

SECTION V

CONTRACT DOCUMENTS

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Bond No.: _____

PUBLIC CONSTRUCTION BOND

(1)

This bond is given to comply with § 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in subsections (2) and (10).

Pursuant to § 255.05(1)(b), Florida Statutes, “**Before commencing the work or before recommencing the work after a default or abandonment, the contractor shall provide to the public entity a certified copy of the recorded bond.** Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph.”

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
TLC Diversified, Inc.		City of Clearwater
<u>[name]</u>	<u>[name]</u>	Public Utilities
2719 17 TH Street East		Engineering
Palmetto, FL 34221		100 S. Myrtle Avenue
<u>[principal business address]</u>	<u>[principal business address]</u>	Clearwater, FL 33756
941-722-0621		(727) 562-4750
<u>[phone number]</u>	<u>[phone number]</u>	

PROJECT NAME: East Water Reclamation Facility Screw Pump

PROJECT NO.: 22-0028-UT

PROJECT DESCRIPTION: Replace three existing open screw pumps, grease pumps, motors, and appurtenances as required by the Contract Documents. Refurbish the existing three slide gates located adjacent to the existing screw pumps as required by the Contract Documents. Modify the existing electrical system including new electrical conduit, wire, starter panels; modify the existing motor control center; reconnect proposed signal wiring to the existing control panel and supervisory control and data acquisition (SCADA) system to match the existing; and other improvements to the screw pumps as required by the Contract Documents. Provide coating systems as indicated in the Contract Documents and expansion joint and crack injection repair on the screw pump concrete structure. Any other items indicated within the Contract Documents.

BY THIS BOND, We, _____, as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$3,184,500.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the contract dated _____, between Contractor and Owner for construction of **East Water Reclamation Facility Screw Pump** the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond,

SECTION V – Contract Documents

- Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(2)

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and
4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and
5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.
6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.
7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

(If sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

TLC Diversified, Inc.

By: _____
 Title: _____
 Print Name: _____

WITNESS:

WITNESS:

 Corporate Secretary or Witness
 Print Name: _____

 Print Name: _____

(affix corporate seal)

(Corporate Surety)

By: _____
 ATTORNEY-IN-FACT
 Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this ____ day of _____, 20____ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and _____, of the City of _____ County of _____ and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This **CONTRACT** made and entered into this ____ day of _____, 20____ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and _____, a/an _____ (State) Corporation authorized to do business in the State of Florida, of the City of _____ County of _____ and State of _____, hereinafter designated as the "Contractor".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

PROJECT NAME: East Water Reclamation Facility Screw Pump

PROJECT NO.: 22-0028-UT

in the amount of \$ 3,184,500

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

CONTRACT

(2)

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, City Clerk, AT Rosemarie.Call@myclearwater.com, 727-562-4092, 600 Cleveland St. Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

CONTRACT

(4)

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

**CITY OF CLEARWATER
IN PINELLAS COUNTY, FLORIDA**

By: _____ (SEAL)
Jennifer Poirrier
City Manager

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
Bruce Rector
Mayor

Approved as to form:

Jerrod Simpson
Senior Assistant City Attorney

Contractor must indicate whether:

_____ Corporation, _____ Partnership, _____ Company, or _____ Individual

(Contractor)

By: _____ (SEAL)
Print Name: _____
Title: _____

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit.**

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: City of Clearwater PROJECT NAME: **East Water Reclamation Facility Screw Pump**
Public Utilities PROJECT NO.: **22-0028-UT**
Engineering
100 S. Myrtle Ave. CONTRACT DATE: [REDACTED]
Clearwater, FL 33756 BOND NO.: [REDACTED], recorded in O.R. Book [REDACTED],
Page [REDACTED], of the Public Records of Pinellas County, Florida.

