156-0013-CP(DF)

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SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE	Pinellas County Machus Ma	BID NUMBER: 156-0013- CP(DF)		
ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756	INVITATION TO BID			
ISSUE DATE: October 30, 2015	TITLE: Job Order Contracting (JOC) – WWTP Repair, Minor Construction & Undergr			
SUBMITTAL DUE: December 3, 2015 @ 3:00 P.M.				
	AYS FROM DATE LISTED ABOVE. BID SUBMITTALS E WILL NOT BE ACCEPTED AND WILL BE RETURNED	MANDATORY PRE-BID CONFERENCE		
DEADLINE FOR WRITTEN QUESTION November 20, 2015 BY 3:00 P.		November 10, 2015 at 1:30 PM 400 S Fort Harrison Avenue Room 516 Clearwater, Florida 33756		
Engineering Estimate \$20,000,000.00	THE MISSION OF PINELLAS COUNTY			
Plans Prepared by: N/A	Pinellas County Government is committed to progressiv public policy, superior public service, courteous public	Accounter		
Engineer/Project Manager Is: Nan, Bennett, Engineering	contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	Director of Purchasing		
NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE. THIS FORM MUST BE RETURNED WITH YOUR BID				

Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinelias County for Water and Sanitary Sewer type category construction, or those that are prequalified by the Florida Department of Transportation (FDOT) in an equivalent category, in the amount of \$1,000,000.00. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.

BIDDER MUST COMPLETE THE FOLLOWING Bidders are cautioned that the policy of the Board of County Commissioners, Pinellas County, is to accept the lowest responsible bid received meeting Specifications. No changes requested by a Bidder due to an error in pricing will be considered after bid opening date as advertised. By signing this proposal form Bidders are attesting to their awareness of this policy and are agreeing to all other bid terms and conditions including all insurance regulrements.

PAYMENT TERMS: 0 % 30 DAYS, NET PER F.S. 218.735

Remit To Name (as Shown on Company Invoice	Printed Contact Representation	ve/Title/Email		
TLC Diversified, Inc.	Thurston Lamberson/Preside			
tlamberson@tlcdiv.com Company Email Address	(941) 722-0621(941) 722-1382 Phone Fax			
Mailing Address	Palmetto, FL 34221 City, State Zip			
2719 17th Street East	Delmotto EL 24221			
BIDDER (COMPANY NAME):	D/B/A			
TLC Diversified, Inc.				

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you

AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OF THIS BID INCLUDING INSURANCE REQUIREMENTS & IHEREA CERTIF M AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE

Thu	rston L	ambersoi		
RINT NAME &	TITLE	1997 - 19	and a second	ng nganang na sa

We, the above signed, hereby declare that no person or persons, firm or corporation, other than the above signed, are interested in this proposal, as principals, and this Proposal is made without collusion with any person, firm or corporation, and we have carefully to our full satisfaction examined the Special Provisions and form of Agreement and Bond, together with approved Plans and Specifications for the above described Project, and we have made a full exemination of the location of the proposed Work and source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that quantities shown herewith are approximate only, and we will fully complete all necessary Work in accordance with Plans and, Specifications and requirements under the terms of the Design Professional/Engineer, within the Agreement Amount and Agreement Period specified in this Proposal for the following unit values.

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## SECTION E - BID SUBMITTAL FORM

#### SECTION E -BID SUBMITTAL FORM:

## Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

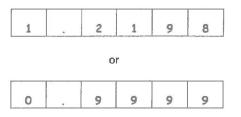
## Bid Number: 156-0013-CP(DF)

#### (Schedule of Values)

#### TO THE COUNTY OF PINELLAS, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that this is an indefinite quantity Contract, and that we will fully complete all necessary work in accordance with the Contract Documents, within the time limit specified in each Job Order for the unit prices set forth in the Construction Task Catalog<sup>®</sup>, multiplied by the Adjustment Factors inserted below.

EXAMPLE: Write the Adjustment Factor to four decimal places as the following example illustrates. (Bidder must fill in all five (5) boxes.)



