# CITY OF NAPLES, FLORIDA <br> AGREEMENT <br> (PROFESSIONAL SERVICES) 

## Bid/Proposal No.

Clerk Tracking No.
Project Name

14-012
$14-000 / 1$
Water Treatment Plant Thickener Tank Rehabilitation

THIS AGREEMENT (the "Agreement") is made and entered into this 19th day of February, 2014, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and T.L.C. Diversified, Incorporated, a Florida Profit Corporation, located at: 2719 17 $^{\text {th }}$ Street East; Palmetto, Florida 34221, (the "CONTRACTOR").

WITNESSETH:
WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an (ITB) Invitation to Bid No. 14-012 for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

## ARTICLE ONE

 CONTRACTOR'S RESPONSIBILITY1.1. The Services to be performed by CONTRACTOR are generally described as Water Treatment Plant Thickener Tank Rehabilitation and may be more fully described in the Scope of Services, attached as EXHIBIT A and made a part of this Agreement.
1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.
1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.
1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to
serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.
1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.

### 1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City

 Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.
1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative
with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
(a) The scope of services to be provided and performed by the CONTRACTOR;
(b) The time the CONTRACTOR is obligated to commence and complete all such services; or
(c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

### 2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.
2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

## ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and final completion by September 30, 2014. Time is of the essence with respect to the performance of this Agreement.
3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.
3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.
3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule. Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice to Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with Sec. 8-10.2 of the Florida Department of Transportation Standard Specifications (2010) may be assessed.

## ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is $\$ 297,600.00$ with a CITY contingency amount of $\$ 30,000.00$ for a total of $\$ 327,600.00$ and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as EXHIBIT B and made a part of this Agreement.

## ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

## ARTICLE SIX INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

## ARTICLE SEVEN <br> INSURANCE

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as EXHIBIT C and made a part of this Agreement.

## ARTICLE EIGHT <br> SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

## ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

## ARTICLE TEN <br> TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.
10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the

CONTRACTOR under paragraph 10.3 below.
10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

## ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

## ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

## ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: A. William Moss, City Manager
13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:
T.L.C. Diversified, Incorporated
$271917^{\text {th }}$ Street East
Palmetto, Florida 34221
Attention: Thurston Lamberson, President
FEI/EIN Number: 59-2513308
13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

## ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.
14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.
14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.
14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.
14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as EXHIBIT D.

## ARTICLE FIFTEEN <br> APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

## END OF ARTICLE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

## ATTEST:



Approved as to form and legal sufficiency:

By:


Robert D. Brit, City Attorney

## CITY:

CITY OF NAPLES, FLORIDA, A Municipal Corporation


## CONTRACTOR:

T.L.C. Diversified, Incorporated $27197^{\text {th }}$ Street East
Palmetto, Florida 34221
Attention: Thurston Lamberson, President FEI/EIN Number: 59-2513308
A Florida Profit Corporation


Its: $\qquad$

## EXHIBIT A

## SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are those set out in the City's (ITB) Invitation To Bid No. 14-012, titled Water Treatment Plant Thickener Tank Rehabilitation herein referenced and made a part of this Agreement and the Vendor's Submittal of said Bid 14-012, Exhibit A-1, which is attached and made a part of this Agreement.

## END OF EXHIBIT A



## INVITATION TO BID

CITY OF NAPLES
PURCHASING DIVISION CITY HALL, $7358^{74}$ STREET SOUTH NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

| $\begin{aligned} & \text { мотрисатіок } \\ & \text { DNAR: } \\ & 11 / 29 / 13 \end{aligned}$ | Water Treatment Plant Thickener Tank Rehabilitation | Nuncert 14-012 | ofinine mite a tima: $\begin{aligned} & \text { 12/20/13 } \\ & \text { 2:00 PM } \end{aligned}$ |
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PRE-BID DATE, TIME AND LOCATION: Non-Mandatory Pre-Bid Meeting held Decamber 10; 11:00 AM local time; 380 Riverside Circie, Naples Fir 34102



## PLEASE NOTE THE FOLLOWING:

## $>\quad$ This page must be completed and returned with your bid.

$>\quad$ Bids must be submitted in a sealed envelope, marked with bid number \& closing date.
$>$ Bids received after the above closing date and time will not be accepted.
If you do nat have an email address and you want a copy of the Bid Tab, please enclose a stamped, selfaddressed envelope with your bid.

## REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID
PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

> COMPANY NAME: City of Clearwater, FL ADDRESS: $\quad 100$ S.Myrtle Ave., Clearwater, FL 33758 TELEPHONE: $\quad \frac{727-562-4960 \text { ext. } 7221}{\text { CONTACT PERSON: Nan Bennett }}$ CONTACT E-MAIL ADDRESS: nan.bennett@myclearwater.com

COMPANY NAME:
Martin County utilities, FL
ADDRESS: POB 9000, Stuart, FL 34995
TELEPHONE: 772-223-7943 (Cell:772-260-8244)
CONTACT PERSON: Ted Robbins
CONTACT E-MAIL ADDRESS: trobbins@martin.fl.us

COMPANY NAME: AECOM, Inc.
ADDRESS: $\quad 10$ Patewood Dr..Bldg.VI, Ste. 500 Greenville, SC 29615
TELEPHONE: 864-234-8911 (Cell:864-430-5399)
CONTACT PERSON: Michael Sutton, P.E.
CONTACT E-MAIL ADDRESS: mike.sutton@aecom.com

$$
\begin{aligned}
& \text { TLC Diversified, Inc. } \\
& \text { Exhibit A - Revised Bid Schedule }
\end{aligned}
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City of Naples $14-012$

# City of Naples Water Treatment Thickener Tank Rehabilitation Invitation to Bid 14-012 

Cost Schedule
this suekt must be coafpleted and returned witu bid

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| 2 | General Requirements | LS | 1 |  |  |
| 3 | Thickener Tank Rechatilitation | 15 | 1 |  |  |
| 4 | Concrere Repmir | SF | 600 |  |  |
|  | $2$ |  |  |  |  |
|  | B.ASE. BID TOTAL |  |  |  |  |



Printed Name and Title:
Thurston Lamberson/President
Company Name:
TLC Diversified, Inc.
Address:
2719 17th Street East, Palmetto, FL 34221
Telephone:

$$
941-722-0621
$$

Email: tlamberson@tlcdiversified.com

EIN: 59-2513308

## \# \# \#

## Request for Taxpayer Identification Number and Certification




| Check uppropistes box for foderd thx clasailication: <br>  |  | Exemptiona pee instruetionsp: -: . <br> Exampl payes cosin (NIMA $\qquad$ Examplion from FATCA raporting code (fy any) $\qquad$ |
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|  | $\begin{gathered} \text { Phone \& } F \\ (941) \end{gathered}$ |  |
| City stata, and 2P code FL 34221 Palmetto, FL | (941) | 722-1382 |

## Part 1 Taxpayer Identification Number (TIN)

Enter your TIN in the appropriato box. The TiN provided must match the name given on the "Name" Ine to avoid backup withholding. For individuats, this is your soctal securty munber (SSN). Howaver, for a resident allen, sole propristor, or disregarded entity, see the Part I Instructions on page 3. For oftrer entities, it is your amployer identification number (ENS). If you do not have a number, ses How to get a TN on pege 3.
Note. If the account is in more than one name, see the chast on page 4 for guidelines on whose number to enter.

## Part II- Certification

Under penalties of perfury, I cartity that:

1. The number shown on this form is my correct taxpayer identification number (or 1 arn waiting for a number to be issued to me), and
2. I am not subject to backup withholding becausex (a) I am exempt from backup withholding, or (b) I have not been nolified by the internal Revenus Service (RSS) that I am subfect to backup withhoiding as a resudt of a fallure to report all interest or dividends, or (c) the lRS has notified me that I am no longer subjact to backup withtholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) Indicating that I am axempt from FATCA reporting is correct.

Certification Instructions. You must ogoss out ftem 2 above if you have been notified by the IRS that you are currently subject to backup with holding because you have failed to reporyan incorest and dividends on your tax return. For real eatate transactions, them 2 does not apply. For mortuage interest paid, acquisition or abapdonmpht of secured property, canceltation of debt, contributions to an individual retiremant arrangement (iPA), and generally, payments other than/nteregt and dividends, you are not required to stgon the certification, but you must provide your comect TiN. Ses the trestructions on page 3.
Sign

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| us. person $-X$ |

## General Instructions ${ }^{\text {Th }}$ Lamberson/President

Section references are to the internal Aovenus Code unless otherwhere noted. Future dovelopmemta. The IRS hase created a page on IRS.eov for information ubout Form W-9, at www.ifs. goviws. Information blout ary future devetopmants
 on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your cormct taxpayer identilication number (TN) to roport, for axample, fincome paid to you, peyments mede to you in settsament of payment card and third perty network transactions, reat estate trentactions, mortgaga interest you patd, acouleilition or abandonment of sacurad property, canceliation of debt, or contributions you made to an ARA

Use Form W-9 only if you are a U.S. person (focluding a resident allen), to provide your correct TWN to the person requasting it (the requestar) and, when applicable, to:

1. Certily that the TiN yous are giving is correct for you are walling for a number to be lssued.
2. Certify that you are not subject to backup withhoiding, or
3. Clafm examption from beckup withhoiding If you are a U.S. axempt payee. It epplicmbio, you are also cartifying that as a U.S. person, your allocabla share of Eny partnerahip income from a U.S. trade or business ts not subject to the

## Duth December 13, 2013

withholding tax on farelgn pertrers' shers of affectively connectod meome, and 4. Certify that FATCA codef() enterad on this form (f) eny) indiceting that you ere exernpt from the FATCA reporting, is correct.
Nota. II you are a U.S. person and a requester gives you a form other than Form W-8 to requast your TiN, you must use the requastar's form AR i is substantialy strntar to this Form $W-9$.
Definition of a U.S. person. For fedaral tax purposes, you are considered a U.S. person ll you are:

- An individual who to a U.S. etizen or U.S. resident allen,
- A partnership, corporation, company, or association created or organtzed in tha Unfied States or under the laws of the United States,
- An estate (other than a foralon eatata), or
- A dornestic trual (as defined in Regulationa saction 301.7701-n).

