



# MEMORANDUM

## City of Venice

### Finance Department

TO: Ed Lavallee, City Manager

THROUGH: Linda Senne, Finance Director

FROM: Peter Boers, Procurement Manager

DATE: September 12, 2019

COUNCIL APPROVAL: Yes

MEETING DATE: September 24, 2019

STRATEGIC PLAN GOAL: Upgrade and Maintain City Infrastructure and Facilities

SUBJECT: Approval of Contract with TLC Diversified, Inc. in the amount of \$485,700 for the Reverse Osmosis Water Treatment Plant Sodium Hypochlorite Bulk Storage System Replacement Project

Background: At the request of the Utilities Department, Procurement has solicited sealed bids for Invitation to Bid, ITB 3104-19, Reverse Osmosis Water Treatment Plant Sodium Hypochlorite Bulk Storage System Replacement. On August 20, 2019, two (2) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to TLC Diversified, Inc. of Palmetto, Florida, as the lowest responsive and responsible bidder, in the amount of \$485,700. A Notice of Intent to Award was issued on August 27, 2019.

The Utilities Department has reviewed the bid responses and concurs with the attached Consulting Engineer's recommendation.

Requested Action: Approval of Contract with TLC Diversified, Inc. in the amount of \$485,700 for the Reverse Osmosis Water Treatment Plant Sodium Hypochlorite Bulk Storage System Replacement Project

If for an agenda item, this document and any associated backup created by City of Venice staff has been reviewed for ADA compliance: Yes

City Attorney Review/Approved: Yes

Risk Management Review: Yes

Finance Department Review/Approved: Yes

Funds Availability (account number): Funds appropriated in the Utilities Fund for Fiscal Year 2019

**ORIGINAL(S) ATTACHED:** Draft Contract, Notice of Intent to Award, Recommendation from Consulting Engineer

Cc: Javier Vargas, John Banks

## CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Venice, Florida, hereinafter referred to as the City, and TLC Diversified, Inc., hereinafter referred to as the Contractor.

### WITNESSETH:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) # **3104-19 REVERSE OSMOSIS WATER TREATMENT PLANT SODIUM HYPOCHLORITE BULK STORAGE SYSTEM REPLACEMENT**, including: standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB 3104-19, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3) The work to be performed under this Contract shall be completed within Two Hundred Ten (**210**) days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the Contract sum not to exceed: **Four Hundred Eighty Five Thousand Seven Hundred & 00/100s Dollars (\$ 485,700.00)**.

(5) Time is of the essence in this Contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **one thousand five hundred thirty-two dollars (\$ 1,532) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

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

and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.**

(10) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's

obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to Contractor of the intention to cancel, or with cause at any time Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of Contractor to comply with any of the provisions of this agreement shall be considered a material breach of Contract and shall be cause for immediate termination of the agreement at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(14) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

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

(SEAL)

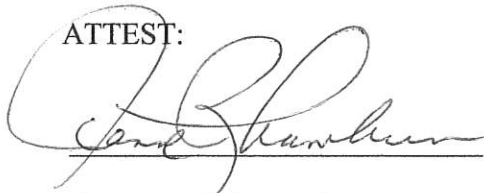
ATTEST:

CITY OF VENICE  
IN SARASOTA COUNTY, FLORIDA

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR JOHN HOLIC


ATTEST:



\_\_\_\_\_  
Joanne Lamberson/Secretary  
Signed by (typed or printed)

TLC DIVERSIFIED, INC.

BY: \_\_\_\_\_



\_\_\_\_\_  
Thurston Lamberson/President  
Signed by (typed or printed)

Approved as to Form and Correctness

\_\_\_\_\_  
Kelly M. Fernandez, City Attorney

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## **EXHIBIT A**

### **SURETY BONDS**

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the Contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:  
"This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the Contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the surety unless both notices have been given. No action shall be instituted against the Contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions."

