

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

- | | | |
|-----|--|-------|
| 1. | All Contract Documents thoroughly read and understood. | [X] |
| 2. | All blank spaces in Bid filled in, using black ink. | [X] |
| 3. | Total and unit prices added correctly and attached Schedule of Values | [X] |
| 4. | Addenda acknowledged. | [X] |
| 5. | Subcontractors are named as indicated in the Bid. | [X] |
| 6. | Experience record included. | [X] |
| 7. | Bid signed by authorized officer and notarized. | [X] |
| 8. | Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. | [X] |
| 9. | Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. | [X] |
| 10. | Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. | [X] |
| 11. | BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. | [X] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [X] |

NOTE TO BIDDER: Use preferably BLACK ink for completing this BID form.

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **RICHARD A. HEYMAN ENVIRONMENTAL
PROTECTION FACILITY FERRIC SULFATE TANK
REPLACEMENT AND GANGWAY REPLACEMENT
ITB#22-005**

Bidder's contact person for additional information on this BID:

Company Name: TLC Diversified, Inc.
Contact Name & Telephone #: Dalas Lamberson/Vice President/(941) 722-0621
Email Address: dlamberson@tlcdiv.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

ITB No: 22-005

RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY FERRIC SULFATE TANK
REPLACEMENT AND GANGWAY REPLACEMENT
BID PROPOSAL FORM

RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY FERRIC SULFATE TANK REPLACEMENT AND GANGWAY REPLACEMENT:

LUMP SUM INSTALLATION OF TWO 7,500 GALLON TANKS WITH ASSOCIATED PLUMBING AND ANCILLARIES AND REMOVAL OF EXISTING SYSTEM

\$ 440,300.00

In Words:

Four Hundred Forty Thousand, Three Hundred Dollars & No Cents

LUMP SUM INSTALLATION FOUR GANGWAYS AND REMOVAL OF EXISTING GANGWAY SYSTEM

\$ 317,400.00

In Words:

Three Hundred Seventeen Thousand, Four Hundred Dollars & No Cents

FIVE PERCENT (5%) OWNER CONTINGENCY

\$ 37,885.00

In Words:

Thirty-Seven Thousand, Eight Hundred Eighty-Five Dollars & No Cents

LUMP SUM PROJECT TOTAL

\$ 795,585.00

In Words: Seven Hundred Ninty-Five Thousand,

Five Hundred Eighty-Five Dollars & No Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

TLC Items to Perform:

Items to be Subcontracted:

Demo Existing Chemical Tanks & Install New

Existing Tank Cleaning

Demo Existing Piping & Install New

Electrical

Demo Existing Gangways & Install New

Instrumentation

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work if the Bidder is awarded the Contract:

Florida Keys Electric
Name _____
5730 2nd Avenue, Key West, FL, 33040
Street City State Zip

Name CC Control Corp.
5760 Corporate Way, West Palm Beach, FL, 33407
Street City State Zip

Universal Environmental Solutions, LLC
Name _____
1650 Hemlock Street, Tampa, FL, 33605
Street City State Zip

Name _____
_____, _____, _____, _____
Street City State Zip

SURETY

Westfield Insurance Company / Nielson, Mosholder & Associates whose address is
One Park Circle, Westfield Center, OH, 44251 / 4380 St. Johns Pkwy., Ste.110, Sanford, FL 32771
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

TLC Diversified, Inc. doing business at
2719 17th Street East, Palmetto, Florida, 34221
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

<u>Thurston Lamberson</u>	<u>President</u>
<u>Joanne Lamberson</u>	<u>Sr. VP/Secretary/Treasurer</u>
<u>Dalas Lamberson</u>	<u>Vice President</u>
<u>Tiffany Taylor</u>	<u>Asst. Secretary/Controller</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2022.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 7th day of January 2022.