Special rulos for partnershipe. Parinerships that conctuct a trade or businesss in tha Uniked States are gonarally roquired to pay a withholdting tax under section 1448 on any torelgn partners' shars of effectivaly connectod taxabla incomso from such business. Further, in certein cases where a Form $W$-9 has not been reculved, the nules under zaction 1448 require a partnershtp to prosume that a partner is a foraign person, and pay the section 1446 withhoiding tax. Therefore, II you are a U.S. person that ts a perther in a partneiship condveting a trade or business in the United Sistes, provide Form W-9 to the parinership to establish your U.S. status and avoid section 1446 withhodiling on your athere of pertnerstip income.

## ELORIDA TRENCH SAFETY ACI

## CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Fiorida Statutes).
A. The Bidder further acknowledges that the Fiorida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart $P$, as the interim state standard until such time as the state of Florida, through th Department of Labor and Employment Securtit, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florlda or any of its pollical subdivisions.
B. The Bidder, as Contractor, shall comply with all applicable excavationtrench safety standarts.
C. The contractor shall consider the geotectrical data available from the County, if any, the Contractor's own sources, and all other relevant information in ths design of the trench safety system to be employed on the subject Project. The Contractor acknowiedges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system liself.
D. The amounts that the Bidder has set forth for pipe installation Includes the following excavationitrench safety measures and the linear feet of trench excavated under each safely measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, excepl as may be otherwise provided in these Contract Documents.

|  | Trench Safoty Measure (Description) | Units of Measure (LF, SF) |  | Unlt Cost | $\begin{aligned} & \text { Extended } \\ & \text { Cost } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1. | N\|A | N\|A | $N \mid A$ | S N/A | \$ N/A |
| 2. |  |  |  | \$ | \$ |
| 3. |  |  |  | \$ | \$ |
| 4. |  |  |  | \$ | \$ |
| 5. |  |  |  | \$ | \$ |

For Information Only, Not for Payment Purposes
$\$ N / A$
Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared nonresponsive.
E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligalion to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County. if necessary, to comply with the Act (except as otherwise be provided).
F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor dogs it in any way relleve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

THC Diversified, Inc.


## Address:

2719 17th Street East
Palmetto. EL 34221
(941) 722-0621/(941) 722-1382 Telephone/Fax

59-2513308
Federal Employee ID NO. (FEIN)
tlamberson@tlcdiversified.com Emait of Account Representative

## 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. $\qquad$ 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
January 07, 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 City of Naples, FL by:

Thurston Lamberson, President
(print individual's name and title)
for
TLC Diversified, Inc.
(print name of entity submitting sworn statement)
whose business address is
2719 17 $^{\text {th }}$ 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 jointventure 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 sworm 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 $\qquad$ day of January 2014

Personally known to me.


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 natter 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 Fib, 2011


Thurston I amberson President


Joanne R. lambersun
Vice-President

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

$$
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& \text { LindāKaynoore } \\
& \text { Notary Public }
\end{aligned}
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M) Commission Expires: March 20,2012



## STATE OF FLORIDA

DEPARTMENT OF BOSTMESS AND PROFESSIONAF RRGULATION
CONSTRDCTION INDUSTRY IICENSING BOARD
(850)

487-1395

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.myfloridallcense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsietters 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 licensel


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

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCYION TNDOSTRY LTCENSING BOARD 1940 NORME MONROE STREET


FL 34221

Congratulationsi With this license you become one of the nearly one milition Floridians licensed by the Department of Business and Professional Regulation. Our professionais and businesses range from archltects 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.myfloridallicense.com. There you can find more information about our divisions and the reguiations 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 ilcensel


## 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 H 51364 .
I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 28, 2013, and its status is active.