CONTRACTOR: [REDACTED]

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

[insert name of Surety]
[address]
[address]

,SURETY,

on bond of

[insert name of Contractor]
[address]
[address]

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Surety of any of its obligations to

City of Clearwater
Public Utilities Engineering
100 S. Myrtle Ave.
Clearwater, FL 33756

,OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this ____ day of _____, _____

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):

ORIGINAL

SECTION V - Contract Documents

PROPOSAL/BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, TLC Diversified, Inc. as Contractor, and Westfield Insurance Company P. O. Box 5001, Westfield Center, OH 44251 as Surety, whose address is 2719 17th Street East, Palmetto FL 34221 are held and firmly bound unto the City of Clearwater, Florida, in the sum of Ten Percent Dollars (\$ 10%) (being a minimum of 10% of Contractor's total bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of TLC Diversified, Inc. as Contractor, and Westfield Insurance Company as Surety, for work specified as: East Water Reclamation Facility Screw Pump / Project #22-0028-UT

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Public Construction Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Proposal/Bid Bond will be paid to the City as stipulated or liquidated damages.


Principal must indicate whether:

☒ Corporation, ☐ Partnership, ☐ Company, or ☐ Individual

Signed this 8th day of May, 2024

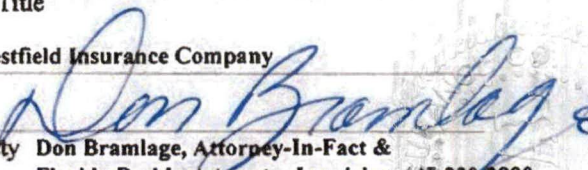
TLC Diversified, Inc.

Contractor


Principal

By: Eric Macek/VP of Pre-Construction
Title

Westfield Insurance Company

By: 
Surety Don Bramlage, Attorney-In-Fact & Florida Resident Agent - Inquiries: 407-330-3990

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation - provide Affidavit.

General
Power
of Attorney

POWER NO. 0994592 00

**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
DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of SANFORD 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 cancelling 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, 2020).

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 20th day of FEBRUARY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 20th day of FEBRUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; 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



State of Ohio
County of Medina ss.:

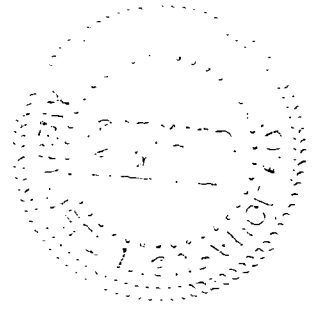
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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 8th day of May A.D., 2024.



Frank A. Carrino, Secretary



AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA)

COUNTY OF MANATEE)

DeAnna Justus, being duly sworn, deposes and says that he/she is Secretary of TLC Diversified, Inc. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

2719 17th Street East Palmetto Manatee FL 34221
(Street & Number) (City) (County) (State)

Affiant further says that she is familiar with the records, minute books and by-laws of TLC Diversified, Inc.
(Name of Corporation)

Affiant further says that Eric Macek is VP of Pre-Construction
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for East Water Reclamation Facility Screw Pump or said corporation by virtue of Resolution of Board of Directors / February 05, 2022
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

X DeAnna Justus

DeAnna Justus / Secretary

Affiant

Sworn to before me this 8th day of May, 2024.

Linda Kay Moore
Notary Public



Linda Kay Moore
Type/print/stamp name of Notary

Notary Public / HH 503395
Title or rank, and Serial No., if any

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF MANATEE)

Eric Macek being, first duly sworn, deposes and says that he is
VP of Pre-Construction of TLC Diversified, Inc.,
 the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that
 said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder
 on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly,
 with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and
 has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or
 conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit
 or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of
 Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements
 contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly
 submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association
 or to any member or agent thereof.

X 54
 Affiant Eric Macek/VP of Pre-Construction

Sworn to and subscribed before me this 8th day of May, 2024.

Linda Kay Moore
 Notary Public Linda Kay Moore



PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

East Water Reclamation Facility Screw Pump 22-0028-UT

and doing such other work incidental thereto, all in accordance with the contract documents, marked

East Water Reclamation Facility Screw Pump 22-0028-UT

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Public Construction Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.


CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: East Water Reclamation Facility Screw Pump 22-0028-UT

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. <u> 1 </u>	Date: <u> 04/12/2024 </u>
Addendum No. <u> 2 </u>	Date: <u> 04/22/2024 </u>
Addendum No. <u> </u>	Date: <u> </u>
Addendum No. <u> </u>	Date: <u> </u>
Addendum No. <u> </u>	Date: <u> </u>
Addendum No. <u> </u>	Date: <u> </u>
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Addendum No. <u> </u>	Date: <u> </u>
Addendum No. <u> </u>	Date: <u> </u>
Addendum No. <u> </u>	Date: <u> </u>

 TLC Diversified, Inc.
(Name of Bidder)

 X 
(Signature of Officer)

 Eric Macek/VP of Pre-Construction
(Title of Officer)

 May 08, 2024
(Date)

BIDDER'S PROPOSAL**PROJECT:** East Water Reclamation Facility Screw Pump 22-0028-UT**CONTRACTOR:** TLC Diversified, Inc.**BIDDER'S GRAND TOTAL:** \$ 3,184,500 (Numbers)**BIDDER'S GRAND TOTAL:** Three Million, One Hundred Eighty Four Thousand, Five
Hundred and Zero Cents.

(Words)

	BID ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization and General Conditions (not to exceed 8% of the Base Bid)	1	LS	\$ 251,000.00	\$ 251,000.00
2	Screw Lift Station Upgrades	1	LS	\$ 2,424,000.00	\$ 2,424,000.00
3	Refurbishment of Slide Gates	1	LS	\$ 144,000.00	\$ 144,000.00
4	Crack Repair	300	LF	\$ 210.00	\$ 63,000.00
5	Spall Repair	15	SF	\$ 500.00	\$ 7,500.00
6	Expansion Joint Repair	75	LF	\$ 80.00	\$ 6,000.00
7	Owners Contingency	1	LS	\$ 289,000.00	\$ 289,000.00
	Total Bids (1-7)				\$ 3,184,500.00
	Deductive Bid Alternate				
A.	Slide Gate Replacement	1	LS		\$ -
6	Individual Bypass	1	LS		\$ -
7	Omitting Concrete Repair of Effluent Channel	1	LS		\$ -
	SUBTOTAL				

	TOTAL CONTRACT				\$ 3,184,500.00
--	-----------------------	--	--	--	--------------------

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

X 
Authorized Signature
Eric Macek

Printed Name
VP of Pre-Construction

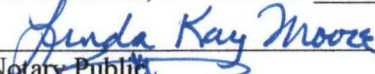
Title
TLC Diversified, Inc.

Name of Entity/Corporation

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 8th day of May, 2024, by Eric Macek (name of person whose signature is being notarized) as the VP of Pre-Construction (title) of TLC Diversified, Inc. (name of corporation/entity), personally known to me as described herein Eric Macek/VP for TLC, or produced a N/A (type of identification) as identification, and who did/did not take an oath.


Notary Public
Linda Kay Moore

Printed Name

My Commission Expires: March 20, 2028

NOTARY SEAL ABOVE



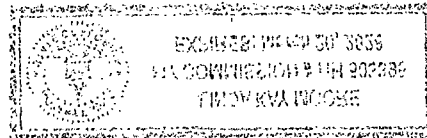


EXHIBIT 100-307 3836

U.S. DEPARTMENT OF JUSTICE

OFFICE OF THE INSPECTOR GENERAL

U.S. DEPARTMENT OF JUSTICE

OFFICE OF THE INSPECTOR GENERAL

U.S. DEPARTMENT OF JUSTICE

OFFICE OF THE INSPECTOR GENERAL

U.S. DEPARTMENT OF JUSTICE

OFFICE OF THE INSPECTOR GENERAL

U.S. DEPARTMENT OF JUSTICE

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST
CERTIFICATION FORM

PER SECTION III, ITEM 25, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

X 

Authorized Signature

Eric Macek

Printed Name

VP of Pre-Construction

Title

TLC Diversified, Inc.

