

SECTION V

CONTRACT DOCUMENTS

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Bond No.: _____

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**SURETY****OWNER**

Keystone Excavators

[name]

371 Scarlet Blvd

Oldsmar, FL 34677

[principal business address]

813-854-2342

[phone number]

[name]

[principal business address]

[phone number]

City of Clearwater

Public Works-

Engineering

100 South Myrtle Avenue

Clearwater, FL 33756

(727) 562-4750

PROJECT NAME: 2025 Stormwater Repair**PROJECT NO.:** 24-0019-EN

PROJECT DESCRIPTION: The intent of this bid to obtain competitive prices in order to establish an annual contract for as needed services for Stormwater infrastructure improvements and repairs. The successful contractor will be required to enter into a contract with the City of Clearwater and provide all labor, equipment, and materials for Stormwater infrastructure improvements and repairs. The various items shall be performed in accordance with City of Clearwater specifications and in conformity with the existing line, grade, and dimensions. All quantities are estimates only and the City is not obligated to purchase any minimum or maximum amount during the life of the Contract. All or part of the work is to be Unit Price Work, as referenced in Section III, Article 11.3 of the Contract Documents.

The work will be assigned at various locations within the limits of the City of Clearwater jurisdiction.

The contract duration will be for ONE (1) year from the notice to proceed date. City reserves the right to extend the contract on a yearly basis, and up to FOUR (4) one-year renewal terms and will be awarded on Unit Price basis, as referenced in Section IV, 101 of the Contract Documents.

Services will be provided on an as needed basis. It is in the best interest of the City, the City may award services to multiple contractors, providing a variety of options, to maximize service availability with the intent to distribute purchases that best meets the needs of the city.

SECTION V – Contract Documents

The Contractor shall provide copies of a current Contractor License/Registration with the State of Florida and Pinellas County in the bid response.

The Contractor shall provide 2 portable project signs as described in Section III, Article 23 of the Contract Documents. The final number of project signs will be determined at the beginning of the project based on the Contractor's schedule of work submitted for approval. Additional project signs may be required at no additional cost to the Owner due to the Contractor's schedule of work.

BY THIS BOND, We, _____, as Contractor, and _____, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$ 1,522,824.00, 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 contract dated _____, between Contractor and Owner for construction of **2025 Stormwater Repairs** 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

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(2)

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
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

By: _____
Title: _____
Print Name: _____

WITNESS:

WITNESS:

Corporate Secretary or Witness
Print Name: _____

Print Name: _____

(affix corporate seal)

(Corporate Surety)

By: _____
ATTORNEY-IN-FACT
Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

CONTRACT

(1)

This **CONTRACT** made and entered into this ____ day of _____, 20____ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and Keystone Excavators, Inc. of the City of Oldsmar County of Pinellas and State of Florida, hereinafter designated as the "Contractor".

[Or, if out of state:]

This **CONTRACT** made and entered into this ____ day of _____, 20____ by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and _____, a/an _____ (State) Corporation authorized to do business in the State of Florida, of the City of _____ County of _____ and State of _____, hereinafter designated as the "Contractor".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

PROJECT NAME: 2025 Stormwater Repair

PROJECT NO.: 24-0019-EN

in the amount of \$ 1,522,824.00

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, technical specifications, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

CONTRACT

(2)

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES, TO THE LIMITS OF § 725.06(2).

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

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 worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the public construction bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such public construction bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

(3)

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, City Clerk, AT Rosemarie.Call@myclearwater.com, 727-562-4092, 600 Cleveland St. Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

CONTRACT

(4)

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

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.

**CITY OF CLEARWATER
IN PINELLAS COUNTY, FLORIDA**

By: _____
Jennifer Poirrier
City Manager

(SEAL)

Attest:

Countersigned:

Rosemarie Call
City Clerk

By: _____
Bruce Rector
Mayor

Approved as to form:

Jerrold Simpson
Senior Assistant City Attorney

Contractor must indicate whether:

_____ Corporation, _____ Partnership, _____ Company, or _____ Individual

(Contractor)

By: _____ (SEAL)

Print Name: _____

Title: _____

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation – **provide Affidavit.**

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER: City of Clearwater PROJECT NAME: **2025 Stormwater Repair**

Public Works- PROJECT NO.: **24-0019-EN**
Engineering

100 S. Myrtle Ave. CONTRACT DATE: []

Clearwater, FL 33756 BOND NO.: [], recorded in O.R. Book [],
Page [], of the Public Records of Pinellas County, Florida.