- Specify lines 1 through 5 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- 2. The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.
- 3. The Non Pre-priced Work tasks Adjustment Factor must be equal to or greater than 1.0000.
- 4. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
- 5. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

## BID FORM SCHEDULE OF PRICES

The Contractor shall perform all work required for completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the unit prices set forth in the Construction Task Catalog<sup>®</sup> and for the following Adjustment Factors in Lines 1 and 2. Line 3 is for Non Pre-priced Work Tasks:

Line 1 Normal Working Hours 7:00 am to 7:00 pm Monday to Friday:



(Specify to four (4) decimal places)

Line 2 Other Than Normal Working Hours 7:01 pm to 6:59 am Monday to Friday, Saturday, Sunday and Holidays.

1	2	4	3	0

(Specify to four (4) decimal places)

Line 3 Non Pre-priced Work Task Adjustment Factor

	3.10		202200		
1		2	1	1	9

(Specify to four (4) decimal places)

Line 4 Combined Adjustment Factor (transferred from Line 7 of the Award Criteria Figure Worksheet on the following page).



(Specify to four (4) decimal places)

## **BID FORM**

## AWARD CRITERIA FIGURE WORKSHEET

For the purposes of determining the low bid the Contractor shall complete the following worksheet. (Specify to four (4) decimal places)

1.	Normal Working Hours Adjustment Factor	1.2430
2.	Multiply Line 1 by (.60)	0.7458
3.	Other Than Normal Working Hours Adjustment Factor	1.2430
4.	Multiply Line 3 by (.20)	0.2486
5.	Non Pre-priced Work Tasks Adjustment Factor	1.2119
6.	Multiply Line 5 by (.20)	0.2424
7.	Add Lines 2+4+6	1.2368

## (Award Criteria Figure)

The Bidder shall complete this Award Criteria Figure Worksheet and transfer the Award Criteria Figure (Line 7) to the space provided on the preceding page (Line 4). The lowest Award Criteria Figure will be deemed the lowest bid. The County reserves the right to revise all arithmetic calculations for correctness.

## SECTION E - BID SUBMITTAL FORM

Subst Form	itute <b>W-9</b>	<b>Request for Taxpayer</b> Identification Number and Certificat	ion	Give form to the requester. Do not send to the IRS.		
N		on your income lax return)				
8	Contraction of the Contraction o	Diversified, Inc.				
ba	Business name, il	different from above				
Print or type Specific Instructions on page		box: □ Individual/Sole proprietor	ihip) 🕨	Екептрі рауве		
int nst	Address (number,	Address (number, street, and apt. or suite no.) Requester's name and address (optional)				
ffic P		2719 17th Street East				
Deci	City, state, and Z					
ริเ		to, FL 34221				
See	LIST account num	per(s) here (optional)				
Part	Taxpay	er Identification Number (TIN)				
Entor	uoue TIN le the e	propriate box. The TIN provided must match the name given on Line 1 to av	Social sec	rity number		
		r individuals, this is your social security number (SSN) However, for a residen				
		disregarded entity, see the Part I instructions on page 3. For other entities, it		or		
-		(tion number (EIN). If you do not have a number, see <i>How to get a TIN</i> on pag in more than one name, see the chart on page 4 for guidelines on whose		dentification number		
	er to enter.	in more than one hanne, see the chart on page 4 for gordanies on whose		2513308		
Part I	Certific	ation				
Under	penalties of perju	iry, I certify that:				
1. Th	e number shown	on this form is my correct taxpayer identification number (or I am waiting for	a number to be is	isued to me), and		
Re	evenue Service (IF	backup withholding because: (a) I am exempt from backup withholding, or (b) (S) that I am subject to backup withholding as a result of a failure to report all n no longer subject to backup withholding, and				
		or other U.S. person (defined in the instructions).				
withho For ma arrang	olding because yo ortgage interest p rement (IRA), and	ns. You must cross out item 2 above If you have been notified by the IRS the u have failed to report all interest and dividends on your tax return. For real aid, acquisition or abandonment of secured property, cancellation of debt, co generally, payments other than interest and dividends, you are not required to J. See the instructions on page 4.	state transactions ntributions to an i	, item 2 does not apply. ndividual retirement		
Sign Here		Date	Novemb	er 19, 2015		
		Thurston Lamberson/President s to Form W-9 available upon request.				
	Detach on the	perforation				
	Your Tax Iden use in filing in	.071(5), Florida Statutes Notice: tification Number (which for individuals is your social security number) is iformation returns with the IRS as described more fully below. Collection 6 cial security number as applicable) is mandatory pursuant to Section 6109 C $\S$ 6109).	of the tax identifi	ication		
	information re interest you parade to an IR the accuracy of and criminal 1 laws. We may	Notice: of the Internal Revenue Code requires you to provide your correct TIN to p turns with the IRS to report interest, dividends, and certain other income p tid, the acquisition or abandonment of secured property, cancellation of de A, or Archer MSA or HSA. The IRS uses the numbers for identification pu of yout tax return. The IRS may also provide this information to the Depart tigation, and to cities, states, the District of Columbia, and U.S. possession also disclose this information to other countries under a tax treaty, to feder 1 nontax criminal laws, or to federal law enforcement and intelligence ages	aid to you, mory bt, or contributio irposes and to he ment of Justice f is to carry out th al and state ager	gage ns you lp verify or civil eir tax ncics to		

