

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>
_____	_____	City of Clearwater
TLC Diversified, Inc.	[name]	Engineering Dept.
_____	_____	100 S. Myrtle Avenue
2719 17th St. E. Palmetto, FL 34221	[principal business address]	Clearwater, FL 33756
_____	_____	(727) 562-4747
941-722-0621	[phone number]	

PROJECT NAME: Marshall WRF Blend Tank Cleaning**PROJECT NO.:** 18-0012-UT

PROJECT DESCRIPTION: This project includes the removal and disposal of tank contents including grit, scum, rags and solids; cleaning of the tank including the pressure washing of tank internals.

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 **\$131,065.00**, 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 *Marshall WRF Blend Tank Removal*, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, 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:

Corporate Secretary or Witness
Print Name: _____

(affix corporate seal)

WITNESS:

Print Name: _____

(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: Marshall WRF Blend Tank Cleaning

PROJECT NO.: 18-0012-UT

in the amount of \$ 131,065.00

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 AT 727-562-4092, Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., 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: _____
William B. Horne, II
City Manager

(SEAL)

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
George N. Cretekos,
Mayor

Approved as to form:

Owen Kohler
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: Marshall WRF Blend Tank Removal
Engineering Dept. PROJECT NO.: 18-0012-UT
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: **TLC Diversified, Inc.**

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

TLC Diversified, Inc.
2719 17th St. E.
Palmetto, FL 34221

,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
Engineering Dept.
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):

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
as Surety, whose address is

PO Box 5001, Westfield Center, OH 44251, 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: Marshall WRF Blend Tank Cleaning/Project No. 18-0012-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.

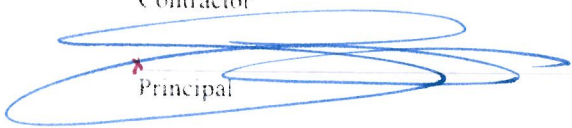
Principal must indicate whether:

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

Signed this 1st day of August, 20 18

TLC Diversified, Inc.

Contractor


Principal

By: Dalas Lamberson/Vice President

Title


Westfield Insurance Company

Surety Don Bramlage, Attorney in Fact &
Florida Resident Agent

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.**

Inquiries: 407-330-3990

AFFIDAVIT

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

STATE OF FLORIDA)

COUNTY OF MANATEE)

Tiffany Taylor, being duly sworn, deposes and says that she is
Asst. 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 Dalas Lamberson is Vice President
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for Marshall WRF Blend Tank Cleaning
or said corporation by virtue of Resolution of Board of Directors 03/15/2018

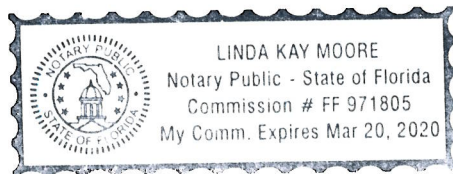
(state whether a provision of by laws or a Resolution of
Board of Directors. If by Resolution give date of adoption)

Tiffany Taylor

Tiffany Taylor/Asst. Secretary
Affiant

Sworn to before me this 1st day of August, 2018

Linda Kay Moore
Notary Public



Linda Kay Moore
Type print stamp name of Notary

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

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 their principal offices 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 their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, 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, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **October**, A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Dennis P. Baus,
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **16th** day of **October**, A.D., 2017, before me personally came **Dennis P. Baus**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By:

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

State of Ohio
County of Medina ss.:

CERTIFICATE

I, **Frank Carrino**, Secretary of the 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 Board 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 seal of said Company at Westfield Center, Ohio, this **1st** day of **August**, A.D., **2018**.



By:
Frank Carrino, Secretary

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF MANATEE)Dalas Lamberson being, first duly sworn, deposes and says that he isVice President 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.


 Affiant Dalas Lamberson/Vice President
Sworn to and subscribed before me this 5th day of July, 20 18.

 Notary Public Linda Kay Moore


PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

Marshall WRF Blend Tank Cleaning (Project # 18-0012-UT)

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

Marshall WRF Blend Tank Cleaning (Project #18-0012-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.

PROPOSAL

(2)

Attached hereto is a bond or certified check on Westfield Insurance Company Bid Bond
_____ Bank, for the sum of Ten Percent
(being a minimum of 10% of Contractor's total bid amount). (\$ 10%)

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

Thurston Lamberson/President 5539 2nd Avenue Circle West, Palmetto, FL 34221

Joanne Lamberson/Sr. VP-Secretary-Treasurer 5539 2nd Avenue Circle West, Palmetto, FL 34221

Signature of Bidder:

Dalas Lamberson/Vice President

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: **TLC Diversified, Inc.**

By: Dalas Lamberson Title: Vice President

Company Legal Name: TLC Diversified, Inc.

Doing Business As (if different than above): N/A

Business Address of Bidder: 2719 17th Street East

City and State: Palmetto, FL Zip Code 34221

Phone: (941) 722-0621 Email Address: tlamberson@tlcdiv.com

Dated at Palmetto, FL, this 5th day of July, A.D., 2018.