CONTRACTOR: []

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the:

[insert name of Surety]

[address]

[address]

, SURETY,

on bond of

[insert name of Contractor]

[address]

[address]

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve Surety of any of its obligations to

City of Clearwater

Public Works-Engineering

100 S. Myrtle Ave.

Clearwater, FL 33756

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand this ____ day of _____, _____

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:

(Seal):

PROPOSAL/BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Keystone Excavators, Inc.
 _____ as Contractor, and The Ohio Casualty Insurance Company
 _____ as Surety, whose address is _____
175 Berkeley Street, Boston, MA 02116, are held and firmly bound unto the City
 of Clearwater, Florida, in the sum of Ten Percent of Amount Bid Dollars
 (\$ 10% of Amount Bid) (being a minimum of 10% of Contractor's total bid amount) for the payment of which,
 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Keystone Excavators, Inc.
 _____ as Contractor, and The Ohio Casualty Insurance Company _____ as Surety, for
 work specified as: City of Clearwater Annual Stormwater Repair
Stormwater Infrastructure Improvements and Repair - 24-0019-EN REISSUE
 all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and
 specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the
 above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract,
 in writing, and furnish the required Public Construction Bond with surety or sureties to be approved by the
 City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and
 the full amount of this Proposal/Bid Bond will be paid to the City as stipulated or liquidated damages.

Principal must indicate whether:

X _____ Corporation, _____ Partnership, _____ Company, or _____ Individual

Signed this 6th day of August, 2025Keystone Excavators, Inc.

Contractor

Principal

By: Matthew M. Bolinger
TitleThe Ohio Casualty Insurance CompanySurety Brett Rosenhaus, Attorney-in-Fact

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title;
 where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the
 Corporation – **provide Affidavit.**

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA)

COUNTY OF PINELAS)

CHRISTIE TRUXTON, being duly sworn, deposes and says that he/she is Secretary of KEYSTONE EXCAVATORS, INC. a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

371 S. 1ST AVE
(Street & Number)

OLDSMAR
(City)

PINELAS
(County)

FL
(State)

Affiant further says that he is familiar with the records, minute books and by-laws of

KEYSTONE EXCAVATORS, INC.
(Name of Corporation)

Affiant further says that MARLON M. FRANK is VICE PRESIDENT
(Officer's Name) (Title)

of the corporation, is duly authorized to sign the Proposal for KEYSTONE EXCAVATORS, INC.

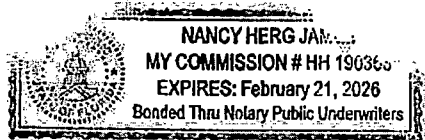
or said corporation by virtue of

PROVISION OF BY LAWS

(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption)

CHRISTIE TRUXTON

CHRISTIE TRUXTON
Affiant

Sworn to before me this 12th day of AUGUST, 2025.

Nancy Herg James
Notary Public

Type/print/stamp name of Notary

Title or rank, and Serial No., if any



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213633 - 964020**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett Rosenhaus; Christian Collins; D.A. Belis; Taylor Rosenhaus

all of the city of Delray Beach state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of August, 2025



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

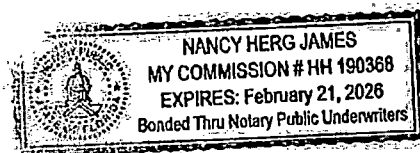
COUNTY OF PINELLAS)MARCUS M. EPLING being, first duly sworn, deposes and says that he is

VICE PRESIDENT of KEYSTONE EXCAVATORS, INC.,
 the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that
 said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder
 on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly,
 with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and
 has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or
 conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit
 or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of
 Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements
 contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly
 submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association
 or to any member or agent thereof.