(SEAL)

TLC Diversified, Inc.
Name of Corporation

By X

Title Dalas Lamberson/Vice President

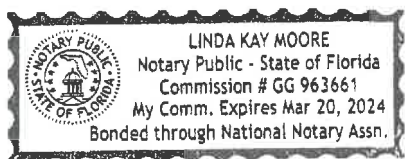
Attest [Signature]
Thurston Lamberson/President

Sworn and subscribed before this 7th day of January, 2022

NOTARY PUBLIC, State of Florida, at Large

[Signature]
Linda Kay Moore

My Commission Expires: March 20, 2024



EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

See Attached

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

FLORIDA BID BOND

BOND NO. n/a

AMOUNT: \$ 400,000.00

KNOW ALL MEN BY THESE PRESENTS, that TLC Diversified, Inc.

hereinafter called the PRINCIPAL, and Westfield Insurance Company

a corporation duly organized under the laws of the State of Ohio

having its principal place of business at P. O. Box 5001, Westfield Center, OH 44251

in the State of Ohio

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

The City of Key West, State of Florida

hereinafter called the OBLIGEE, in the sum of Five Percent

DOLLARS (\$ 5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for

**ITB # 22-005/ RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY
FERRIC SULFATE TANK REPLACEMENT AND GANGWAY REPLACEMENT** said
Bid, by reference thereto, being hereby made a part hereof.

ITB No: 21-006

RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY FERRIC SULFATE TANK
REPLACEMENT AND GANGWAY REPLACEMENT
BID BOND

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

**ITB # 22-005 / RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY
FERRIC SULFATE TANK REPLACEMENT AND GANGWAY REPLACEMENT**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (5) percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 12th day of January, 2022.

PRINCIPAL TLC Diversified, Inc.

By X 
Dalas Lamberson/Vice President

STATE OF FLORIDA)
) SS
COUNTY OF MANATEE)

Westfield Insurance Company
SURETY

By 
Laura D. Mosholder, Attorney-In-Fact & FL Resident Agent
Inquiries: 407-330-3990

General
Power
of Attorney

POWER NO. 0994592 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-**

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

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **20th** day of **FEBRUARY** A.D., **2020**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

On this **20th** day of **FEBRUARY** A.D., **2020**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





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.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **12th** day of **January** A.D., **2022**.



 **Secretary**
Frank A. Carrino, Secretary

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: TLC Diversified, Inc.
Vendor FEIN: 59-2513308
Vendor's Authorized Representative Name and Title: Dalas Lamberson/Vice President
Address: 2719 17th Street East
City: Palmetto State: Florida Zip: 34221
Phone Number: (941) 722-0621
Email Address: dlamberson@tlcdiv.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Dalas Lamberson/Vice President
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:  _____

ANTI – KICKBACK AFFIDAVIT

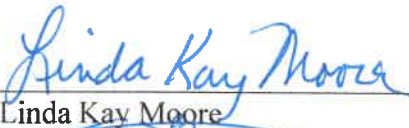
STATE OF FLORIDA)
): SS
COUNTY OF MANATEE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

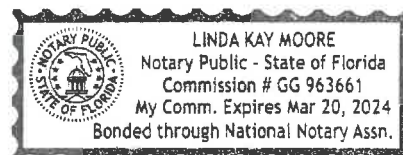
By: X  Dalas Lamberson/Vice President

Sworn and subscribed before me this 7th day of January, 2022.

NOTARY PUBLIC, State of Florida at Large


Linda Kay Moore

My Commission Expires: March 20, 2024



NON-COLLUSION AFFIDAVIT

[illegible]

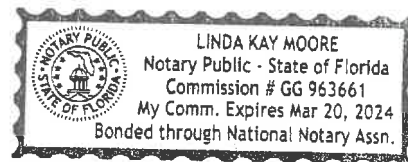
I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: X
Dalas Lamberson/Vice President

Sworn and subscribed before me this

7th day of January, 2022.

Linda Kay Moore Linda Kay Moore
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: March 20, 2024

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Bid for City of Key West, FL / Richard A. Heyman Environmental Protection Facility Ferric Sulfate Tank Replacement & Gangway Replacement/ITB # 22-005

2. This sworn statement is submitted by TLC Diversified, Inc.
(Name of entity submitting sworn statement)

whose business address is 2719 17th Street East
Palmetto, FL 34221

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2513308

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement N/A

3. My name is Dalas Lamberson
(Please print name of individual signing)

and my relationship to the entity named above is Vice President

4. I understand that a “public entity crime” as defined in Paragraph 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 or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 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 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

 There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

 The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



(Signature) Dalas Lamberson/Vice President
January 07, 2022

(Date)

STATE OF FLORIDA

COUNTY OF MANATEE

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

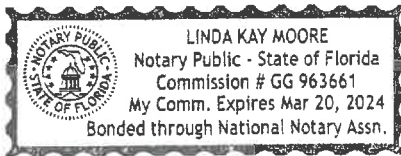
Dalas Lamberson/VP who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 7th day of January, 2022.