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


Authentication ID: CC2267063797
To authenticate this certificate, visit the following site,enter this ID, and then follow the instructions displayed.
https://efile.sumbiz.org/certauthver.html


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| TLC Diversified, Inc. |  | Exhibit A-1 :: Scope of ServicesBid No. ITB 14-012 |  | 17 of 32 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | TLC Dive | fled, Inc. Eíper |  |  |  |  |
| Job Year | $\frac{\text { Sequence }}{\text { No }}$ | Proiect Name | Owner | Contact | Phone | Controt Amount |  |
| 110 | 28 | Garden Lakes Lift Station Rehab | Garden Lakes Estates HOA |  |  |  | Completa |
|  | 27 | Bonnet Creek Lift Station LS-2 |  | Ed Rappaport | (941) 727-9130 | \$80,964 | 100\% |
| 110 | 26 | Lakeshore Pumping Station | City of Tampa | Dan Paris |  | \$369,995 | 100\% |
| 110 | 25 | WTP \#1 Filter Improvements | City of Ocala | Edward Earnest P. P- | (813) 274-8039 | \$256,949 | 100\% |
| 110 | 24 | Sluice Gate Installation | Manatee County Utilities | Jeff Streimatter | (352) 351-6688 | S641,567 | 100\% |
| 110 | 23 | Water Main Installation (Part I) | Town of Highland Beach | Jeff Streimatter | (941) 708-7450 | 540,971 | 100\% |
| 110 | 22 | Well No. 5 Installation | City of Lake Worth | Jack Lee | (561) 278-4548 | \$12,800 | 100\% |
| 110 | 21 | Annual Lift Station Rehabilit |  | Walt Smyser | (561) 586-1671 | S446,728 | 100\% |
| 110 | 20 | Rehab of Fowler Ave. Pump Station |  | Jeff Streitmatter | (941) 708-7450 | \$129,174 | 100\% |
| 110 | 19 | Elevated Tank Drain Dalve Replacement | Manatee County Utilities | John Hastings | (813) 299-9049 | \$78,585 | 100\% |
| 110 | 18 | Water Treatment Plant Improvements | Manatee County Utilities | Timothy Hochuli | (941) 792-8811 | \$20,399 | 100\% |
| 110 | 17 | Colony Cove \& Pleasant Lake LS | Fla Dept of Corrections | Scott Palmore | (941) 204-5059 | \$88,850 | 100\% |
| 110 | 16 | Master Pump Station SB Rehab |  | Timothy Hochuli | (941) 792-8811 | \$113,644 | 100\% |
| 110 | 15 | NWWRF Reject Water Disposal | City of Temple Terrace | Mike Darrow | (813) 506-6592 | \$748,000 | 100\% |
| 110 | 14 | Largo Rail Replacement | Moss Kelly Inc. | Michael Ryle | (727) 893-7400 | \$479,614 | 100\% |
| 110 | 13 | Indiantown Road Master Lift Station |  | Brian Schutte | (407) 805-0063 | S40,135 | 100\% |
| 110 | 12 | LWR Riverwalk Lift Station Rehab |  | George DeCarlos | (561) 747-5709 | \$112,330 | 100\% |
| 110 | 11 | Lift Station 38A Rehabilitatio | Manatee County Usilitics | Timothy Hooh | (941) 792-8811 | \$78,648 | 100\% |