Name of Entity/Corporation

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 8th day of May, 2024, by Eric Macek (name of person whose signature is being notarized) as the VP of Pre-Construction (title) of TLC Diversified, Inc. (name of corporation/entity), personally known to me as described herein Eric Macek/VP for TLC, or produced a N/A (type of identification) as identification, and who did/did not take an oath.


Notary Public

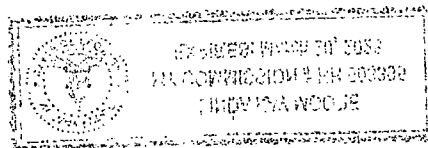
Linda Kay Moore

Printed Name

My Commission Expires: March 20, 2028

NOTARY SEAL ABOVE





EX-100-100000-100000

EX-100-100000-100000



EX-100-100000-100000

EX-100-100000-100000

EX-100-100000-100000

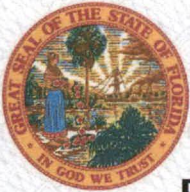
EX-100-100000-100000

Dalas Hampton Lamberson
TLC DIVERSIFIED INC
2719 17th St E
Palmetto, FL 34221

	COMPETENCY CARD Pinellas County Construction Licensing Board	
CERTIFIED		
Dalas Hampton Lamberson TLC DIVERSIFIED INC		
LOCAL REGISTRATION #:	<u>I-CGC1534995</u>	
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED LIABILITY AND WORKERS' COMPENSATION INSURANCE WITH THIS BOARD		
IN GOOD STANDING UNTIL:	<u>September 30, 2024</u>	
DATE OF ISSUANCE:	<u>April 16, 2024</u>	

ERIC MACEK
TLC DIVERSIFIED, INC.
2719 17TH STREET EAST
PALMETTO, FL 34221

	COMPETENCY CARD Pinellas County Construction Licensing Board	
CERTIFIES		
ERIC MACEK TLC DIVERSIFIED, INC.		
LOCAL REGISTRATION #:	<u>I-CUC1225581</u>	
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED LIABILITY AND WORKERS' COMPENSATION INSURANCE WITH THIS BOARD		
IN GOOD STANDING UNTIL:	<u>September 30, 2024</u>	
DATE OF ISSUANCE:	<u>March 15, 2024</u>	



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAMBERSON, DALAS HAMPTON

TLC DIVERSIFIED, INC.
2719 17TH ST EAST
PALMETTO FL 34221

LICENSE NUMBER: CGC1534995

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/20/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MACEK, ERIC

TLC DIVERSIFIED, INC.
2719 17TH STREET EAST
PALMETTO FL 34221

LICENSE NUMBER: CUC1225581

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	TLC Diversified, Inc.
Company Facility Address	2719 17th St E Palmetto, FL 34221
Company Alternate Address	2719 17th St E Palmetto, FL 34221
County or Parish	Manatee
Employer Identification Number	59-2513308
North American Industry Classification Systems Code	Construction Of Buildings (236)
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number:378981

Client Company ID Number:1853660

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Florida	1
---------	---

Company ID Number:378981

Client Company ID Number:1853660

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lauren McGovern
Phone Number	(941) 722-0621
Fax Number	
Email Address	lmcgovern@tlcdiv.com

SECTION E – BID SUBMITTAL FORM**FLORIDA TRENCH SAFETY ACT****CERTIFICATION AND DISCLOSURE STATEMENT**

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

- A. The Bidder further acknowledges that the Florida 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 its Department of Labor and Employment Security, 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 Florida or any of its political subdivisions.
- B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety 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, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	N/A	N/A	N/A	\$ 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 non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation 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 does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

TLC Diversified, Inc.

Company Name


Name and Title Eric Macek/VP of Pre-Construction

Address:

2719 17th Street East
Palmetto, FL 34221

(941) 722-0621 / (941) 722-1382

Telephone/Fax

59-2513308

Federal Employee ID NO. (FEIN)

emacek@tlcdiv.com

Email 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. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of chapter 893, Florida Statutes, as amended from time to time, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

TLC Diversified, Inc.



Bidders Signature
Eric Macek, VP Pre-Construction

May 08, 2024

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 Clearwater, FL by:

Eric Macek, VP Pre-Construction
(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 e

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.