My commission expires: March 20, 2024



NOTARY PUBLIC Linda Kay Moore



INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

CONTRACTOR: TLC Diversified, Inc.

SEAL:

2719 17th Street East, Palmetto, FL 34221

Address



Signature

Dalas Lamberson

Print Name

Vice President

Title

DATE: January 07, 2022

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF MANATEE)

I, the undersigned hereby duly sworn, depose and say that the firm of TLC Diversified, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.



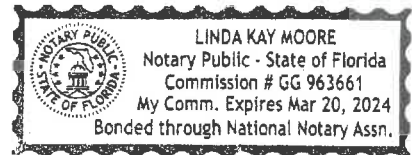
By: X
Dalas Lamberson/Vice President

Sworn and subscribed before me this

7th Day of January, 2022.


Linda Kay Moore

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: March 20, 2024

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MANATEE)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of TLC Diversified, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

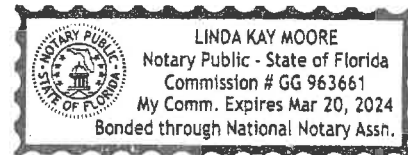

Dalas Lamberson/Vice President

Sworn and subscribed before me this

7th Day of January, 2022.


Linda Kay Moore

NOTARY PUBLIC, State of Florida at Large



My Commission Expires: March 20, 2024

Sec. 2-773. Cone of silence.

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

- (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
- (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publicly noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;
- (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
 - (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
 - (2) The cone of silence shall terminate:
 - (A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
 - (B) At the deadline for submission of responses to the solicitation if only one vendor has responded.
 - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
 - (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
 - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
 - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
 - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.
- (Ord. No. 13-11, § 1, 6-18-2013; Ord. No. 19-08, § 1, 3-20-2019; Ord. No. 19-28, § 3, 9-17-2019)



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 1

RAHEPF ferric sulfate tank replacement & gangway replacement ITB 22-005

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The following addresses specific questions asked by plan holders.

Question 1: Would aluminum structural beams be acceptable as well so we can provide a bid for a complete aluminum structure?

No, please bid stainless steel structural framing as specified.

Question 2: Is the removable mid rail just the one section that is highlighted on the specs or would the entire section of railing need to be removable as well, so as to act as a gate?

A removable mid-rail is required on all four gangways. The highlighted section (aka one horizontal bar) shall be removable; the top bar and toe board are permanent. This is intended to allow for room to manually operate the gates.

Question 3: Do you know the project's estimated value?

No, there is no EOR prepared estimate for this project.



Figure 1.0: Removable horizontal bar shown

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.


X Dalas Lamberson/Vice President
Signature

TLC Diversified, Inc.
Name of Business



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 2

RAHEPF ferric sulfate tank replacement & gangway replacement ITB 22-005

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The following addresses specific questions asked by plan holders.

Question 1: Please confirm that the city will drain the majority of chemicals from the existing tanks and that the contractor is only responsible for minimal residual chemical removal i.e. 55 gallons or less per tank, along with cleaning the tanks before disposal.

Yes, plant staff will remove all chemicals required.

Question 2: Please confirm that the city will be providing all chemicals for this project. If the contractor is responsible for the new tank fill, please provide the city's chemical supplier including a contact name and phone number.

The city will be providing chemicals to refill the tanks. The contractor is not responsible for supplying ferric sulfate.

Question 3: Are any coatings required on this project? Bituminous paint is required where stainless steel parts contact aluminum. A corrosion protection coating required for rebar in repaired concrete sections.

Question 4: Is any electrical or instrumentation required on this project except for the lightning protecting and grounding that is noted? A new high level alarm and level monitoring system is required as shown in the project drawings.

Question 5: What is the site location address? 100 Fleming Key Rd, Key West, FL 33040


Question 6: One section of the bid package refers to a contract time of 365 days, but the contract time is specified as 270 days elsewhere. Please clarify.

The section on page 33 should be revised to read 270 days.

