | (561) 288-1292 | \$5,016 | 100% |
| 95 | 26 | WTP Repairs & Improvements | Village of Golf Utilities | Robert Hungate | (407) 423-0030 | \$5,495 | 100% |
| 95 | 25 | Lift Stations 997, 1053, & 1054 | Palm Beach County 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 | O'Neal Bates | (561) 597-5572 | \$76,825 | 100% |
| 95 | 18 | Restoration of 7 Water Supply Wells | B & B Underground Inc. | Utilities Director | (561) 845-4185 | \$525,730 | 100% |
| 95 | 17 | Well 26/27 Well Equipment & Piping | City of Riviera Beach | Roy Fallon | (561) 575-6234 | \$241,439 | 100% |
| 95 | 16 | Repair Lift Stations 14, 15 & 16 | Village of Tequesta | Paul Webster | (561) 790-5126 | \$56,806 | 100% |
| 95 | 15 | Lift Stations 4, 8, 11, 38 & 48 | Village of Royal Palm Beach | Utilities Director | (561) 845-4185 | \$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" McCalliard | (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 Antiguan 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 Katcelnik | (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 Muniz | (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 | Martin 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 | Okeelanta 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 L.S.'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 | \$86,180 | 100% |
| 91 | 15 | WWTP Base Slab | South Martin Regional Utility | Don Hobbs | (561) 546-2511 | \$85,180 | 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 Undergound 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 Undergound 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 Undergound 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 Undergound 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 WWTP 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 Undergound 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 Undergound 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 | | \$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 Katcelnik | (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 | Jimm 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 17th 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. 14-22 Plantation WTP High Service Pump Station Improvements 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 Plantation WTP High Service Pump Station. The scope of work shall include but may not be limited to the following:

- *Demolition of existing pump motor control centers (MCCs)*
- *Relocation of the existing pump building entrance door and replacement of all exterior doors*
- *Furnishing and installing five (5) new, 100-horsepower horizontal split case pumps and motors on new concrete pump pads*
- *Furnishing and installing new ductile iron suction and discharge piping and associated appurtenances*
- *Furnishing and installing new MCCs for five (5) pumps and variable frequency drives (VFDs) for four (4) pumps in addition to new wiring and other electrical hardware*
- *Furnishing and installing two (2) new 6-ton HVAC units.*

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 \$ **1,423.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this 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 **Base Bid \$Six Hundred & Fifty-Eight Thousand Five Hundred Dollars & XX/Cents (\$658,500.00) + Base Bid Allowance (Permits) Unit Price \$Five Hundred Dollars & XX/Cents (\$500.00) = Total Contract Value \$Six Hundred & Fifty-Nine Thousand Dollars & XX/Cents (\$659,000.00)**. 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:

| Name | Function |
|-------------|-----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this 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 Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of

any claim arising out of or relating to such concealed or unknown condition.

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

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

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

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

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this 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 States, 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 conditions 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 14-22 - - Plantation WTP High Service Pump Station Improvements

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: _____