State of Incorporation is Florida

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: Marshall WRF Blend Tank Cleaning (Project # 18-0012-UT)

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

Addendum No. 1 Date: July 19, 2018

Addendum No. 2 Date: July 25, 2018

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____


Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

TLC Diversified, Inc.
(Name of Bidder)


(Signature of Officer)

Dalas Lamberson/Vice President
(Title of Officer)

July 05, 2018
(Date)

BIDDER'S PROPOSAL**PROJECT: Marshall WRF Blend Tank Cleaning (Project # 18-0012-UT)****CONTRACTOR:** TLC Diversified, Inc.**BIDDER'S GRAND TOTAL:** \$ 131,065.00 (Numbers)**BIDDER'S GRAND TOTAL:** One Hundred Thirty-One Thousand, Sixty-Five Dollars and no cents
(Words)

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.

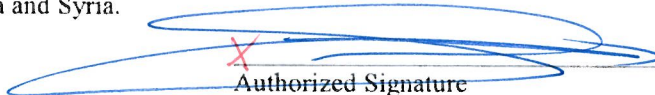
ITEM NO.	DESCRIPTION	UNIT	UNIT QUANTITY	UNIT PRICE	TOTAL
Blend Tank Cleaning (Base Bid)					
1	Removal of Tank Contents	CY	300	\$ 253	\$ 75,900 -
2	Mobilization/Demobilization and General Conditions	LS	1	\$ 13,600	\$ 13,600 -
3	Tank Cleaning	LS	1	\$ 4,800	\$ 4,800 -
4	Removal of Aeration Equipment and Associated Appurtenances	LS	1	\$ 11,750	\$ 11,750 -
5	Removal of Mixer Equipment and Associated Appurtenances	LS	1	\$ 13,100	\$ 13,100 -
	Subtotal				\$ 119,150 -
6	10% Contingency	LS	1	\$ 11,915 -	\$ 11,915 -
	Total Contract				\$ 131,065 -
	Grand Total				\$ 131,065 -

**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.


Authorized Signature

Dalas Lamberson

Printed Name

Vice President

Title

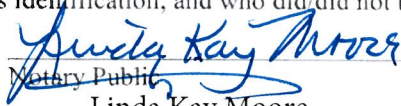
TLC Diversified, Inc.

Name of Entity/Corporation

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 5th day of July, 2018, by Dalas Lamberson (name of person whose signature is being notarized) as the Vice President (title) of TLC Diversified, Inc. (name of corporation/entity), personally known to me as described herein Dalas Lamberson/VP, or produced a N/A (type of identification) as identification, and who did/did not take an oath.

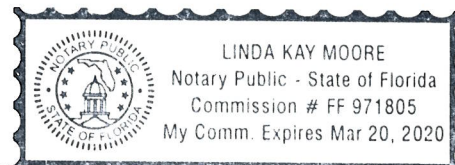

Notary Public

Linda Kay Moore

Printed Name

My Commission Expires: March 20, 2020

NOTARY SEAL ABOVE

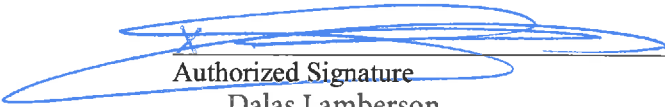


SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST
CERTIFICATION FORM

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.



Authorized Signature

Dalas Lamberson

Printed Name

Vice President

Title

TLC Diversified, Inc.

Name of Entity/Corporation

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on this 3rd day of August, 2018, by Dalas Lamberson (name of person whose signature is being notarized) as the Vice President (title) of TLC Diversified, Inc. (name of corporation/entity), personally known to me as described herein Personally Known to me or produced a N/A (type of identification) as identification, and who did/did not take an oath.



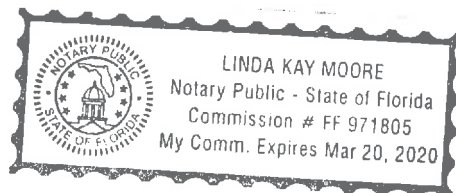
Notary Public

Linda Kay Moore

Printed Name

My Commission Expires: March 20, 2020

NOTARY SEAL ABOVE





PINELLAS COUNTY CON
LICENSING BOA

THIS CERTIFIES THAT **Thurston**
DBA **TLC Diversified Inc**

STATE CERT # **I-CGC041816**
HAS FILED HIS/HER LICENSE AN
LIABILITY AND WORKERS' COM
INSURANCE WITH THIS BOARD.
IN GOOD STANDING UNTIL **S**
DATE OF ISSUANCE **1**

I-CGC041816

Lamberson, Thurston
2719 17th Street East
Palmetto, FL 34221

*** Please cut out license along li**

I-CUC053963

*Lamberson, Thurston
2719 17th Street East
Palmetto, FL 34221*



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Thurston Lamberson**
DBA **TLC Diversified Inc**

STATE CERT # **I-CUC053963**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2018**
DATE OF ISSUANCE **10/03/2017**

*** Please cut out license along lines**



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

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

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

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

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



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC041816

ISSUED: 08/30/2016

**CERTIFIED GENERAL CONTRACTOR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC**

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date AUG 31 2018 L1608300002637

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC041816	

The **GENERAL CONTRACTOR**
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

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



ISSUED: 08/30/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608300002637



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

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

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

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

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



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC053963

ISSUED: 08/29/2016

CERT UNDERGROUND & EXCAV CNTR
LAMBERSON, THURSTON
T L C DIVERSIFIED INC

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date AUG 31 2018 L1608290002293

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CUC053963	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



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



ISSUED: 08/29/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608290002293

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, 2018, that its most recent annual report/uniform business report was filed on February 12, 2018, 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 Twelfth day of February, 2018*



Ken Reitzner
Secretary of State

Tracking Number: CC6681971049

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>