Question 7: The proposal form has three individual separate bid items without a grand total. It has tanks, the gangways, and a contingency. Is this project going to be awarded as a whole or on individual bid item components? Can a bid item for general conditions be added to the proposal form?

The contract will be awarded based on the bid total. Please see revised bid proposal form attached. Please use this sheet when submitting a bid. General conditions can be included in the list items at the bottom of this page.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.


Dalas Lamberson/Vice President
Signature

TLC Diversified, Inc.
Name of Business

RICHARD A. HEYMAN ENVIRONMENTAL PROTECTION FACILITY FERRIC SULFATE TANK REPLACEMENT AND GANGWAY REPLACEMENT:

LUMP SUM INSTALLATION OF TWO 7,500 GALLON TANKS WITH ASSOCIATED PLUMBING AND ANCILLARIES AND REMOVAL OF EXISTING SYSTEM

\$ _____

In Words:

_____ Dollars & _____ Cents

LUMP SUM INSTALLATION FOUR GANGWAYS AND REMOVAL OF EXISTING GANGWAY SYSTEM

\$ _____

In Words:

_____ Dollars & _____ Cents

FIVE PERCENT (5%) OWNER CONTINGENCY

\$ _____

In Words:

_____ Dollars & _____ Cents

LUMP SUM PROJECT TOTAL

\$ _____

In Words:

_____ Dollars & _____ Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

<u>TLC Items to Perform:</u>	<u>Items to be Subcontracted:</u>
<u>Demo Existing Chemical Tanks & Install New</u>	<u>Existing Tank Cleaning</u>
<u>Demo Existing Piping & Install New</u>	<u>Electrical</u>
<u>Demo Existing Gangways & Install New</u>	<u>Instrumentation</u>
_____	_____



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 3

RAHEPF ferric sulfate tank replacement & gangway replacement ITB 22-005

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The following addresses specific questions asked by plan holders.

Question 1: Per the Attachments above concerning Edwards Manufacturer, can they be considered a "same as" to the tank specified?

In general, we recommend that the plast-tank tank specified be used. This matches the current tanks and is expected to make for a smoother replacement process. However, from a structural standpoint, we do not oppose accepting an alternative tank manufacturer, provided:

- Dimensions, capacity, and required fittings are equal
- Each tank is provided with (12) 3/4" anchor locations as shown in the plans
- The tank is designed to resist applicable wind and flood loads as specified in the plans

Question 2: Our vendor is not finding the aluminum grating in I-Bar that is 19-SG-2 as specified on the drawings. Can there be a substitution? Maybe 19-SG-4?

Yes, an alternate of 19-SG-4 may be used if it is serrated.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in blue ink, appearing to read "Dalas Lamberson".

X
Dalas Lamberson/Vice President
Signature

TLC Diversified, Inc.

Name of Business



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

ADDENDUM NO. 4

RAHEPF ferric sulfate tank replacement & gangway replacement ITB 22-005

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The following addresses specific questions asked by plan holders.

Question 1: What type of 2" ball valves are these? PVC or Brass? Rating? Please confirm quantity of five.

There are five 2" PVC ball valves rated at 225 psi. These valves should be Hayward or Banjo or equivalent. There are two additional 1" PVC ball valves on the external visual level gauge.

Question 2: What type of diaphragm valves? Make/model? Please confirm quantity of four.

There are four PVC diaphragm valves with EPDM diaphragms rated at 225 psi. These valves should be Hayward or equivalent

Question 3: Please provide additional information for the Warick devices, like number of probes, length, material etc. to quote so an equivalent can be provided.

The following description was previously provided in a quote from Siemens Industry. Inc.:

- Replacement and new HydroRanger 200 controllers (quantity 2) (single point units)
 - Mount: 4 button HMI, wall mount, standard enclosure
 - Input voltage 100-230 VAC
 - Number of measurement points: single point model, 6 relays
 - Data communications: without module
 - Approvals: general purpose CE, FM, CSA US/C, UL listed, RCM, EAC, KCC
- note: Two single-point models provided for redundancy. Dual point models are available.
- New ultrasonic transducers 7ML1100-0BA20-ST-H (quantity 2)
 - Process connection: ETFE, 2" NPT ((taper), ANSI/ASME b1.20.1)
 - Cable length: 10M
- Note: Please review transducer mounting options. confirm tank has proper connection.
- Transducer must be mounted vertically from the top of vessel