M. Epling
 Affiant MARCUS M. EPLING

Sworn to and subscribed before me this 12th day of AUGUST, 20 25

Nancy Herg James
 Notary Public



PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

Stormwater Repair (24-0019-EN Reissue)

and doing such other work incidental thereto, all in accordance with the contract documents, marked

Stormwater Repair (24-0019-EN Reissue)

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Public Construction Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

2025 Stormwater Repair (24-0019-EN)

and doing such other work incidental thereto, all in accordance with the contract documents, marked

2025 Stormwater Repair (24-0019-EN)

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Public Construction Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

PROPOSAL

(2)

Attached hereto is a bond or certified check on THE OHIO CASUALTY INSURANCE
Company Bank, for the sum of ONE HUNDRED
FIFTY-TWO THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND (\$ 152,282.40)
 (being a minimum of 10% of Contractor's total bid amount). Forty Cents.

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub-contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES:

ADDRESSES:

JEFF TRUXTON - PRESIDENT 371 SCARLET BLVD, OLDSMAR, FL 34677
CHRISTIE TRUXTON - SECRETARY 371 SCARLET BLVD, OLDSMAR, FL 34677

Signature of Bidder

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal M. Truxton, MARCUS M. ERLING

By MARCUS M. ERLINGTitle: VICE PRESIDENTCompany Legal Name: KEYSTONE EXCAVATORS, INC.Doing Business As (if different than above): N/ABusiness Address of Bidder: 371 SCARLET BLVD, OLDSMAR, FL 34677City and State: OLDSMAR, FLORIDAZip Code 34677Phone: 813-854-2342Email Address: MARCUS@KEYSTONEEXCAVATORS.COM

Dated at 371 SCARLET BLVD, OLDSMAR, this 12 day of AUGUST, A.D., 2025
FL 34677

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: Stormwater Repair (24-0019-EN Reissue)

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

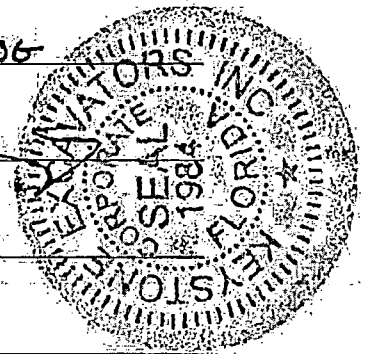
Addendum No. <u>1</u>	Date: <u>6/20/25</u>
Addendum No. <u>2</u>	Date: <u>6/25/25</u>
Addendum No. <u>3</u>	Date: <u>7/22/25</u>
Addendum No. <u>4</u>	Date: <u>7/23/25</u>
Addendum No. <u>5</u>	Date: <u>7/24/25</u>
Addendum No. <u>6</u>	Date: <u>8/4/25</u>
Addendum No. <u>7</u>	Date: <u>8/4/25</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

MARCUS M. EPLING
(Name of Bidder)

[Signature]
(Signature of Officer)

VICE PRESIDENT
(Title of Officer)

8/12/25
(Date)



BIDDER'S PROPOSAL

PROJECT: Stormwater Repair (24-0019-EN Reissue)

CONTRACTOR: KEYSTONE EXCAVATORS, INC.

BIDDER'S GRAND TOTAL: \$ 1,522,824.00 (Numbers)

BIDDER'S GRAND TOTAL: ONE Million Five Hundred Twenty-Two
THOUSAND EIGHT HUNDRED Twenty-Four DOLLARS AND ZERO CENTS

(Words)

Insert Bid Tab Table Here - (SEE ATTACHED BID TAB TABLE)