| 110 | 10 | Dale Mabry AWTP Grit Chamber Rehabilitation |  |  | (941) 792-8811 | \$69,800 | 100\% |
| 110 | 09 | Lift Station 41 Replacement | maty Water Dept | Chuck Har | (813) 272-5977 | \$236,494 | 100\% |
| 110 | 08 | Raw Water Well \#11 \& \#12 | Town of Lantana | Robert Maue | (727) 562-4827 | \$218,409 | 100\% |
| 110 | 07 | Whitfield Park Lift Station Rehabilitat | Manatee County U |  | (561) 540-5758 | \$337,273 | 100\% |
| 110 | 06 | Lift Station 39A Rehabilitation | Manatee County U | Timothy Hochuli | (941) 792-8811 | \$75,407 | 100\% |
| 110 | 05 | Lift Station D Replacement |  | Timothy Hochali | (941) 792-8811 | \$109,734 | 100\% |
| 110 | 04 | Slurry Pump Replacement | Town of Longboat Key | Juan J. Florensa | (941) 316-1988 | \$1,364,729 | 100\% |
| 110 | 03 | T.B. Williams WTP Filter Improvements |  | Timothy Hochuli | (941) 792-8811 | \$56,773 | 100\% |
| 110 | 02 | Lift Station \#7 Modifications | City of Sarasota | attia | (863) 834-8316 | \$399,251 | 100\% |
| 110 | 01 | University Commons Water Main Extension | Manatee County U |  |  | \$17,000 | 100\% |
| 109 | 51 | Elwood Park WBPS Check Valve Replacement | Manatee County Utilities | Timoth | (941) 792-8811 | \$97,586 | 100\% |
| 109 | 50 | SSNOCWTA Annual Contract for LSs II | SSNOCWTA |  | (941) 792-8811 | \$27,134 | 100\% |
|  | 49 | Pump Station \#5 improvements | Sarasota County Goverment | Stephen F. Milier | (407) 628-3419 | \$556,323 | 100\% |
| 109 | 48 | Marshal \& East APCF Chlorine Gas Conversion | City of Clearwater | Gene Alicn | (941) 232-5261 | \$620,055 | 100\% |
|  | 47 | Lift Station 30-AA Rehab | Manatee County Utilities | Timothy Hochuli | (27) 562-4827 | \$665,259 | 100\% |
| 109 |  | Tumpike WRF Part B; HEadworks LS | City of Leesburg | Terry Polland |  | 9,08 | 100\% |
| 109 |  | Little Manatee River State Park WIP Upgrades | FDEP Parks \& Rec | Tery Pollard | - | \$1,448,044 | 100\% |
| 109 |  | Lift Station 61/Pasadena Master Rehab | rs |  | (3) 480-5372 | 5158,934 | 100\% |
| 109 |  | Pump Station 14, 21 and 36 Rehabilitation | City of Tamarac | Michael Ryle | (727) 893-7400 | S667,307 | 100\% |
| 109 |  | Sabal Palms Lift Station Rehab | Manatee County Utilities |  | (954) 597-3758 | \$240,698 | 100\% |
| 109 |  | Lithia WTP Conversion to Sodium Hupochlorite | Hillsborough County Water Dept | Chuck Hammett | (941) 792-8811 | \$93,900 | 100\% |
| 109 |  | Manhole Lift Stations Rehab Annual Contract | Town of Longboat Key | Juan J. Florensa | (941) 316-1988 | \$213,101 | 100\% |