- Replacement high level switches: 7ML5630-0AF00-0HC0-CLS200 (quantity 2)
 - Process connection: thread, 316L stainless steel 3/4" NPT ((taper) ANSI/ASME B1.20.1)
 - Probe length: (length from flange face) (threaded lengths include process thread) extended rod, 1000mm (39.37")
 - Thermal isolator: without thermal isolator
 - Wetted seals: FKM
 - Probe material: 316L stainless steel with PPS probe body
 - Approvals: general purpose (CSA, FM)
 - Enclosure and lid- aluminum epoxy coated 2x1/2" NPT via adatpr - cable inlet, IP68

Note: Images of the ferrc sulfate tank system are attached with this addendum for better understanding.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

X 
 Dalas Lamberson/Vice President
 Signature

TLC Diversified, Inc.
 Name of Business







EXPERIENCE OF BIDDER

CITY OF KEY WEST, FL

RICHARD A. HEYMAN ENVIRONMENTAL
PROTECTION FACILITY – FERRIC SULFATE TANK
REPLACEMENT & GANGWAY REPLACEMENT
ITB # 22-005



WATER TREATMENT PLANT NO. 1 AND NO. 2



WATER TREATMENT PLANT NO. 1 AND NO. 2

HAINES CITY, FL | PROJECT 152401

This project involved the construction of a new 5.2 MGD water treatment facility. Our team furnished and installed a new anionic ion-exchange system at WTP No. 01 along with a new spent regenerate wastewater system. Work included a 52'x130' metal building. We furnished and installed all new ductile iron and PVC process piping, metal stairs, platforms, and walkways. Furnished and installed new chemical feed system along with a new electrical and instrumentation package at WTP No. 01 and an updated SCADA instrumentation and controls package for WTP No. 02. We furnished new mixers at the ground storage tanks at WTP No. 01.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Leedy Electric	Mulberry, FL	Electrical
Rocha Controls	Tampa, FL	I&C
Exceletech	Clermont, FL	Coatings

PROJECT DATA

- Size: 5.2 MGD
- Original Cost: \$5.5 Million
- Total Cost: \$3.35 Million
- Reason for Cost Difference: ODP major equipment
- Final Schedule: May 2018
- Original Schedule: January 2018

KEY STAFF

- Dana Hughes, Project Manager
- Randy Coley, Superintendent

CONTACT

- Robbie Gonzalez, P.E.
- Sr. Project Manager, CPH
- 407.425.0452
- rgonzalez@cphcorp.com

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OLGA WATER TREATMENT FACILITY



OLGA WATER TREATMENT PLANT

LEE COUNTY, FL | PROJECT 142601

This project involved the new construction of a sodium hypochlorite, aluminum sulfate, and powder activated carbon storage and feed systems including varying sizes of DI and PVC piping from ½" up to 20" diameter at the Olga WTP that treats approximately 5 MGD. Our work included providing temporary chemical feed and PAC feed systems during construction to meet MOPO requirements of the plant. We constructed a new storm water retention pond, new asphalt driveways, all new electrical upgrades, concrete foundation for the PAC and Alum facility, as well as a metal building to cover the three 10,000-gallon Alum bulk storage tanks. We furnished and installed a 42-foot-tall PAC silo along with a precast building for the instrumentation portion of the project.

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Gulf States Electric	Naples, FL	Electrical
CEC Controls	Bradenton, FL	I&C
Service Painting	Ft. Myers, FL	Coatings

PROJECT DATA

- Size: 5.0 MGD
- Original Cost: \$4.29 Million
- Total Cost: \$4.34 Million
- Reason for Cost Difference: Owner requested changes
- Final Schedule: July 2017
- Original Schedule: July 2017