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## 156-0013-CP(DF)

## SECTION E - BID SUBMITTAL FORM

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## **ELECTRONIC PAYMENT (EPAYABLES):**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes 🗌 🛛 No 🕅

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name	TLC Diversified, Inc.
Signature	
Printed Signature	Thurston Lamberson/President

## SECTION E - BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

## BID TITLE: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

## BID NUMBER: 156-0013-CP(DF)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

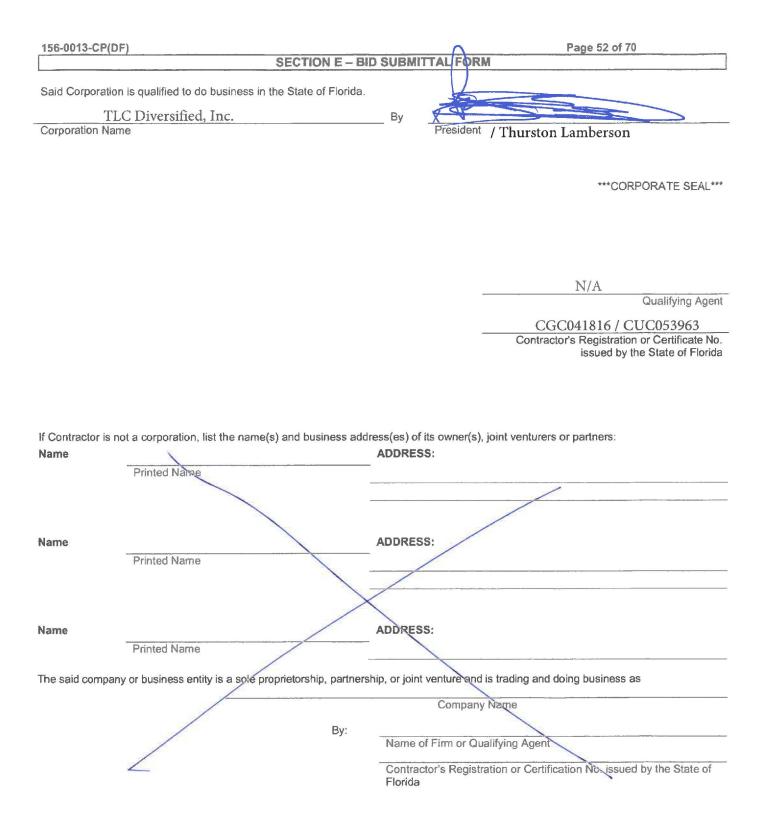
Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

	TLC Diversified, Inc.	
	2719 17th Street East	
· · · · · · · · · · · · · · · · · · ·	Palmetto, FL 34221	

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT	Thurston Lamberson	ADDRESS:
	Printed Name	2719 17th Street East
		Palmetto, FL 34221
SECRETARY	Joanne Lamberson	ADDRESS:
	Printed Name	2719 17th Street East
		Palmetto, FL 34221
TREASURER	Joanne Lamberson	ADDRESS: 2719 17th Street East
	Printed Name	Palmetto, FL 34221



156-0013-CP(DF)

## 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 Job Order Completion Time or Job Order Amount 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.	NA	NA	NIA	\$ NIA	s NIA
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 Di	versified, Inc.
Company Name	
X TR	
Name and Title	Thurston Lamberson/President

TLC Diversified, Inc.