Nielson, Mosholder & Associates  
A member of Nielson & Company, Inc.  
4380 St. Johns Pkwy, Ste. 110, Sanford, Florida 32771  
(407) 330-3990

**PUBLIC WORKS BOND**

In compliance with Florida Statutes 255.05 (1)(a)

**PAYMENT BOND**

**BOND NO: 0339897M**

Contractor Name: TLC Diversified, Inc.  
Address: 2719 17<sup>th</sup> Street East  
Palmetto, FL 34221  
Phone No: 941-722-0621

Surety Company: Westfield Insurance Company  
Surety Address: PO Box 5001  
Westfield Center, OH 44251  
Surety Phone No: 330-887-0101

Owner Name: City of Venice  
401 W. Venice Ave-Room #204  
Address: Venice, FL 34285  
Phone No: 941-486-2626

Obligee Name:  
(if different for property owner)  
Obligee Address:  
Obligee Phone No:

Project Name: ITB #3104-19 Reverse Osmosis Water Treatment Plant Sodium  
Hypochlorite Bulk Storage System Replacement; Venice, Florida

Project Location: Sarasota County, Florida

Legal Description: ITB #3104-19 Reverse Osmosis Water Treatment Plant Sodium  
Hypochlorite Bulk Storage System Replacement; Venice, Sarasota  
County, Florida



**PUBLIC WORKS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT TLC Diversified, Inc., as Principal, hereinafter called Contractor; and Westfield Insurance Company, a corporation of the State of ~~Ohio~~ <sup>XXXX</sup>, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of Four Hundred Eighty Five Thousand Seven Hundred & 00/100s Dollars (\$485,700.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_\_\_ day of \_\_\_\_ 20\_\_, entered into a Contract with the City for the following described project: **ITB# 3104- 19 REVERSE OSMOSIS WATER TREATMENT PLANT SODIUM HYPOCHLORITE BULK STORAGE SYSTEM REPLACEMENT** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

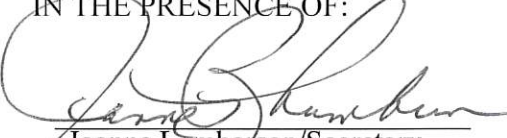
PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

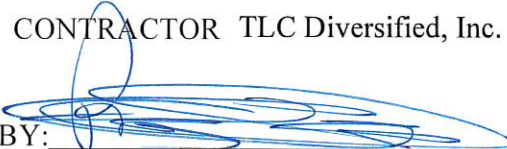
SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

IN THE PRESENCE OF:

  
Joanne Lamberson/Secretary


CONTRACTOR TLC Diversified, Inc.

BY:

  
Thurston Lamberson/President

INSURANCE COMPANY Westfield Insurance Company

BY:

  
Agent and Attorney-in-Fact  
Don Bramlage, Attorney-In-Fact & FL Resident Agent

Inquiries: 407-330-3990

POWER NO. 0994592 00  
General Power of Attorney

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 their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY**, of SANFORD and State of FL their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -**

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

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

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

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


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

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

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY


By:   
**Dennis P. Baus,**  
National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

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

Notarial  
Seal  
Affixed



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

State of Ohio  
County of Medina ss.:

**CERTIFICATE**

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, A.D.,

BPOAC (0.



By:   
**Frank Carrino, Secretary**

Nielson, Mosholder & Associates  
A member of Nielson & Company, Inc.  
4380 St. Johns Pkwy, Ste. 110, Sanford, Florida 32771  
(407) 330-3990

**PUBLIC WORKS BOND**

In compliance with Florida Statutes 255.05 (1)(a)

**PERFORMANCE BOND**

**BOND NO: 0339897M**

Contractor Name: TLC Diversified, Inc.  
Address: 2719 17<sup>th</sup> Street East  
Palmetto, FL 34221  
Phone No: 941-722-0621

Surety Company: Westfield Insurance Company  
Surety Address: PO Box 5001  
Westfield Center, OH 44251  
Surety Phone No: 330-887-0101

Owner Name: City of Venice  
401 W. Venice Ave-Room #204  
Address: Venice, FL 34285  
Phone No: 941-486-2626

Obligee Name:  
(if different for property owner)  
Obligee Address:  
Obligee Phone No:

Project Name: ITB #3104-19 Reverse Osmosis Water Treatment Plant Sodium  
Hypochlorite Bulk Storage System Replacement; Venice, Florida

Project Location: Sarasota County, Florida

Legal Description: ITB #3104-19 Reverse Osmosis Water Treatment Plant Sodium  
Hypochlorite Bulk Storage System Replacement;; Venice, Sarasota  
County, Florida