KEY STAFF

- Brad Barfield, Superintendent

CONTACT

- Talya Mayer
- Project Manager, Lee County
- 239.533.8504
- tmayer@leegov.com

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WRF IMPROVEMENTS PHASE II



WRF IMPROVEMENTS PHASE II

KEY COLONY BEACH, FL | PROJECT 161601

The Project consists of demolition of the existing fine screening system and structure; removal of the three existing centrifugal blowers; improvements to existing 0.34 MGD membrane bioreactor water reclamation facility including one 10-foot static screen with 2 mm screening unit; one emergency back-up aluminum bar rack with 1/4" screenings; one 98,000 gallon anaerobic tank; one 225,000 gallon Surge Anoxic Mixing tank; three 1,200 gpm vertical non-clog pumps and new MCC; two 200 scfm Hybrid Blowers for SAM jet mixing system; four 650 scfm Hybrid Blowers for MBR Scour and aeration; two 200 gpm wasting pumps from anaerobic basin to digester; removal and replacement of existing eight MBR cassettes; Alum and MicroC Chemical Feed Systems; existing aerobic digester modifications from diffused air to 15 HP floating aspirator with two 200 gpm Biosolid Transfer Pumps; and associated HVAC, electrical and instrumentation improvements.

PROJECT DATA

- Original Cost: \$4.98 Million
- Total Cost: \$5.06 Million
- Notice to Proceed: Nov. 7, 2016
- Final Completion: Sept. 30, 2018

CONTACT

- Jason Shepler, P.E.
- Senior Project Director
- 904.644.0644
- jshepler@mittauer.com

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Jeff Hall Electric	Orleans, IN	Electrical
CC Control Corp	West Palm Beach, FL	Instrumentation

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VALRICO AWWTP HEADWORKS REPLACEMENT



VALRICO AWWTP HEADWORKS REPLACEMENT

HILLSBOROUGH COUNTY, FL | PROJECT 142701

This project involved the construction of a brand-new headworks facility rated for a 25MGD treatment facility. The structure itself included 1,900 cubic yards of concrete that was poured-in-place by our own in-house form carpenters and finishers. The structure's foundation was supported with an auger cast pile system that provided a soil bearing capacity of 2,500 psf. The project involved over 4,000 feet of 12" to 36" DI and PVC piping and valves, 24" and 30" tapping sleeve & valve. Cleaning of the Primary Digester Tank. We furnished and installed all new degritting equipment, mechanical screens, slide gates, variable frequency drives, all new 480v motor control center, main electrical distribution system with concrete duct banks, wiring provisions for process instrumentation and programmable logic controllers, lightning protection system, grit pumping and dewatering equipment, auto-sampling equipment, raw sewage influent flow metering and monitoring equipment, LED lighting system, as well as an odor control treatment facility. After start-up and commissioning was complete, we demolished the entire existing headworks structure and all associated paving, concrete, piping, etc.

PROJECT DATA

- Original Cost: \$7.4 Million
- Total Cost: \$7.8 Million
- Notice to Proceed: March 9, 2015
- Final Completion: July 7, 2017

CONTACT

- Al Martini, P.E.
- Hillsborough County - Project Manager
- 813.209.3069
- martinia@hillsboroughcounty.org

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
BL Smith Electric	Dundee, FL	Electrical
Exceletech	Clermont, FL	Coatings
C2i, Inc.	Smyrna, GA	Instrumentation

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VALRICO AWWTP DEWATERING SYSTEM REPLACEMENT



VALRICO AWWTP DEWATERING SYSTEM REPLACEMENT HILLSBOROUGH COUNTY, FL | PROJECT 170201

This project involved the installation of new sludge dewatering equipment, including a new centrifuge, polymer blending and feed equipment replacement, dewatered sludge screw conveyor, sludge feed and grinding equipment, polymer weighing equipment, canopy over the polymer weighing area, motor control center, required piping and valves, flow meter in the new sludge line, elevated cable tray and supports, required cables and wires, and instrumentation implementation. Also included was the demolition of the existing polymer weighing area canopy, sludge screw conveyors, sludge feed pumps and grinders, unused blowers for sludge holding tanks, existing motor control center, electrical conduits and wiring. We also provided temporary dewatering during construction.