2719 17th Street East

Palmetto, FL 34221

Address:

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

59-2513308

Federal Employee ID NO. (FEIN)

tlamberson@tlcdiv.com

**Email of Account Representative** 

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## SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

N

# Bid Title: Job Order Contracting (JOC) WWTP & Water Plant Maintenance, Repair, Minor Construction & Underground Utilities

Bid No: 156-0013-CP(DF)

## PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	Thurston Lamberso President	
2	President Thurston Lamberso President	on 11/24/2015
	Trestaent	

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, <u>www.pinellascounty.org/purchase/Current\_Bids1.htm</u>, listed under category 'Current Bids'.

## TLC DIVERSIFIED, INC. - KEEPING WATER MOVING

TITLE AND LOCATION		YEAR COMPLETED			
Siemens Design-Build @ the Northeas Clearwater, Florida	t & Marshall WRF	2014			
PROJECT OWNER	OWNER'S CONTACT	CONTACT INFORMATION			
City of Clearwater (Owner's Rep is with Siemens)	Tony Hasegawa – Siemens	(321) 863-6108 tony.hasegawa@siemens.com			

## **DESCRIPTION OF PROJECT**

This project was a design-build that we partnered on with Siemens Building Technologies. Project involved the following: installation of new covers over the Pickett Thickeners and primary clarifiers; new odor control unit and associated valves, piping and fittings along with electrical and control upgrades; installation of a new centrifuge, removal belt filter presses, refurbish one filter press as backup, converted an elevator shaft into a storage room; installation of two new polymer systems and upgrading the existing Velodyne polymer system; refurbish the belt conveyors and upgrades to associated valves, piping and fittings along with electrical and control upgrades; installation of a FOG (fat, oil and grease) receiving and storage system which included a fuel conditioning system, a co-generator, connecting the co-generator to the existing power grid within the WRF and all associated valves, piping and fittings along with electrical and control upgrades; removal and replacement of 32 mixers in the fermentation, first anoxic and second anoxic tanks along with associated electrical upgrades.

## **Project Data Points:**

- o Engineer: Siemens
- o Original Contract Amount: \$2,552,220.32
- Net Change by Change Orders: \$590,715.68
- o Final Contract Amount: \$3,142,936.00
- Notice to Proceed Date: September 18<sup>th</sup>, 2011
- o Final Completion Date: August 12th, 2013



#### SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
B.L. Smith Electric	Dundee, FL	Electrical
	(2) FIRM LOCATION (City and State)	(3) ROLE
Rocha Controls	Tampa, FL	I&C

TLC DIVERSIFIED, INC.	TLC PROJECT NUMBER 1034	
TITLE AND LOCATION		YEAR COMPLETED
Fermentation, First Anoxic & Seco Clearwater, Florida	nd Anoxic Tank Rehabilitation	2012
PROJECT OWNER	OWNER'S CONTACT	CONTACT INFORMATION
City of Clearwater	Greg Fruecht – Jones Edmunds Owner's contact no longer with City of Clearwater	(813) 258-0703 gfruecht@jonesedmunds.com

## **DESCRIPTION OF PROJECT**

This project's scope of work consisted of the repairing to the concrete structure in the fermentation, first anoxic and second anoxic tanks including walkways, stairs, channels and walls; removal of the vortex baffle structures within each of the 8 tanks; coating the tank wall from top of tank to one foot below low water level in the tanks with corrosion protective coating; replacing the 16 existing mixers with new mixers (owner furnished); replacing the re-aeration system with blowers and medium bubble diffusers; removing the grit and rags in each tank; providing temporary flow diversion on flow rates through the plant of approximately 20MGD; provided temporary chemical feed system to feed the Micro-CG to support the biological treatment processes and meeting the effluent total nitrogen discharge limit; electrical and SCADA upgrades.