**PUBLIC WORKS PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT TLC Diversified, Inc., as Principal, hereinafter called Contractor; and Westfield Insurance Co., a corporation of the State of ~~Ohio~~ <sup>North</sup> ~~Carolina~~, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of Four Hundred Eighty Five Thousand Seven Hundred & 00/100s Dollars (\$485,700.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the \_\_ day of \_\_\_\_, 20\_\_, entered into a Contract with the City of Venice for the following described project: **ITB# 3104-19 REVERSE OSMOSIS WATER TREATMENT PLANT SODIUM HYPOCHLORITE BULK STORAGE SYSTEM REPLACEMENT** which Contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

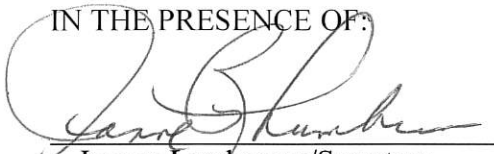
PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

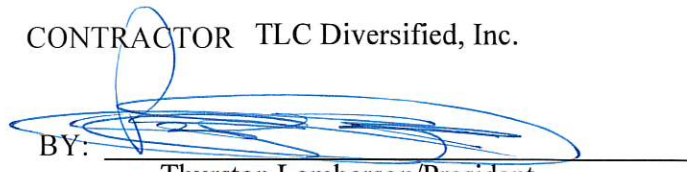
PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, AD., 20\_\_.


IN THE PRESENCE OF:

  
Joanne Lamberson/Secretary

CONTRACTOR TLC Diversified, Inc.

BY:   
Thurston Lamberson/President

INSURANCE COMPANY Westfield Insurance Company

BY:   
Agent and Attorney-in-Fact Don Bramlage, Attorney-In-Fact & FL Resident Agent



NIELSON, MOSHOLDER & ASSOCIATES

September 4, 2019

City of Venice  
401 W. Venice Ave.-Room #204  
Venice, FL 34285

Principal: TLC Diversified, Inc.  
Bond No.: 033897M  
Project: ITB # 3104-19 Reverse Osmosis Water Treatment Plant Sodium Hypochlorite Bulk  
Storage System Replacement

Amount \$485,700.00

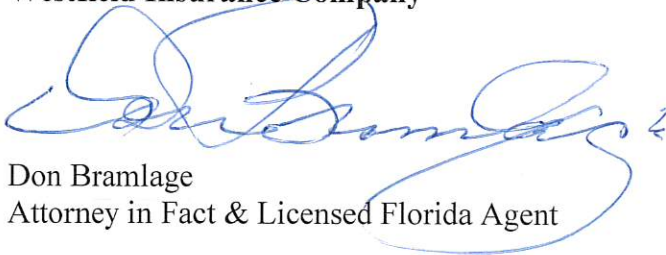
To Whom it May Concern:

The copy of the contract we received for the above referenced project was not dated.  
Accordingly, we could not date the bonds as the bonds can't predate the contract.

Please accept this letter as your authority to date the bonds and attached powers of attorney  
concurrent with the contract date. ***Once dated, please fax a copy of the bonds to 407-330-3949  
so that we can activate the bond coverage.***

Please do not hesitate to contact us if you have any questions in this regard.

Sincerely,  
**Westfield Insurance Company**



Don Bramlage  
Attorney in Fact & Licensed Florida Agent

**EXHIBIT B**

		CITY OF VENICE REVERSE OSMOSIS WATER TREATMENT PLANT SODIUM HYPOCHLORITE BULK STORAGE SYSTEM REPLACEMENT			
Item	Description	Quantity	Unit	Unit Price	Total Price (In Numbers)
1	Mobilization and Demobilization	1	Lump Sum	\$48,000.00	\$48,000.00
2	Demolition	1	Lump Sum	\$39,000.00	\$39,000.00
3	Replacement of Sodium Hypochlorite Bulk Storage System	1	Lump Sum	\$156,000.00	\$156,000.00
4	Replacement of Canopy/Roof system	1	Lump Sum	\$111,000.00	\$111,000.00
5	Interior coating of Sodium Hypochlorite Bulk Storage Room.	1	Lump Sum	\$56,000.00	\$56,000.00
6	Interior and exterior crack repairs to Sodium Hypochlorite Bulk Storage Room.	30	LF	\$90.00	\$2,700.00
7	Interior surface spall repair to Sodium Hypochlorite Bulk Storage Room.	50	SF	\$200.00	\$10,000.00
8	Odor control neutralization system modifications	1	Lump Sum	\$13,000.00	\$13,000.00
9	Owner's Contingency Allowance for additional Mechanical, Electrical, Instrumentation, and Structural Work, as needed.	1	Additional		\$50,000
Total Base Bid (Sum of Items 1 through 9, inclusive) \$					<b>\$485,700.00</b>



