

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF LARGO ("Owner") and
Keystone Excavators, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Esquire Manor/Whispering Pines Manor/Lake Breeze Estates Roadway and Drainage Improvements**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Land & Water Engineering Science, Inc.
- 3.02 Reference to ENGINEER in the Contract Documents shall be the OWNER, City of Largo Engineering Services Department. The OWNER will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within **300** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **360** days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE-

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment shall be submitted to Brent Larson, City of Largo Construction Manager, by the last calendar day of the month. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment in accordance with section 218.735, Florida Statutes (2018) during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95** percent of Work completed (with the balance being retainage) for the duration of the Project.
 - b. Upon Substantial Completion Contractor may request release of retainage, which will not be unreasonably withheld by the Owner.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of one percent per month.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement
 2. Performance bond
 3. Payment bond
 4. General Conditions
 5. Supplementary Conditions
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings (attached and incorporated) with each sheet bearing the following general title: **LARGO TR03 ROADWAY AND DRAINAGE IMPROVEMENTS**
 8. Addenda
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Insurance Certificates
 - c. List of Personnel
 - d. List of Proposed Subcontractors
 - e. Final Release of Lien
 - f. Final Affidavit
 - g. Surety's Consent to Final Payment
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on Jan 5, 2024 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Largo

Keystone Excavators, Inc.

By: 
John Curp (Jan 4, 2024 18:02 EST)

By: 

Title: City Manager

Title: PRESIDENT

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *Diane L. Bruner*

Attest: 

Title: City Clerk

Title: SECRETARY

Risk Manager

Mary Bossone
Mary Bossone (Jan 4, 2024 15:59 EST)

Reviewed and Approved
By City Attorney:



Address for giving notices:

Address for giving notices:

John P. Curp, City Manager

Keystone Excavators, Inc.

201 Highland Avenue NE

371 Scarlet Blvd

Largo, FL 33770

Oldsmar, FL 34677

With required copy to:

Alan S. Zimmet, Esq.

Bryant Miller Olive, P.A.

One Tampa City Center, Suite 2700

License No.: _____

(where applicable)

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that a meeting of the Board of Directors of KEYSTONE EXCAVATORS, INC., a corporation under the laws of the State of FLORIDA held on SEPTEMBER 1, 2023 the following resolution was duly passed and adopted:

"RESOLVED", that JEFFREY C. TRUXTON, as PRESIDENT of the corporation, be he/she is hereby authorized to execute the Agreement dated _____, 20____, between CITY of LARGO, FLORIDA and this Corporation, and that his/her execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 20th day of DECEMBER, 2023.

Christie L. Truxton

Signature of Secretary
CHRISTIE TRUXTON

(Print or Type)
(Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

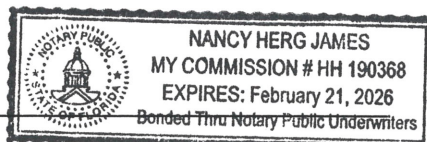
The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 20th day of DECEMBER, 2023, by CHRISTIE TRUXTON, SECRETARY of KEYSTONE EXCAVATORS, INC., a FLORIDA corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
this 20th day of December, 2023

Nancy Herg James

Notary Public

My Commission Expires: _____



CITY OF LARGO ENGINEERING DEPARTMENT

ESQUIRE MANOR/ WHISPERING PINES MANOR/LAKE BREEZE ESTATES ROADWAY AND DRAINAGE IMPROVEMENTS (TRO3)