## **Project Data Points:**

- o Engineer: Jones Edmunds
- o Original Contract Amount: \$1,261,547.10
- Net Change by Change Orders: \$462,887.68
- o Final Contract Amount: \$1,724,434.78
- o Notice to Proceed Date: March 21st, 2011
- Final Completion Date: September 9th, 2012



#### SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
BL Smith Electric, Inc.	Dundee, FL	Electrical
	(2) FIRM LOCATION (City and State)	(3) ROLE
Exceletech	Clermont, FL	Coating

TLC DIVERSIFIED, INC KEEPING WAT	ER MOVING
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TITLE AND LOCATION		YEAR COMPLETED
Drew & Union Booster Pump Stations Clearwater, Florida		2007
PROJECT OWNER	OWNER'S CONTACT	CONTACT INFORMATION
City of Clearwater	Tara Kevitt	Office (727) 741-0005 Fax (727) 562-4755 Tara.kivett@myclearwater.com

## DESCRIPTION OF PROJECT

This project involved the construction of two new reclaim water booster pump stations. Both pump stations were brick & mortar buildings with asphalt shingled roofs; furnish and installation of sodium hypochlorite feed systems; furnish and install VFD driven 100 HP horizontal centrifugal pumps; provided electrical rooms and all electrical work under our contract; one of the booster stations was built over an existing storm water retention pond which required our forces to install permanent sheet piling and backfill with clean compacted fill in order to provide a stabilized foundation to construct the booster station on; asphalt driveway and landscaping.

## Project Data Points:

- o Engineer: McKim & Creed
- Original Contract Amount: \$2,589,400.00
- Net Change by Change Orders: \$539,444.32
- o Final Contract Amount: \$3,128,844.32
- Notice to Proceed Date: October 5<sup>th</sup>, 2005
- o Final Completion Date: September 10th, 2007



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
BL Smith Electric	Dundee, FL	Electrical
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Rocha Controls	Tampa, FL	Instrumentation
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Amerson Nurseries	Terra Ceia, FL	Landscaping

TLC Diversified, Inc.

TLC DIVERSIFIED, INC.		PROJECT NUMBER 041133				
TITLE AND LOCATION		YEAR COMPLETED				
Tropical Farms Reverse Osmosis Stuart, Florida	2006	2006				
PROJECT OWNER	OWNER'S CONTACT	CONTACT INFORMATION				
Martin County Utilities	Ted Robbins	(772) 221-1442 trobbins@martin.fl.us				

## DESCRIPTION OF PROJECT

Project involved the installation of two owner furnished reverse osmosis trains and all appurtenances including stainless steel pipes, pumps, pressure vessel filters, membranes, electrical and instrumentation upgrades. Furnish and installed new transfer pumps, 175HP vertical turbine high service pumps and all associated concrete work, piping, electrical, etc. Furnish and install degasifier system including 24" & 36" FRP ductwork, blowers & vessels, electrical and instrumentation work. Project also involved modifications to the existing clearwell by coating it in its entirety and installing new slide gates.

## **Project Data Points:**

- o Engineer: Kimley Horn & Associates, Inc.
- o Original Contract Amount: \$2,902,927.00
- o Net Change by Change Orders: (\$2,235,576.00) (Owner Direct Purchase Equipment)
- o Final Contract Amount: \$667,351.00
- Notice to Proceed Date: January 3<sup>rd</sup>, 2006
- Final Completion Date: July 31<sup>st</sup>, 2006



SUBCONTRACTORS INVOLVED IN CONSTRUCTING PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Edwards Electric, Inc.	West Palm Beach, FL	Electrical
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Revere Controls	St. Pete, FL	I&C
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
Revere Controls	St. Pete, FL	I&C



RISK MANAGEMENT INSURANCE

November 23, 2015

Pinellas County Board of County Commissioners 400 S. Ft. Harrison Avenue Annex Building – 6<sup>th</sup> Floor Clearwater, FL 33756

Re: Job Order Contracting (JOC) WWTP + WP Repair, Maintenance, Minor Construction + Underground Utilities

To Whom It May Concern:

Please accept this letter as certification that a pollution liability policy will be purchased. Coverage will be bound and proof of coverage provided when a definitive project start date is confirmed so TLC Diversified is not paying premiums in advance of project start date.