TLC Diversified, Inc.



(Signature)

Eric Macek, VP Pre-Construction

Sworn to and subscribed before me this 8th day of May, 2024

Personally known to me.

Notary Public – State of Florida



(Signature of Notary)

Linda Kay Moore

Notary Stamp:



UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS OF TLC DIVERSIFIED INC.

February 5, 2022

The undersigned, being the sole shareholder and director of the TLC Diversified Inc., a Florida corporation (the "Company"), hereby consent to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned desire to have the Company continue to bid on projects from time to time and further desire to designate which of its officers have the authority to execute and deliver such bids;

NOW, THEREFORE, BE IT RESOLVED, that the following officers (the "Authorized Officers") be and each hereby is authorized, empowered and directed, in the name and on behalf of Company, to: (i) to execute and deliver bids for construction projects from time to time and (ii) negotiate, finalize and enter into, execute and deliver such bids and contracts related thereto, with such additions, deletions or other modifications deemed by such Authorized Officer to be necessary, advisable or appropriate:

Name of Officer

Dalas Lamberson
Deanna Justus
Eric Macek
Robert LaChance
Mark Selph

Offices

Chief Executive Officer and President
Secretary
Vice President of Pre-Construction
Construction Manager
Vice President of Operations

FURTHER RESOLVED, that each such Authorized Officer be and hereby is authorized, empowered and directed, in the name and on behalf of the Company, to undertake any other action deemed by such Authorized Officer to be necessary, advisable or appropriate in furtherance of the Company's objectives in connection with the foregoing resolution, and that any such action taken or any agreement, certificate, notice, letter or other document executed and delivered by such Authorized Officer in connection with any such action shall be conclusive evidence of such Authorized Officer's authority to take, execute and deliver the same;

FURTHER RESOLVED, that all actions heretofore taken by such Authorized Officer or any other manager, director, officer, member, representative or agent of the Company, or any of their affiliates in connection with the foregoing resolutions and the matters or Transaction described therein be and hereby are ratified, confirmed and approved in all respects as the act and deed of the Company;

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the foregoing resolutions effective as of the date first above written.

SHAREHOLDER:



Dalas Lamberson

DIRECTOR:



Dalas Lamberson

Sworn to and subscribed before me, Dalas Lamberson, whom is Personally Known to Me, this 5th Day of February, 2022



LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/5/2022

Notary Public: Lauren McGovern

UNANIMOUS CONSENT OF THE SOLE SHAREHOLDER AND DIRECTOR OF TLC DIVERSIFIED, INC.

February 4, 2022

The undersigned, being the sole shareholder and sole the director of the **TLC DIVERSIFIED, INC.**, a Florida corporation (the "**Company**"), hereby consents to the adoption of the following resolutions, effective as of the date hereof, by written consent in lieu of a meeting:

WHEREAS, the undersigned shareholder acquired 100% of the capital stock of the Company as of the date hereof and desires to appoint new directors to serve on the Company's Board of Directors (the "**Board**") and the undersigned newly appointed directors desire to appoint new officers to serve as the Company's officers;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned sole shareholder of the Company hereby elects and appoints the following individuals as sole new directors of the Corporation, to serve as directors until their successors are duly elected and qualified:

Dalas Lamberson

FURTHER RESOLVED, that undersigned newly appointed director hereby appoints the following persons to the office set forth opposite their names, to serve in those capacities until the Board duly elects their successors, or until their earlier resignation, removal or death:

Name of Officer

Dalas Lamberson
Thurston Lamberson
Deanna Justus
Eric Macek
Robert LaChance
Mark Selph

Offices

Chief Executive Officer and President
Chief Financial Officer and Treasurer
Secretary
Vice President of Pre-Construction
Construction Manager
Vice President of Operations

FURTHER RESOLVED, that these resolutions may be executed (i) via facsimile, e-mail or other means of electronic transmission, which shall be deemed an original and (ii) in any number of separate counterparts (by original or electronic means), each of which shall be an original, and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have authorized, approved and adopted the forgoing resolutions effective as of the date first above written.