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Lincoln Property Co．
 Town of Manalapan Manatee County Utilities

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| TLC Diversified, Inc. | Exhibit A-1 :: Scope of Services Bid No. ITB 14-012 |  | 24 of 32 |  |  |  |
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|  | TLC Diversi |  |  |  |  |  |
| $\frac{\text { Job Year Sequenca }}{\text { No }}$ | Prolect Name | Owner | Contax | Phont | Contrast Amount |  |
| 10109 | Westfield/Coronado Lift Stations Rehab |  |  |  |  | Crmplata |
| 10108 | Flamingo Drive Lift Station Rehabilitation | Manatee County Utilities | Charies Sweat <br> James P. Lame | (407) 629-6900 | \$124,051 | 100\% |
| 10107 | Sarasota/Manatee Interconnect Metering |  | Jeff Weber | (941) 708-7450 (941) 951-5760 | \$53,599 | 100\% |
| 10106 |  | Pinellas County Utilities | Jefi Weber | (941) 951-5760 | S404,156 | 100\% |
| 10105 | Modifications to Lift Station \#3 | Pinclias County Utilities | Wayne Koch, P.E. | (727) 464-3588 | \$323,383 | 100\% |
| 10104 | Davis Islands Pump Station Rehabilitation |  | Gary Anderson | (727) 347-4171 | \$129,952 | 100\% |
| 10103 | WTP Immediate Improvements |  | Eric A. Weiss, P.E. | (813) 274-8039 | 599,565 | 100\% |
| 10102 | Polo Drive Stormwater Pump Station |  | Rigo Muniz | (941) 983-8121 | S30,946 | 100\% |
| 10101 | Annual Agreement for W \& WWTP | Town of Gulf Strea | Bill Thrasher | (561) 226-5116 | \$417,166 | 100\% |
| 10017 | Meadowood WWTP Modifications Phase II | Ounty Utilities | Ted Robbins | (772) 221-1442 | \$3,875,880 | 100\% |
| 10016 | Lift Station \#10 Improvements | Sarasota County Goverm | Jeff Weber | (941) 951-5760 | \$156,800 | 100\% |
| 10015 | Local Pump Station Rehabilitat |  | Tommy Cone | (561) 992-1636 | \$93,399 | 100\% |
| 10014 | Lift Stations B-1 \& C-2 |  | Walt Smyeer | (561) 586-1671 | \$1,154,939 | 100\% |
| 10013 | Belcher Road Water Sto | City | Chris Doherty | (954) 561-6280 | \$639,358 | 100\% |
| 10012 | Rehab |  | Tom Burke | (727) 298-3186 | \$1,421,600 | 100\% |
| 10011 | Lift Station \#12 Improvemen | Manatee County Utilities | Timothy Hochuli | (941) 792-8811 | \$253,460 | 100\% |
| 10010 | Lift Station \#1 Improvements |  | Tommy Cone | (561) 992-1636 | \$89,450 | 100\% |
| 10009 | Tidevue Master Lift Station |  | Tommy Cone | (561) 992-1636 | \$117,788 | 100\% |
| 10008 | Indiantown WWTP Lime Stabilization Facility |  | Timothy Hochuli | (941) 792-8811 | \$457,646 | 100\% |
| 10007 | Well 13 Wellhead Replacement | (own | Jim Hewitt | (561) 597-2201 | S339,950 | 100\% |
| 10006 | Sludge Pond Clea | Vilage of Royal Paim Beach | Paul Webster | (561) 790-5126 | \$93,600 | 100\% |
| 10005 |  | Village of Goif Utilities | Ron Lupo | (561) 732-0236 | 54,950 | 100\% |
| 10004 | Wet Well Installation | Town of Jupiter | Gary Trudeau | (561) 746-8343 | S204,240 | 100\% |
| 10003 | Rehabilitation of |  | Mike Hoitzler | (561) 791-7561 | \$25,125 | 100\% |
| 10002 | Lift Station Rehabilitation Program | Village of Wellington | Oliver Mitchell | (561) 791-4735 | \$32,358 | 100\% |
| 10001 | Lift Station Rehabilitation Program Ph | Town of Briny Breezes | Don Faron | (561) 276-7405 | \$153,145 | 100\% |
|  | Village of Golf Emergencies - 2000 | Village of Golf Utilities | Ron Lupo | (561) 732-0236 | \$10,284 | 100\% |
| 9924 | Ave. U Master Lift Station Improvements | City of Riviera Beach | Utilities Director | (561) 845-4185 | \$398,929 | 100\% |
| 9923 | Rehabilitation of Lift Staton \#1 | Village of Royal Palm Beach | Paul Webster | (561) 790-5165 | S42,000 | 100\% |
| 9922 | WTP Improvements, Transfer Pumps | City of Belle Glade | Tommy Cone | (561) 992-1648 | \$208,104 | 100\% |
| 9921 | Filter Media Replacement | Hungerford \& Terry, Inc. | Anthoay Kormann | (856) 881-3200 | \$13,500 | 100\% |
| 9920 | Pump Station \#9 Conversion | City of South Bay | Rigo Muniz | (561) 996-0520 | \$97,900 | 100\% |
| 9919 | Filter Rehabilitation Project | City of Margate | Rick Van Acker | (954) 972-0828 | \$71,735 | 100\% |
| 9918 | Riverview Pump Station Improvements | Hillsborough County Water Dept | Charles E. Hammett | (813) 272-5977 | \$503,664 | 100\% |
| 9917 | Water Treatment Plant Improvements | Village of Royal Palm Beach | Paul Webster | (561) 790-5126 | \$740,050 | 100\% |
| 9916 | Lake Howard Alum Storm Water Treatment Prjt | City of Winter Haven | Jonathan Adamson | (863) 291-5766 | \$281,538 | 100\% |
| 9915 | Well \#21 Equipment \& Raw Water Main | Village of Wellington | Oliver Mitchell | (561) 791-4010 | \$133,514 | 100\% |
| 9914 | Backwash Line Replacement | Loxahatchee River District | Paul Brienza | (561) 747-5700 | \$32,701 | 100\% |
| 9913 | Flow Meter Installation | South Martin Regional Utility | Don Hobbs | (561) 546-2511 | \$3,600 | 100\% |
| 9912 | Rehabilitation of Four Clarifiers at WWTP | Ft. Pierce Utilities Authority | Bill Thiess | (561) 466-1600 | \$801,496 | 100\% |
| 9911 | Improvements to Lift Station 11 | City of Belle Glade | Tommy Cone | (561) 992-1636 | \$81,353 | 100\% |