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## EXHIBIT C

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** for **Commercial General Liability** and **Business Auto Policy**.
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

*The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The "Acord" certification of insurance form shall be used.
  4. Required Coverage
    - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$ 1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the Contractor)
    - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
    - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
  5. Policy Form:
    - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
-

- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
  - c) Each insurance policy required by this Contract shall:
    - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
    - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
  - d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
  - e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
  - f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the Contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the Contractor shall furnish additional security covering such claims as may be determined by the City.
  - g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
  - h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
  - i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
  - j) All property losses shall be payable to, and adjusted with, the City.
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/11/2019

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(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> M. E. Wilson Company, LLC 300 W. Platt St. Ste 200 Tampa, FL 33606		1-813-229-8021	<b>CONTACT NAME:</b> Diana Defreeuw <b>PHONE (A/C, No, Ext):</b> 813-984-3619 <b>E-MAIL ADDRESS:</b> ddefreeuw@mewilson.com <b>FAX (A/C, No):</b> 813-434-2492																						
<b>INSURED</b> TLC Diversified, Inc. 2719 17th Street East Palmetto, FL 34221		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>WESTFIELD INS CO</td><td>24112</td></tr><tr><td>INSURER B:</td><td>BRIDGEFIELD EMPLOYERS INS CO</td><td>10701</td></tr><tr><td>INSURER C:</td><td>TRAVELERS PROP CAS CO OF AMER</td><td>25674</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	WESTFIELD INS CO	24112	INSURER B:	BRIDGEFIELD EMPLOYERS INS CO	10701	INSURER C:	TRAVELERS PROP CAS CO OF AMER	25674	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																									
INSURER E:																									
INSURER F:																									

**COVERAGES**

CERTIFICATE NUMBER: 57185562

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> \$500 Prop Dmg Ded GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		TRA3972460	04/01/19	04/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TRA3972460	04/01/19	04/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		TRA3972460	04/01/19	04/01/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	83055326	04/01/19	04/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Floater		QT6605N309215TIL19	07/01/19	04/01/21	Per job 1,000,000 Transit & Storage: 1,000,000 Deductible: 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TLC Job 1909/ITB # 3104-19 Reverse Osmosis Water Treatment Plant Sodium Hypochlorite Bulk Storage System Replacement Certificate Holder, Owner, & Engineer (Arcadis, 3109 W. Dr. Martin Luther King Jr. Blvd., Suite 350, Tampa, FL 33607) their respective officers, directors, members, partners, employees, agents, consultants & subcontractors, elected officials, of each and any of all such, are Additional Insureds. Coverage shall not be suspended, voided, canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Owner, (Certificate Holder). Written notice via Certified Mail, Return Receipt Requested, to The City of Venice's Director of Administrative Services, 401 W. Venice Ave., Venice, FL 34285 must be given ten (10) business days prior to cancellation.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Venice

401 W. Venice Avenue

Venice, FL 34285

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

JL002  
57185562

**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

**\*Blanket Waiver of Subrogation Applies\***

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

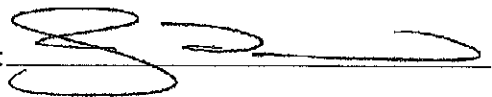
Date Prepared: February 13, 2019

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: April 1, 2019

Policy Number: 830-55326

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: TLC Diversified, Inc.

**WC 00 03 13 (Ed. 4-84)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**CITY OF VENICE**  
**401 W. Venice Avenue Venice, FL. 34285**

**NOTICE OF INTENT TO AWARD**

**BID NUMBER:** ITB 3104-19

**BID TITLE:** Reverse Osmosis Water Treatment Plant Sodium Hypochlorite Bulk Storage System Replacement

**DUE DATE AND TIME:** AUGUST 20, 2019

**RESPONDENTS:**

Company Name	City	County	Base Bid
Kloote Contracting, Inc.	Palm Harbor, FL	Pinellas	\$735,721.00
<b>TLC Diversified, Inc.</b>	<b>Palmetto, FL</b>	<b>Manatee</b>	<b>\$485,700.00</b>

**AWARD:** Lowest responsive and responsible Base Bid.

**RESULTS:** **TLC Diversified, Inc.**, having submitted the lowest responsive and responsible bid is recommended for award.