Sincerely, M. E. Wilson Company, Inc.

Diren Dotree

Diana J Defreeuw Commercial Account Executive



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 03/23/2015

C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
	DUCER	sem		J. L3-229-8021	CONTA	CT Diana	Defreeuw			
	E. Wilson Co., Inc.				NAME: PHONE	012 0	29-8021	FAX	12 0	20. 2705
					E-MAIL	, EKU.		(A/C, No): 8	13-2	29-2195
	W. Platt St.				ADDRE		eeuw@mewil			
	200 pa, FL 33606									NAIC #
<u> </u>	RED						ELD INS CO	)		24112
	Diversified, Inc.					RB: FCCI 1	.NS CU			10178
					INSURE					
271	9 17th Street East				INSURE					
Del					INSURE					
	metto, FL 34221 VERAGES CE	TICI	CATI		INSURE	RF:		DEV/ICION NUMBED.		
-	IS IS TO CERTIFY THAT THE POLICIE	And in case of the local division of the loc		E NUMBER: 43325057			a to have a start of the second started	REVISION NUMBER:	POL	
IN C	DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUC)	EQUI PER	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	TON	WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY		WVD	TRA3972460		04/01/15	04/01/16		1,00	00,000
	CLAIMS-MADE X OCCUR							DAMAGE TO PENTED	500	
	X Contractual Liability								10,0	
	X \$500 Prop Dmg Ded						1		1,00	00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	./	11							00,000
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$		
A	Installation Floater	1	,	TRA3972460		04/01/15	04/01/16			,000
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For	Informational Purposes Only				THE	EXPIRATION	I DATE THE	REOF, NOTICE WILL BE Y PROVISIONS.		
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						© 19	88-2014 ACC	ORD CORPORATION. All	right	ts reserved.

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

WESTFIELD. ianature

APR 0 1 2015

M.E. WILSON CO.

## **COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSE**

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

#### SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury
- Reasonable force
- B. Liquor Liability Coverage Extension
- C. Non-Owned Watercraft
  - Increased to 60 feet
- **D. Non-Owned Aircraft**
- E. Damage To Property Borrowed Equipment F. Damage To Premises Rented To You
- G. Personal And Advertising Injury
  - Contractual Personal and Advertising Injury .
  - **Exclusions**

## H. Supplementary Payments

- Bail Bonds \$2,500
- Loss of Earnings \$1,000
- I. Additional Insureds Automatic Status
  - State or Governmental Agency or Subdivision or Political Subdivision Controling Interest
  - Managers or Lessors of Premises
  - Mortgagee, Assignee or Receiver 8
  - . Owners or Other Interests From Whom Land Has Been Leased
  - **Co-Owners of Insured Premises**
  - Lessor of Leased Equipment
- J. Who is An Insured broadened
  - Joint Ventures / Partnership / Limited Liability Company
  - Health Care Professionals (Incidental Medical Malpractice) .
  - Individual Owners of Building are Insured's
  - Newly Formed or Acquired Entities а.
- K. Knowledge and Notice of Occurrence
- L. Other Insurance Condition Amended
- M. Unintentional Failure To Disclose Hazards
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us Automatic Status
- O. Liberalization
- P. Definitions
  - Bodily Injury redefined
  - Insured Contract redefined .
  - . Expanded Personal and Advertising Injury definition

## A. EXPECTED OR INTENDED INJURY

Under SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE exclusion a. is replaced with the following:

a. Expected Or intended injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily in-jury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

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B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a) is replaced with the following:

(a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own provided that:
  - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - (b) It is rented with a trained, paid crew; and
  - (c) It does not transport persons or cargo for a charge.
- E. DAMAGE TO PROPERTY BORROWED EQUIPMENT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j. is deleted and replaced by the following:

- J. Damage To Property:
  - Property you own, rent or occupy;
  - (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (3) Property loaned to you;
  - (4) Personal property in the care, custody or control of the insured;
  - (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or consecutive fewer days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III -Limits Of Insurance,

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

## F. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSUR-ANCE.

> CG 7137 11 12 Page 2 of 7

G. PERSONAL AND ADVERTISING INJURY

Under SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LI-ABILITY, Item 2. Exclusions e. Contractual Liability is deleted.

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LI-ABILITY, the following are added to item 2. Exclusions:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties level or imposed by a governmental entity because of discrimination.

## H. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAY-MENTS COVERAGES A AND B, item 1.b. is replaced with the following:

b. Up to \$2,500 for cost of ball bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION I - SUPPLEMENTARY PAY-MENTS COVERAGES A AND B, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
- I. ADDITIONAL INSUREDS AUTOMATIC STA-TUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

- 1. Currently in effect or becoming effective during the term of the policy; and
- Executed prior to the "bodily Injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

#### a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;
  - (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators.
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

#### b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

 Any "occurrence" which takes place after you cease to be a tenant in that premises; or

> CG 7137 11 12 Page 3 of 7

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

#### c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

#### d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

#### f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply: This insurance does not apply:

- To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a**, through **f**, above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

- 4. Other Insurance
  - b. Excess insurance
    - (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

#### J. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

> You are an insured when you had an Interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

> Prior to the termination date of any joint venture, limited liability company or partnership; or

> > CG 7137 11 12 Page 4 of 7

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.a.(1)(d) is deleted and replaced with the following:

> (d) Arising out of his or her providing or failing to provide professional health care services.

> > This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added:

- 4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
  - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
  - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED, 3.a. is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations. K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Sult, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "sult" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

## L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary and noncontributory except when **b**. below applies.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire Insurance for premises rented to you or temporarily occupled by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.
- N. WAIVER OF TRANSFER OF RIGHTS OF RE-COVERY AGAINST OTHERS TO US - AUTO-MATIC STATUS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

#### O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

#### P. DEFINITIONS

Under SECTION V - DEFINITIONS, item 3. Is deleted and replaced with the following:

 "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental angulsh or other mental injury resulting from "bodily injury".

Under SECTION V - DEFINITIONS, item 9. is deleted and replaced with the following:

- 9. "Insured Contract" means;
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;

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- An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That Indemnifies an architect, engineer, or survey or for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured s rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V** - **DEFINITIONS**, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
  - Not done intentionally by or at the direction of:
    - (a) The insured; or
    - (b) Any "executive officer", director, stockholder, partner, member or manager (If you are a limited liability company) of the insured;
  - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insured Name: TLC DIVERSIFIED INC Policy Number: 001-WC15A-61661 Agency Name: 770, M E Wilson Company APR 0 1 2015

RECEIVED

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## SCHEDULE

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by: FCCI Insurance Company 24570 Endorsement Number: 0000012 MSR: 084 Effective Date: 4/01/15 Date Issued: 4/08/15

Countersigned by\_\_\_\_

Authorized 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.

Bidders Signature Thurston Lamberson, President

November 19, 2015 \_\_\_\_\_ 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 Pinellas County, FL By:

<u>Thurston Lamberson, President</u> (print individual's name and title)

For:

<u>TLC Diversified, Inc.</u> (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 political subdivision of any other state or 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:

 $\underline{X}$  Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place

the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

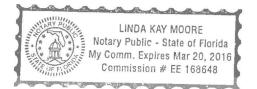
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) Thurston Lamberson, President

Sworn to and subscribed before me this <u>19th</u> day of <u>November</u>, <u>2015</u>

Personally known to me.