SHAREHOLDER:

Sworn to and subscribed before me, Dalas Lamberson, whom is
Personally Known to Me, this 4th Day of February, 2022



Dalas Lamberson

DIRECTOR:



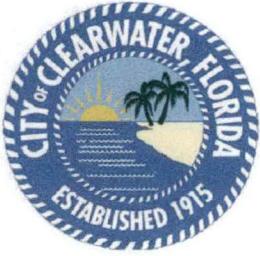
Dalas Lamberson



LAUREN MCGOVERN
Notary Public
State of Florida
Comm# HH202764
Expires 11/29/2025

Date: 2/4/2022

Notary Public: Lauren McGovern



City of Clearwater

Engineering Department, Post Office Box 4748, Clearwater, Florida 33758-4748
Municipal Services Building, 100 South Myrtle Avenue, Ste. 220, Clearwater, Florida 33756
Telephone (727) 562-4750, Fax (727) 562-4755

February 22, 2023

Thurston Lamberson, President
TLC Diversified
22719 17th Street East
Palmetto, FL 34221

Please accept this official notice that **TLC Diversified** has been approved to bid for City of Clearwater construction projects falling into the following parameters:

Approved Maximum Bid Limit: **\$UNLIMITED** Prequalification Expiration: **February 22, 2026**

Approved Categories:

- **Demolition**
- **Horizontal Directional Drilling**
- **Sanitary & Storm Sewers**
- **Sanitary Pump Stations**
- **Specialty Concrete Repair & Coating Work**
- **Wastewater & Water Treatment Facilities**
- **Water and Force Mains**

The Engineering Construction Manager reserves the right to adjust categories and the maximum project bid value during the three-year approval period based on direct work experience and updates submitted. This pre-qualification applies to standard types of construction projects. Projects requiring special expertise or unusually difficult construction categories may require separate pre-qualifications following bid advertisement.

City policy dictates that financial statement documents not be copied or retained, so this item was deleted following the pre-qualification approval.

We appreciate your interest and look forward to receiving your bids on City of Clearwater projects. For our current bid list visit: <https://www.myclearwater.com/business/bid-information>.

Jennifer Burgett

Jennifer Burgett
Contract & Procurement Specialist

NOTE: There could be project-specific requirements (i.e. licensure, registration, certification, etc.) necessary to bid on projects. It is important to read bid documents carefully.

Doreen Caudell, Councilmember
Dr. Bob Cundiff, Councilmember

George N. Cretekos, Mayor



David Allbritton, Councilmember
Hoyt Hamilton, Councilmember

"Equal Employment and Affirmative Action Employer"



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
TLC DIVERSIFIED, INC.

Filing Information

Document Number	H51364
FEI/EIN Number	59-2513308
Date Filed	04/04/1985
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	08/23/2017
Event Effective Date	NONE

Principal Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Mailing Address

2719 17TH STREET EAST
PALMETTO, FL 34221

Changed: 04/25/2001

Registered Agent Name & Address

Lamberson, Dalas
303 Ocala Rd
Belleair, FL 33756

Name Changed: 02/18/2022

Address Changed: 02/21/2022

Officer/Director Detail

Name & Address

Title DP

Lamberson, Dalas
2719 17TH STREET EAST
PALMETTO, FL 34221

Title CFO

LAMBERSON, THURSTON
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Treasurer

Nowakowski, Benjamin
2719 17TH STREET EAST
PALMETTO, FL 34221

Title Secretary

Justus, DeAnna
2719 17TH STREET EAST
PALMETTO, FL 34221

Annual Reports

Report Year	Filed Date
2023	04/17/2023
2024	01/10/2024
2024	01/11/2024

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Florida Department of State, Division of Corporations

State of Florida

Department of State

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

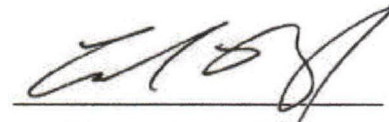
The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 11, 2024, and that 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 Eleventh day of January, 2024*




Secretary of State

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