By:   
Peter A. Boers, Procurement Manager

**Date:** 08/27/2019

Mr. John Banks, Utilities Project Manager  
City of Venice Utilities Department  
3510 E. Laurel Road  
Nokomis, FL 34275

Subject:

Recommendation of Award  
City of Venice RO WTP Sodium Hypochlorite Bulk Storage System Replacement  
Bid Number: ITB 3104-19

Dear Mr. Banks,

In accordance with the provisions in the Instructions to Bidders for the City of Venice RO Water Treatment Plant (RO WTP) Sodium Hypochlorite Bulk Storage System Replacement project, two bids were received, opened and read out loud on August 20, 2019 at the Community Hall in City Hall. The complete list of bidders and total bid prices is included in Attachment A.

We have completed a review of the proposals submitted by both bidders. Our review of the bids was based on responsiveness to bidding procedures and all requested information being provided as required by the Contract Documents. A proposal evaluation checklist for the bidders is included in Attachment B. A more thorough review and evaluation of the bid was completed for the low bidder, TLC Diversified, Inc.

**TLC Diversified, Inc.**

TLC Diversified Inc. is the low bidder with a total bid price of \$485,700.00. Their bid was above the design construction cost estimate primarily due to Bid Item No. 8 (Odor control neutralization system modifications) and Bid Item No. 9 (Owner's Contingency Allowance) not being included in the original estimate. All other unit price items are in line with expected costs. As such, Arcadis has determined that TLC Diversified, Inc.'s estimate is appropriate for the proposed work.

We also reviewed the required documents, which were attached to TLC Diversified, Inc.'s bid, including the bidder qualification statement, acknowledgment of addenda, bid bond, local Preference form, list of references, and various certification forms

Date:  
August 26, 2019

Contact:  
Sean Chaparro, PE

Phone:  
813-353-5808

Email:  
[Sean.Chaparro@arcadis.com](mailto:Sean.Chaparro@arcadis.com)

Our ref:  
30003045

**Florida License Numbers**

**Engineering**  
7917

**Geology**  
GB564  
**Surveying**  
LB7062

(see Attachment B for details). All required documentation was satisfactorily completed and included with their bid.

Arcadis contacted Dalas Lamberson (Vice-President) from TLC Diversified, Inc. to gather additional information on their bid. Mr. Lamberson assured us that they are comfortable with and understand the scope of work, including schedule, phasing and shutdown requirements. TLC Diversified, Inc. is confident they can complete all the work within the stipulated contract time. They noted they will be happy to work with and accommodate specific needs the City might have.

TLC Diversified, Inc. provided the list of proposed subcontractors to be used on this project (see Attachment C). They are planning to use Specified Architectural Systems (roofing replacement) and Cypress Construction and Coatings, Inc. (coatings). TLC Diversified, Inc. indicated they have thoroughly vetted the qualifications of their listed subcontractors and are confident with their selections and ability to perform the work required. TLC has worked with these subcontractors on previous projects.

Arcadis has worked with TLC Diversified, Inc. on two recent projects with Pinellas County. Work on both projects has been good and the County has been satisfied with the work completed to date. In addition, TLC Diversified, Inc. has worked on the High Service Pump Replacement and Clearwell Interior Repairs projects at the City's RO WTP and had also previously worked on installing the disc filters at the City's Eastside Water Reclamation Facility. TLC Diversified, Inc. has generally performed well on all City of Venice projects.

Our investigation determined that TLC Diversified, Inc. is a responsible local Contractor with good experience and is capable of performing the work required for this project.

### **Recommendation**

Contingent upon satisfactory review by the City and based on the submitted information, Arcadis recommends that the City award a contract in the amount of four-hundred eighty-five thousand seven hundred dollars (\$485,700.00) to TLC Diversified, Inc. for the City of Venice RO WTP Sodium Hypochlorite Bulk Storage System Replacement project. The review of the proposal shows them to be the lowest responsive and responsible bidder to complete the work as specified and indicated in the Contract Documents.