BID FORM

Item No.	Pay Item Description (City of Largo Base Bid)	Quantity	Unit	Unit Price (\$)	Total Price (\$)
1	Survey & Layout By Contractor (005 0700)	1.00	LS	\$ 78,000.00	\$ 78,000.00
2	Testing Laboratory Allowance (S 4)	1.00	LA	\$ 8,000.00	\$ 8,000.00
3	Mobilization (101 0100)	1.00	LS	\$ 400,000.00	\$ 400,000.00
4	Traffic Control (102 0100)	1.00	LS	\$ 165,000.00	\$ 165,000.00
5	Erosion Control Measures (104)	1.00	LS	\$ 38,750.00	\$ 38,750.00
6	Clear & Grub (110 1)	1.00	LS	\$ 210,000.00	\$ 210,000.00
7	Excavation of Unsuitable Materials (120 2)	250.00	CY	\$ 35.00	\$ 8,750.00
8	Root Control Barrier (110 2)	75.00	LF	\$ 50.00	\$ 3,750.00
9	Root Pruning (110 3)	150.00	LF	\$ 20.00	\$ 3,000.00
10	Mailbox Relocation (110)	50.00	EA	\$ 225.00	\$ 11,250.00
11	Mailbox Replacement, Masonry (110)	2.00	EA	\$ 5,000.00	\$ 10,000.00
12	Performance Turf (570)	24,600.00	SY	\$ 7.00	\$ 172,200.00
16	1.5" Milling (327)	1,910.00	SY	\$ 14.25	\$ 27,217.50
17	1.5" Superpave 9.5 Asphaltic Concrete (324)	1,020.00	TN	\$ 300.00	\$ 306,000.00
18	9" FDR Base (392)	10,560.00	SY	\$ 38.00	\$ 401,280.00
19	Miami Curb (520)	9,615.00	LF	\$ 56.00	\$ 538,440.00
20	Valley Curb (520)	60.00	LF	\$ 110.00	\$ 6,600.00
21	Concrete Sidewalk, 4" (522 1)	3,515.00	SY	\$ 120.00	\$ 421,800.00
22	Concrete Sidewalk, 6" (522 1)	170.00	SY	\$ 157.00	\$ 26,690.00
23	Concrete Driveway (522 3)	3,250.00	SY	\$ 157.00	\$ 510,250.00
24	Detectable Warning (527)	40.00	SF	\$ 35.00	\$ 1,400.00
25	Storm Inlet, Type RC 3 (425)	1.00	EA	\$ 10,900.00	\$ 10,900.00
26	Storm Inlet, Type RC 4 (425)	8.00	EA	\$ 11,000.00	\$ 88,000.00
27	Storm Inlet, Ditch Bottom Inlet, Type D (425)	2.00	EA	\$ 8,300.00	\$ 16,600.00
28	Drainage Manhole, 4' Diameter (425)	5.00	EA	\$ 8,500.00	\$ 42,500.00
29	18" RCP (430)	56.00	LF	\$ 200.00	\$ 11,200.00
30	24" RCP (430)	935.00	LF	\$ 225.00	\$ 210,375.00
31	12" x 18" ERCP (430)	115.00	LF	\$ 215.00	\$ 24,725.00
32	19" x 30" ERCP (430)	89.00	LF	\$ 300.00	\$ 26,700.00
33	12" PVC C 900 (430)	52.00	LF	\$ 125.00	\$ 6,500.00
34	Underdrain System (440)	4,235.00	LF	\$ 60.00	\$ 254,100.00
35	Signs (700)	4.00	EA	\$ 300.00	\$ 1,200.00
36	Thermoplastic, Standard, White Solid, 12" (711)	200.00	LF	\$ 10.00	\$ 2,000.00
37	Thermoplastic, Standard, White Solid, 24" (711)	40.00	LF	\$ 15.00	\$ 600.00
38	Sanitary Sewer Pipe, 8 Inch C900 PVC (730)	44.00	LF	\$ 315.00	\$ 13,860.00
39	Sanitary Sewer 4 Foot Manhole	1.00	EA	\$ 12,600.00	\$ 12,600.00
40	Adjustment of Existing Structures & Service Lines, Misc. (800)	15.00	EA	\$ 1,500.00	\$ 22,500.00
TOTAL CITY OF LARGO BASE BID				\$	\$ 4,092,737.50