PROJECT DATA

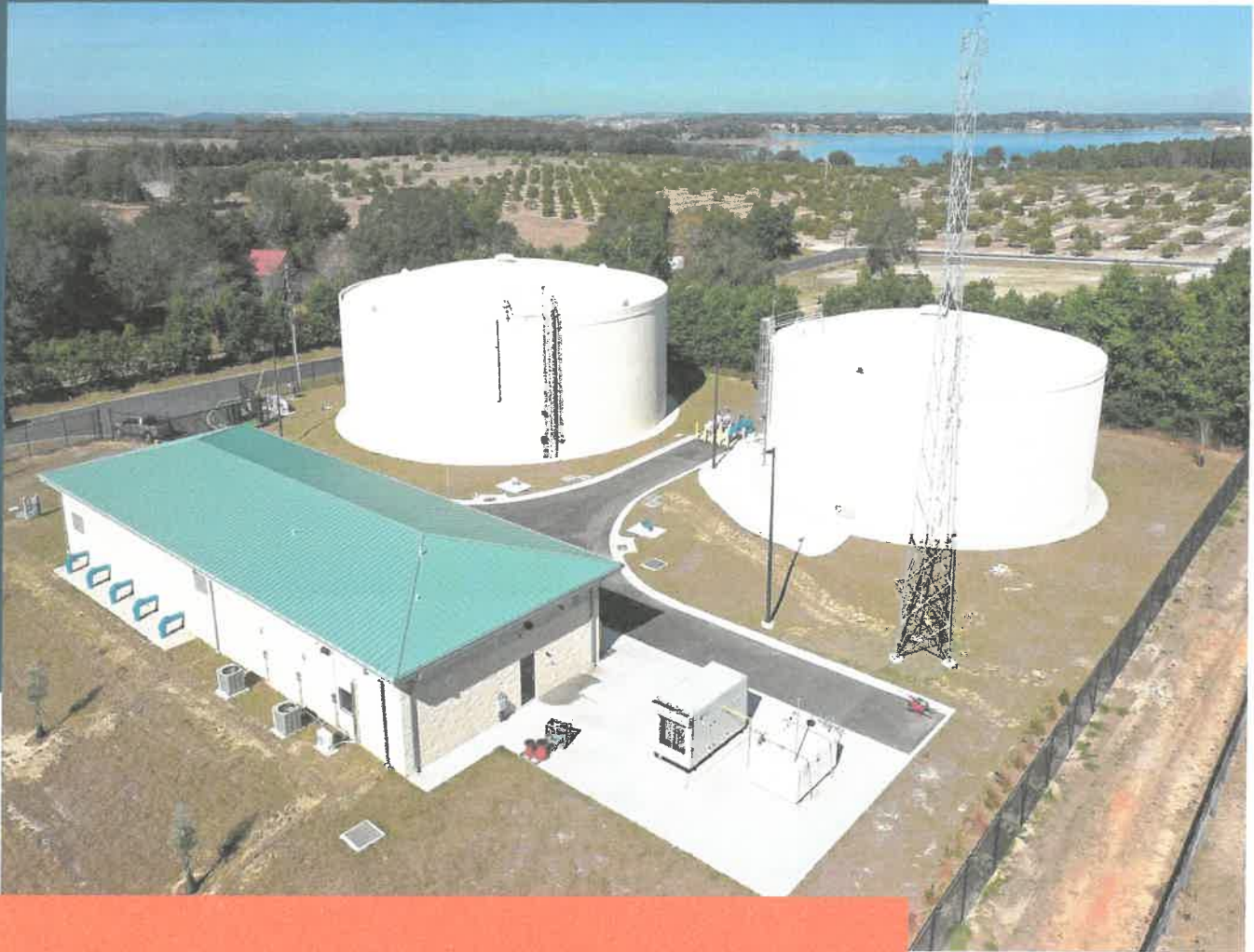
- Original Cost: \$2.58 Million
- Total Cost: \$2.58 Million
- Notice to Proceed: June 5, 2017
- Final Completion: October 18, 2018

CONTACT

- David Page, P.E.
- Hillsborough County - Project Manager
- 813.853.1056
- pageda@hillsboroughcounty.org

SUBCONTRACTORS INVOLVED IN CONSTRUCTION

Firm Name	Firm Location	Role
Universal Painting	Lakeland, FL	Coatings
BL Smith Electric	Dundee, FL	Electrical
Roach Controls	Tampa, FL	Instrumentation