If additional information is needed, please feel free to contact us.

Sincerely,

ARCADIS U.S., Inc.



Sean Chaparro, P.E.  
Project Manager, Arcadis

Copies:

Javier Vargas, City of Venice  
Michael Knowles, Arcadis

**Attachment A**  
**Bid Tabulation**

**ATTACHMENT A**

City of Venice

RO Water Treatment Plant - Sodium Hypochlorite Bulk Storage System Replacement

BID NUMBER: ITB 3104-19

**BID TABULATION**

ITEM NO.	DESCRIPTION	Quantity	Unit	TOTAL AMOUNT			
				TLC Diversified		Kloote Contracting, Inc.	
				Unit Price	Total Price	Unit Price	Total Price
1	Mobilization & Demobilization	1	Lump sum	\$ 48,000.00	\$ 48,000.00	\$ 168,000.00	\$ 168,000.00
2	Demolition	1	Lump sum	\$ 39,000.00	\$ 39,000.00	\$ 69,636.00	\$ 69,636.00
3	Replacement of Sodium Hypochlorite Bulk Storage System	1	Lump sum	\$ 156,000.00	\$ 156,000.00	\$ 298,076.00	\$ 298,076.00
4	Replacement of Canopy/Roof System	1	Lump sum	\$ 111,000.00	\$ 111,000.00	\$ 93,750.00	\$ 93,750.00
5	Interior coating of Sodium Hypochlorite Bulk Storage Room	1	Lump sum	\$ 56,000.00	\$ 56,000.00	\$ 51,689.00	\$ 51,689.00
6	Interior and exterior crack repairs to Sodium Hypochlorite Bulk Storage Room	30	LF	\$ 90.00	\$ 2,700.00	\$ 94.00	\$ 2,820.00
7	Interior surface spall repair to Sodium Hypochlorite Bulk Storage Room	50	SF	\$ 200.00	\$ 10,000.00	\$ 35.00	\$ 1,750.00
8	Odor Control neutraluzation system modifications	1	Lump sum	\$ 13,000.00	\$ 13,000.00	-	-
9	Owner's Contingency Allowance for additional work, as needed	1	Additional		\$ 50,000.00		\$ 50,000.00
Total Base Bid					\$ 485,700.00		\$ 735,721.00
Rank					1		2

**Attachment B**

**Bid Evaluation Checklist**



**ATTACHMENT B**  
**CITY OF VENICE, FLORIDA**  
**RO WTP – SODIUM HYPOCHLORITE BULK STORAGE SYSTEM REPLACEMENT**  
**BID No. 3104-19**  
**PROPOSAL EVALUATION CHECKLIST**

ITEM DESCRIPTION	TLC Diversified, Inc.	Kloote Contracting, Inc.
All Items Bid	YES	NO – Odor control neutralization system modifications not included
Addendum Acknowledgement	YES	YES
Proposal Bond	YES	YES
Local Preference Documentation	YES	YES – local preference does not apply
Qualifications Statement	YES	YES
How Long in Business	34 years	21 years
Co-operative Procurement with Other Jurisdictions	YES	YES
Form 3A – Interest in Competitive Bid for Public Business	N/A	YES
Indemnification/Hold Harmless	YES	YES
FDEP & US EPA Construction Notice of Intent	YES	YES
Statement of references for Contractor	YES	YES
Contractor's Statement of Sub-contractors	YES	YES
Drug Free Workplace Certification	YES	YES
Non-Collusive Affidavit	YES	YES
Public Entity Crime Information	YES	YES

## **Attachment C**

### **Bidders' List of Subcontractors**

**Attachment C**  
**City of Venice**  
**RO WTP – Sodium Hypochlorite Bulk Storage System Replacement**

**Bidder's List of Subcontractors**

<b>TYPE OF WORK</b>	<b>TLC Diversified, Inc.</b>	<b>Kloote Contracting, Inc.</b>
Roofing Replacement	Specified Architectural Designs Tampa, FL	--
Coatings	Cypress Construction and Coatings, Inc. Lehigh Acres, FL	Universal Painting Tampa, FL
Electrical	--	Bay Area Electric Bradenton, FL
Tanks, Piping, Pump	--	Odyssey Manufacturing Tampa, FL
Demolition	--	Central FL Environmental Tampa, FL