 Job Year
Exhibit A-1 :: Scope of Services


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 웅 웅 \% 응 (561) 732-0236 (561) 340-3500
(561) 659-8088


| ibit A-1 :: Scope of Services |  |  |  |  |  |  |
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| Job Year Sequence |  | Hed Inc. Ṅi | mechat | (6) ${ }^{\text {a }}$ |  |  |
|  | Proiect Nams | Owner | C |  |  |  |
|  |  |  | contic | Phon: | Contrat Amount |  |
| 9501 | FPL Wier Modifications | W.W. Gay Mech | Ron Roberto |  |  | Crinnita |
| 9424 | Royal Antiguan Lift Station | RAB Marketing/Pineap | Ron Roberts | (954) 388-2696 | \$170,800 | 100\% |
| 9423 | Spruce Ave. Drainage Improvernents | C |  |  | \$7,531 | 100\% |
| 9422 | "The Reserve" Lift Station Wet Well |  | Ken Reardon | (561) 659-8088 | \$174,667 | 100\% |
| 9421 | Design/Build Sheet Pilings |  | Steve Reed | (561) 468-4653 | S11,736 | 100\% |
| 9420 | Raw Water Wells \#10 \& \#11 | City of Pembrok | Dean Dickey | (954) 888-6000 | 598,346 | 100\% |
| 9419 | Ibis Master \& LS \#84 Rehabilitation | City of Pembroke Pines | John Katoelnik | (954) 435-6721 | \$440,145 | 100\% |
| $94 \quad 18$ | Belle Glade WWTP Expansion | City of West Palm Beach <br> City of Belle Glade | Ken Reardon | (561) 659-8088 | \$53,852 | 100\% |
| $94 \quad 17$ | WTP \#5 Demolition | City of Belle Glade | Tommy Cone | (561) 992-1636 | S759,882 | 100\% |
| 9416 | FAU Litt Station Wet Well |  | Bill Scott | (561) 832-2831 | \$5,460 | 100\% |
| $94 \quad 15$ | South Bry Growers Lift Station | City of South |  |  | \$14,980 | 100\% |
| 9414 | Cypress 4A-1 Weir Modifications | So, Fl Water Man | Rigo Mumiz | (863) 983-1454 | \$31,972 | 100\% |
| $94 \quad 13$ | High Service Pump Replacement \#5 | So. Fl. Water Management | Nick Cretis | (561) 686-8800 | \$36,786 | 100\% |
| $94 \quad 12$ | Southern Gardens Citnus WWTP Removal | Southem Gardens Cimus | Jim Lance | (561) 627-2900 | \$87,934 | 100\% |
| 9411 | Homestead Lift Stations \& Force Main | Southern Gardens Citrus <br> City of Homestead | Lawrence D. Worth | (813) 983-8121 | \$648,338 | 100\% |
| 9410 | Pump Stations 963 \& 964 Modifications |  | Ken Pec | (305) 247-1801 | \$296,647 | 100\% |
| 9409 | Martin County Emergency Repairs | Paim Beach County Utilities | Jorge Joramillo | (561) 641-3429 | \$155,392 | 100\% |
| 9408 | Village of Golf Emergencies - 94 |  | Ted Robbins | (772) 221-1442 | \$12,057 | 100\% |
| 9407 | WTP Handrail \& Grating Replacement | City of West Palm Beach | Ron Lupo | (561) 732-0236 | \$20,157 | 100\% |
| 9406 | Tequesta Storage Tank Repairs | City of West Paim Beach | Ken Reardon | (561) 659-8088 | \$388,605 | 100\% |
| 9405 | Wellington Edge Litt Station | Eden's Construction | Roy Fallon | (561) 575-6234 | \$2,000 | 100\% |
| 9404 | Rehab of Lift Stations 16 \& 17 |  | Dennis Miller | (561) 996-6882 | \$5,150 | 100\% |
| 9403 | Rehab of Lift Stations 4, 7, \& 11 | City of Pompano | James T. Moore | (954) 597-3750 | \$165,251 | 100\% |
| 9402 | Rehab of Lift Stations 3 \& 6 | City of Pompano Beach | James B. Harrison | (954) 786-4061 | \$189,376 | 100\% |
| 9401 | Vista Salemo THM Removal Project | Martin County Utilities | James B. Harrison | (954) 786-4061 | S117,321 | 100\% |
| 9316 | WPB Aerial Canal Crossing | City of West Pam Beac | Ted Robbins | (772) 221-1442 | 369,613 | 100\% |
| 9315 | Peele-Dixie WTP Raw Water Aeration | City of West Paim Beac | Ken Reardon | (561) 659-8088 | \$18,314 | 100\% |
| 9314 | Tequesta Well Addition | Village of Laverda | Tin | (954) 771-0880 | \$318,084 | 100\% |
| 9313 | Chlorine Building Addition | Village | Roy Fallon | (561) 575-6234 | 592,425 | 100\% |
| 9312 | Emergency Repairs | Viliage of Golf Utilities | Ron Lupo | (561) 732-0236 | \$34,237 | 100\% |
| 9311 | Riviera Beach WTP Improvements | City of West Paim Beach | Ken Reardon | (561) 659-8088 | \$7,716 | 100\% |
| 9310 | Seacoast Lift Stations 1 \& 2 | City of Riviera Beach | Utilities Director | (561) 845-4185 | \$274,093 | 100\% |
| 9309 | Seacoast Lift Station 24 | Seacoast Utulity Authority | Jim Lance | (561) 627-2900 | \$68,499 | 100\% |
| 9308 | Vero Beach Puil Boxes | Seacoast Utility Authority | Jim Lance | (561) 627-2900 | \$94,850 | 100\% |
| 9307 |  | Cannon Construction Company | Richand Grammer | (601) 833-0077 | \$17,042 | 100\% |
| 9306 | Old Port Cove Storm Drain | Quantum-Simon, Inc. | Joseph C. Stallsmith | (317) 263-7958 | \$6,600 | 100\% |
| 9305 | Tequesta Pove Storm Drain | Old Port Cove Condo Assoc | "Mac" McGalliard | (561) 626-0510 | \$10,828 | 100\% |
| 9304 | Tequesta Hydro Tank | Village of Tequesta | Roy Pallon | (561) 575-6234 | \$75,449 | 100\% |
|  | Addition | City of West Palm Beach | Ken Reardon | (561) 659-8088 | \$355,117 | 100\% |
| 9303 | Village of Golf Emergencies - 93 | Village of Golf Utilities | Ron Lupo | (561) 732-0236 | \$5,566 | 100\% |
| 9302 | Golf Lift Stations Q2 \& Q5 | Village of Golf Utilities | Ron Lupo | (561) 732-0236 | \$80,955 | 100\% |




