

# KEYSTONE EXCAVATORS, INC.

371 Scarlet Blvd  
Oldsmar, FL 34677  
Phone 813-854-2342

CUC 1225782  
FPC22-000140  
Fax 813-854-2993

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## CM @ Risk Proposal

May 30, 2024

To: Mr. Craig Wilson  
Parks Senior Division Manager  
City of Clearwater  
100 S. Myrtle Ave., Suite 120  
Clearwater, FL 33756

**RE: Clearwater Parks & Recreation – McKay Park Site Improvements  
City Project No.**

As requested, enclosed is the proposal for site improvements at McKay Park for a **Guaranteed Maximum Price of \$1,337,048.04**.

### Scope of Work:

Overall site improvements to include; Installation of Pickleball Courts, Storm Pipe, Sidewalks, Curbs, and Fencing.

### Cost Detail:

Description	Amount
Cost of Work	\$ 1,194,206.25
<b>Subtotal</b>	<b>\$ 1,194,206.25</b>
General Conditions (Bond)	\$ 26,850.00
Contingency 10 %	\$ 115,991.79
<b>Guaranteed Maximum Price</b>	<b>\$ 1,337,048.04</b>

Project Duration shall be 180 calendar days from the date of the Notice to Proceed.

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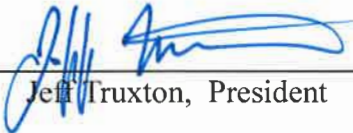
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**Existing Contract:** This proposal is submitted in conjunction with the existing Construction Manager at Risk Services Continuing Contract entered into with the City of Clearwater on **August 21, 2020**, based on **RFQ #40-20**.

**If GMP Exceeds \$150,000:** Per Section III, Article 5.1 of the Contract Specifications, the contractor shall provide to the public entity a certified copy of the recorded bond. Once the City receives a certified copy of the recorded bond, a Notice to Proceed may be issued. Include the attached bond form as well as the Power of Attorney.

For work performed, invoices shall be submitted to the City of Clearwater, Parks Department, Attention: Craig Wilson, 100 S. Myrtle Avenue, Suite 120, Clearwater, Florida, 33756. Contingency services may be billed only after written authorization is provided by the City to proceed with those services.

**KEYSTONE EXCAVATORS, INC.**

By:  \_\_\_\_\_  
Jeff Truxton, President

\_\_\_\_\_ Date

**CITY OF CLEARWATER, FLORIDA**

Approved as to form:

Attest:

\_\_\_\_\_  
Melissa Isabel  
Senior Assistant City Attorney

By: \_\_\_\_\_  
Rosemarie Call  
City Clerk

Countersigned:

\_\_\_\_\_  
Bruce Rector  
Mayor

\_\_\_\_\_  
Jennifer Poirrier  
City Manager

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**PUBLIC CONSTRUCTION BOND**

(1)

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

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

**CONTRACTOR**

KEYSTONE EXCAVATORS, INC.  
371 SCARLET BLVD.  
OLDSMAR, FL 34677  
813-854-2342

**SURETY**

THE OHIO CASUALTY  
INSURANCE COMPANY  
9721 EXECUTIVE CENTER DR., STE 105  
ST. PETERSBURG, FL 33702  
727-568-8728

**OWNER**

City of Clearwater  
Parks & Recreation Dept  
100 S. Myrtle Avenue  
Clearwater, FL 33756  
(727) 562-4285

**PROJECT NAME: McKay Park Site Improvements**

**PROJECT NO.: TBD**

**PROJECT DESCRIPTION:** *Overall site improvements to include; Installation of Pickleball Courts, Storm Pipe, Sidewalks, Curbs, and Fencing.*

BY THIS BOND, We, **KEYSTONE EXCAVATORS, INC**, as Contractor, and **THE OHIO CASUALTY INSURANCE COMPANY**, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of **\$1,337,048.04**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the proposal dated **May 29, 2024**, between Contractor and Owner for construction of **McKay Park Site Improvements**, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and

Bond No.: \_\_\_\_\_

**PUBLIC CONSTRUCTION BOND**

(2)

4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and

5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety’s obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.


**IN TESTIMONY WHEREOF**, witness the hands and seals of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*(If sole Ownership or Partnership, two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).*

**Keystone Excavators, Inc.**

By:   
Title: President  
Print Name: Jeff Truxton

**WITNESS:**  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS:**  
  
Corporate Secretary or Witness  
Print Name: Christie Truxton

*(affix corporate seal)*

**The Ohio Casualty Insurance Company**

By: \_\_\_\_\_  
**ATTORNEY-IN-FACT**  
Print Name: Warren M. Shrum, Jr.

*(affix corporate seal)*

*(Power of Attorney must be attached)*