SCHEDULE OF VALUES

CITY OF KEY WEST, FL

RICHARD A. HEYMAN ENVIRONMENTAL
PROTECTION FACILITY – FERRIC SULFATE TANK
REPLACEMENT & GANGWAY REPLACEMENT
ITB # 22-005





Schedule of Values

Install Two 7,500 Gallon Tanks & Removal of Existing		
General Conditions	1.00 LS	\$ 56,700
Demolition and Tank Cleaning	1.00 LS	\$ 37,900
Tanks and Appurtenances	1.00 LS	\$238,500
Electrical	1.00 LS	\$107,200
Subtotal - Bid Item #1	1.00 LS	\$440,300
Install Four Gangways & Removal of Existing		
General Conditions	1.00 LS	\$ 58,500
Demolition	1.00 LS	\$ 19,200
Concrete	1.00 LS	\$ 16,100
Miscellaneous Metals	1.00 LS	\$200,000
Electrical	1.00 LS	\$ 23,600
Subtotal Bid Item #2	1.00 LS	\$317,400
Subtotal Bid Item #1 and #2	1.00 LS	\$757,700
5% Owner Contingency	1.00 LS	\$ 37,885
Lump Sum Project Total	1.00 LS	\$795,585

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

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

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

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	Slope	LS	1	\$ 500.00	\$ 500.00
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes


\$ 500.00

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

TLC Diversified, Inc.

Company Name


Name and Title Dalas Lamberson-Vice President

Address:

2719 17th Street East

Palmetto, FL 34221

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

59-2513308

Federal Employee ID NO. (FEIN)

tlamberson@tlcdiversified.com

Email of Account Representative

DRUG FREE WORKPLACE FORM

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

TLC Diversified, Inc. does:
(Name of Business)

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

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

TLC Diversified, Inc.


X

Bidders Signature
Dalas Lamberson, Vice President

January 12, 2022

Date



Corporate Resolution

April 27, 2021

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, and Mrs. Tiffany Taylor, Assistant Secretary and Controller, 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 27th day of April, 2021

Thurston Lamberson/President

Joanne R. Lamberson/Sr. Vice President

Sworn to and subscribed before me, Thurston Lamberson and Joanne R. Lamberson, whom I know, this 27th day of April, 2021.

Linda Kay Moore/Notary Public

LINDA KAY MOORE
Notary Public - State of Florida
Commission # GG 963661
My Comm. Expires Mar 20, 2024
Bonded through National Notary Assn.

My Commission Expires: March 20, 2024

Corporate Resolution

April 27, 2021

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

Signed this 27th day of April, 2021

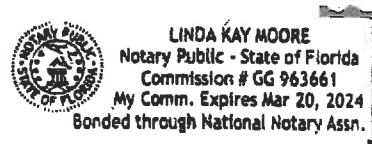


Thurston Lamberson/President



Joanne R. Lamberson/Sr. Vice President

Sworn to and subscribed before me, Thurston Lamberson and Joanne R. Lamberson, whom I know, this 27th day of April, 2021.


Linda Kay Moore/Notary Public

My Commission Expires: March 20, 2024

Company ID Number: 449462

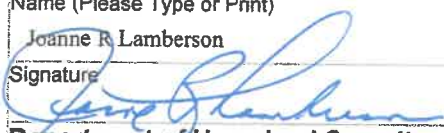
E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer TLC Diversified, Inc.	
Name (Please Type or Print) Joanne R. Lamberson	Title Vice-President
Signature 	Date 11/10/11
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	TLC Diversified, Inc.
Company Facility Address:	2719 17th Street East Palmetto, FL 34221
Company Alternate Address:	
County or Parish:	Manatee County
Employer Identification Number:	59-2513308
North American Industry Classification Systems Code:	
Administrator:	Joanne R Lamberson
Number of Employees:	50 +/-
Number of Sites Verified for:	All Job Sites

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

State	Number of sites	Site(s)
Florida	20 +/-	
Iowa	3	

Company ID Number: 449462

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

Name:	Joanne R Lamberson
Telephone Number:	(941) 722-0621
Fax Number:	(941) 722-1382
E-mail Address:	Jlamberson@tlcdiversified.com

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

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



LICENSE NUMBER: CGC041816

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



LICENSE NUMBER: CUC053963

EXPIRATION DATE: AUGUST 31, 2022

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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, 2021, that its most recent annual report/uniform business report was filed on January 11, 2021, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of June, 2021



CR2E022 (01-11)

Laurel M. Lee

Secretary of State