## Sanderson Vactor Project

 Sailfish Point Vactor
Royal Palm Beach Vactor School GGG Lift Station Riviera Beach Lift Stations Martin County Bar Screen Melboume Lift Stations Rehab Lantana Master Pump Station \& Plant Okeechobee WWTP Expansion Lift Station \#55 Village of Golf WTP Mods Broward Lift Stations Colonial Filters Estates of Lake Clarke Shrs Indiantown Curbing Deerfield L.S. \#5 Deerfield L.S. \#5
Lost Tree Village

City of P
Indian R
Indian River County Utilities
City of West Palm Beach
Seacoast Utility Authority
Okeechobee Utility Authority City of Vero Beach

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\begin{aligned}
& \text { Contert } \\
& \text { John Katcelnik } \\
& \text { Steve Doyle } \\
& \text { Ken Reardon } \\
& \text { Jim Lance } \\
& \text { John Hayford, P.E. } \\
& \text { Utilities Director }
\end{aligned}
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SUBMISSION CHECKLIST
Bidder should check off each of the following items as completed and submit with bid response:

| CHECKLIST ELEMENTS | INCLUDED |
| :---: | :---: |
| - Submit one (1) original signature and one (1) copy of your ariginal bid proposal / document AND a Windows 0 compatible PDF of the original docurnent on a CD that is clearly labeled. | X |
| - Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation. | X |
| - Include any delivery information. | X |
| - Mandatory FORMS from this document to be included are: Cover Sheet, References Sheet, Submission Checklist Sheet, and Cost / Compensation Schedule. | X |
| - Have an authorized individual sign the appropriate pages including the Cover Sheet with any bid addendums initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor. | X |
| - Bid proposal / document needs to be received by the OPENING DATE \& TIME indicated on the Cover Sheet. The mailing envelope must be addressed to: <br> City of Naples <br> Purchasing Division <br> $7358^{\text {dih }}$ Street South <br> Naples, Florida 34102 | x |
| The mailing envelope should be sealed and marked with: BID Number: <br> BID Title: <br> BID Opening Date: | X |

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

## EXHIBIT B

## BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment as indicated in Exhibit B-1, which is attached and made part of this Agreement.

## END OF EXHIBIT B

| Na | Deacription | Unis | Orantix | Unt Price | Tek |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Moblitantion/Demobilltation | 15 | 1 | 8,000 | 8,000 |
| 2 | Geoperal Requirements | LS | 1 | 20,000 | 20,000 |
| 3 | Thickeaer Mecthantan Repabliftation | LS | 1 | 220,000 | 230,000 |
| 4 | Thickener Tank Conthes - ${ }^{\text {a }}$ | 18 | 1 | 40,000 | -40,000 |
| 5 | Coserete Repair | SF | 600 | 16 | 9,600 |
|  | BASE BID TOTAL | 6297,600.00 |  |  |  |

# City of Naples <br> Water Treatment Thickener Tank Rehabilitation Invitation to Bid 14-012 

Cost Schedule


| No. | Desertition | Tinlt | O4antite | Colt Prise | Total |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | - |  |  |
| 1 | Aloblilization/Demobilization | - 25 | 1 |  |  |
| 2 | General Requirements | 83 | 1 |  |  |
| 3 | Thickraer Tank Remmilliation | LS | 1 |  |  |
| 4 | Concreve Repaif | SF | 800 |  |  |
|  | - |  |  |  |  |
|  | B.ASE. BID TOTAL. |  |  | T |  |

CONTACT INFORMATION

| Printed Name and Title: |
| :--- |
| Thurston Lamberson/President |
| Company Name: $\quad$ TLC Diversified, Inc. |
| Address: 2719 17th Street East, Palmetto, FL 34221 |
| Telephone: $941-722-0621$ |
| Email: $\quad$ tlamberson@tlcdiversified.com |
| EIN: $\quad 59-2513308$ |

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## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than $\$ 1,000,000$ annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples<br>735 Eighth Street South<br>Naples, Florida 34102<br>No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

The Certificate must state the bid number and title.
When using the ACORD 25 - Certificate of Insurance only the most current version will be accepted.
The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.
[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1through C__]

## EXHIBIT D

## CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the President of the T.L.C. Diversified, Incorporated company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.
2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form l-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.
3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.
4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.
5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.
6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.
7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.


## ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MANATEE
SWORN TO AND SUBSCRIBED before me this $\quad 28^{\text {th }}$ day of January
$\qquad$ 2014.

The Affiant, Thurston Lamberson/President, is [ $X$ ] personally known to me or [ ] has produced
$\qquad$ as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.

Linda Kay Moore
Print Name:


OF FLORIDA
Commission Number: EE 168648
My Commission Expires: 03/20/2016
(Notary Seal)



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