Item No.	Pay Item Description (Pinellas County Base Bid)	Quantity	Unit	Unit Price (\$)	Total Price (\$)
005 0700	Survey Construction Layout and As-Built (WM)	1.00	LS	\$ 14,250.00	\$ 14,250.00
PW 330521 202 06FP18	6" Directional Drill Fusible PVC Pipe, C 900 DR 18	3,380.00	LF	\$ 108.00	\$ 365,040.00
PW 330521 202 06P18RJC	6" Directional Drill PVC Restrained Joint Pipe and Couplings C 900 DR 18	225.00	LF	\$ 125.00	\$ 28,125.00
PW 331101 105 90204	Disconnect & Plug 2" or 4" Pipe	9.00	EA	\$ 500.00	\$ 4,500.00
PW 331101 105 90608	Disconnect & Plug 6" or 8" Pipe	6.00	EA	\$ 750.00	\$ 4,500.00
PW 331101 304 06P18	6" PVC Pipe, C 900 DR 18	1,430.00	LF	\$ 67.00	\$ 95,810.00
PW 331101 304 06P18RJC	6" PVC Restrained Joint Pipe and Fittings, C 900 DR 18	95.00	LF	\$ 265.00	\$ 25,175.00
PW 331101 304 9006D	6" DIP Pipe (CL 350) Offset < 50'	1.00	EA	\$ 8,100.00	\$ 8,100.00
PW 331101 305 90204	Remove Out of Service Pipe 2" to 4"	1,445.00	LF	\$ 15.00	\$ 21,675.00
PW 331101 305 90608	Remove Out of Service Pipe 6" to 8"	105.00	LF	\$ 25.00	\$ 2,625.00
PW 331101 308 06SC	6" Sleeved Connection	7.00	EA	\$ 1,500.00	\$ 10,500.00
PW 331101 308 968RD	Reverse Deadman for 6" Pipe	6.00	EA	\$ 3,250.00	\$ 19,500.00
PW 331101 309 06RW515	6" RWGV & Box C 515	7.00	EA	\$ 4,425.00	\$ 30,975.00
PW 331101 310 0002	Fire Hydrant Assembly	8.00	EA	\$ 10,100.00	\$ 80,800.00
PW 331101 312 0606TV	6" x 6" Tapping Sleeve Valve & Box	5.00	EA	\$ 8,000.00	\$ 40,000.00
PW 331101 314 02SS	2" Service Connection (Short Side)	2.00	EA	\$ 3,750.00	\$ 7,500.00
PW 331101 314 01LS	1" Service Connection (Long Side)	94.00	EA	\$ 3,600.00	\$ 338,400.00
PW 331101 314 01SS	1" Service Connection (Short Side)	95.00	EA	\$ 2,375.00	\$ 225,625.00
353 0100	Driveway Restoration (In Kind)	64.00	SY	\$ 225.00	\$ 14,400.00
PW 999 0000	Pinellas County Unspecified Work (Allowance)	1.00	LS	\$ 250,000.00	\$ 250,000.00
TOTAL PINELLAS COUNTY BASE BID				\$	\$ 1,587,500.00
TOTAL PROJECT BASE BID				\$	\$ 5,680,237.50

Item No.	Pay Item Description (City of Largo Alternate A)	Quantity	Unit	Unit Price (\$)	Total Price (\$)
Remove					
18	9" FDR Base (392)	10,560.00	SY	\$ 38.00	\$ (401,280.00)
Add					
9.5	12" Stabilization (40 LBR) (160)	10,560.00	SY	\$ 20.00	\$ 211,200.00
15	8" Crushed Concrete Base (100 LBR) (200)	10,560.00	SY	\$ 36.00	\$ 380,160.00
16A	1.5" Milling (327)	10,560.00	SY	\$ 10.00	\$ 105,600.00
TOTAL CITY OF LARGO (ALTERNATE A) BASE BID				\$	\$ 295,680.00
TOTAL PINELLAS COUNTY BASE BID				\$	\$ 1,587,500.00
TOTAL PROJECT (ALTERNATE A) BASE BID				\$	\$ 5,975,917.50









Agreement between Owner and Contractor for Construction Contract (Keystone Excavators) w-ASZ signature (02655251)

Final Audit Report

2024-01-05

Created:	2024-01-03
By:	Diane Bruner (dbruner@largo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA70Tq-CmSAtoonPL0WR-b2phYf1IfwaiE

"Agreement between Owner and Contractor for Construction Co ntract (Keystone Excavators) w-ASZ signature (02655251)" Hist ory

-  Document created by Diane Bruner (dbruner@largo.com)
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-  Document emailed to Mary Bossone (mbossone@largo.com) for signature
2024-01-03 - 1:27:30 PM GMT
-  Email viewed by Mary Bossone (mbossone@largo.com)
2024-01-04 - 8:58:48 PM GMT
-  Document e-signed by Mary Bossone (mbossone@largo.com)
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-  Document emailed to John Curp (jcurp@largo.com) for signature
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2024-01-04 - 10:59:14 PM GMT
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Signature Date: 2024-01-04 - 11:02:46 PM GMT - Time Source: server
-  Document emailed to Diane Bruner (dbruner@largo.com) for signature
2024-01-04 - 11:02:47 PM GMT

 Email viewed by Diane Bruner (dbruner@largo.com)

2024-01-05 - 1:11:12 PM GMT

 Document e-signed by Diane Bruner (dbruner@largo.com)

Signature Date: 2024-01-05 - 1:11:36 PM GMT - Time Source: server

 Agreement completed.

2024-01-05 - 1:11:36 PM GMT