Notary Public - State of Florida



Signature of Notary) Linda Kay Moore

Notary Stamp:



## TLC Diversified, Inc.

Environmental Construction Professionals Serving the Water & Wastewater Industry

CG C041816 CU C053963

## **Corporate Resolution**

December 04, 2014

RE: Authority to Sign Legal Documents

TO WHOM IT MAY CONCERN:

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson and having 100% of the outstanding shares of said Corporation owned since March of 1989 declares the following as a matter of record.

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

Signed this 4th day of December, 2014

Thurston Lamberson President

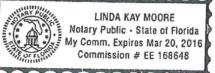
My Commission Expires:

Joanne R. Lamberson Senior Vice-President

Sworn to and subscribed before me Thurston Lamberson, and Joanne R Lamberson whom I know this 4th day

of December, 2014. Linda Kay Moore Notary Public

March 20, 2016



Main Office 941-722-0621 **Central Office** East Coast Office 2719 17th Street East 378 Center Pointe Circle - Suite 1272 #4 7233 Southern Blvd, Suite B-1 941-722-1382 Palmetto FL 34221 Altamonte Springs, FL, 32701 West Palm Beach, FL, 33413 ticdiversified con



## TLC Diversified, Inc.

Respiny Water Moving

Environmental Construction Professionals Serving the Water & Wastewater Industry

CG C041816 CU C053963

## **Corporate Resolution**

December 04, 2014

**RE:** Authority to Sign Legal Documents

TO WHOM IT MAY CONCERN:

TLC Diversified, Inc., being a legal Corporation organized under the Laws of the State of Florida in April, 1985, Mr. Thurston Lamberson and Mrs. Joanne R. Lamberson and having 100% of the outstanding shares of said Corporation owned since March of 1989 declares the following as a matter of record.

Mr. Dalas Lamberson, Vice President Operations, and Mrs. Tiffany Taylor, Assistant Secretary, shall have full power and authority to sign any and all Legal and Binding Documents and make all commitments of whatever nature for TLC Diversified, Inc.

Signed this 4th day of December, 2014

Joanne R. Lamberson Senior Vice-President

Sworn to and subscribed before me Thurston Lamberson, and Joanne R Lamberson whom I know this 4th day of December, 2014.

Linda Kay Moo **Notary Public** 



My Commission Expires:

**Thurston Lamberson** 

President

March 20, 2016

Main Office 2719 17th Street East Palmetto, FL, 34221 Central Office 378 Center Pointe Circle - Suite 1272 #4 Altamonte Springs, FL, 32701 East Coast Office 7233 Southern Blvd, Suite B-1 West Palm Beach, FL, 33413 941-722-0621
941-722-1382
www.tlcdiversified.com

## RECEIVEL

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# BY:\_\_\_\_

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## I-CGC041816

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



PINELLAS COUNTY CONSTRUCTION LICENSING BOARD

THIS CERTIFIES THAT Thurston Lamberson DBA TLC Diversified Inc

STATE CERT # I-CGC041816 HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED LABILITY AND WORKERS' COMPENSATION INSURANCE WITH THIS BOARD. IN GOOD STANDING UN/IL September 30, 2016 DATE OF ISSUANCE 08/11/2015

\* Please cut out license along lines

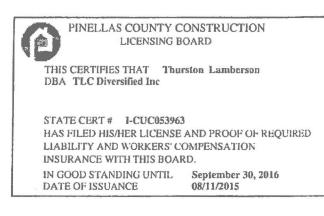
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BY

## 1-CUC053963

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



\* Please cut out license along lines

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## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783 (850) 487-1395

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

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

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

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



IS CERTIFIED under the provisions of Ch.489 FS. Expiration date AUG 31, 2016 L1407270002329

**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, 2016

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





## STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783 (850) 487-1395

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

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

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

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



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC053963 ISSUED: 07/27/2014

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

IS CERTIFIED under the provisions of Ch 489 FS. Expiration date AUG 31, 2016 L1407270002721

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, 2016

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



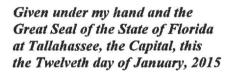
# State of Florida **Department of State**

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

The document number of this corporation is H51364.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 12, 2015, and its status is active.

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





Ken Deton Secretary of State

Authentication ID: CC2573931257

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

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