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2.5	Plugging & Abandon In-Place and Grout Pipe	10	CY	425.00	4,250.00
2.6	Remove and Dispose In-Place Pipe	10	LF	100.00	1,000.00
2.7	Erosion Protection-Rip Rap	10	TN	450.00	4,500.00
2.8	Gabion Baskets	10	CY	625.00	6,250.00
2.9	Import Fill	10	CY	65.00	650.00
2.10	Export Material to Non-City Facility	10	CY	65.00	650.00
2.11 Channel Excavation					
2.11.a	Channel Excavation - Minor	10	CY	140.00	1,400.00
2.11.b	Channel Excavation-Major	10	CY	100.00	1,000.00
2.12	Seawall Grout	10	CF	500.00	5,000.00
2.13	Flowable Fill	10	CY	650.00	6,500.00
2.14	Remove and Dispose In-Place Pipe Depth >6'≤ 10'	10	LF	100.00	1,000.00
3.0 Drainage Pipe Depth ≤ 6'					
Pipe Depth ≤ 6'					
3.1	15" Reinforced Concrete Pipe (RCP)	10	LF	250.00	2,500.00
3.2	18" Reinforced Concrete Pipe (RCP)	10	LF	280.00	2,800.00
3.3	24" Reinforced Concrete Pipe (RCP)	10	LF	340.00	3,400.00
3.4	30" Reinforced Concrete Pipe (RCP)	10	LF	400.00	4,000.00
3.5	36" Reinforced Concrete Pipe (RCP)	10	LF	440.00	4,400.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3.6	42" Reinforced Concrete Pipe (RCP)	10	LF	590.00	5,900.00
3.7	48" Reinforced Concret Pipe (RCP)	10	LF	690.00	6,900.00
3.8	12" HDPE Pipe Smooth Interior	10	LF	250.00	2,500.00
3.9	15" HDPE Pipe Smooth Interior	10	LF	250.00	2,500.00
3.10	18" HDPE Pipe Smooth Interior	10	LF	280.00	2,800.00
3.11	24" HDPE Pipe Smooth Interior	10	LF	340.00	3,400.00
3.12	30" HDPE Pipe Smooth Interior	10	LF	400.00	4,000.00
3.13	36" HDPE Pipe Smooth Interior	10	LF	440.00	4,400.00
3.14	42" HDPE Pipe Smooth Interior	10	LF	590.00	5,900.00
3.15	48" HDPE Pipe Smooth Interior	10	LF	690.00	6,900.00
3.16	City Standard Curb Inlet (S.D. A-9)	10	EA	5,940.00	59,400.00
3.17	FDOT Type J-7T M.H. (5x5)	10	EA	6,925.00	69,250.00
3.18	FDOT Type J-7T M.H. (6x6)	10	EA	9,365.00	93,650.00
3.19	FDOT Type J-7T M.H. (6x7)	10	EA	10,320.00	103,200.00
3.20	FDOT Type "F" D.B.I	10	EA	4,760.00	47,600.00
3.21	FDOT Type "C" D.B.I	10	EA	3,065.00	30,650.00
3.22	Dewatering	10	LF	325.00	3,250.00
PIPE DEPTH > 6' ≤ 10'					
3.23	15" Reinforced Concrete Pipe (RCP)	10	LF	300.00	3,000.00
3.24	18" Reinforced Concrete Pipe (RCP)	10	LF	330.00	3,300.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3.25	24" Reinforced Concrete Pipe (RCP)	10	LF	390.00	3,900.00
3.26	30" Reinforced Concrete Pipe (RCP)	10	LF	450.00	4,500.00
3.27	36" Reinforced Concrete Pipe (RCP)	10	LF	490.00	4,900.00
3.28	42" Reinforced Concrete Pipe (RCP)	10	LF	640.00	6,400.00
3.29	48" Reinforced Concret Pipe (RCP)	10	LF	740.00	7,400.00
3.30	12" HDPE Pipe Smooth Interior	10	LF	300.00	3,000.00
3.31	15" HDPE Pipe Smooth Interior	10	LF	300.00	3,000.00
3.32	18" HDPE Pipe Smooth Interior	10	LF	330.00	3,300.00
3.33	24" HDPE Pipe Smooth Interior	10	LF	390.00	3,900.00
3.34	30" HDPE Pipe Smooth Interior	10	LF	450.00	4,500.00
3.35	36" HDPE Pipe Smooth Interior	10	LF	490.00	4,900.00
3.36	42" HDPE Pipe Smooth Interior	10	LF	640.00	6,400.00
3.37	48" HDPE Pipe Smooth Interior	10	LF	740.00	7,400.00
3.38	City Standard Curb Inlet (S.D. A-9)	10	EA	7,640.00	76,400.00
3.39	FDOT Type J-7 M.H. (5x5)	10	EA	9,050.00	90,500.00
3.40	FDOT Type J-7 M.H. (6x6)	10	EA	11,700.00	117,000.00
3.41	FDOT Type J-7 M.H. (6x7)	10	EA	12,860.00	128,600.00
3.42	FDOT Type "F" D.B.I	10	EA	6,245.00	62,450.00
3.43	FDOT Type "C" D.B.I	10	EA	7,640.00	76,400.00
3.44	Underdrain Removal and Replacement (6" and 8")	10	LF	195.00	1,950.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3.45	Dewatering	10	LF	315.00	3,150.00
4.0 Paving & Marking and Milling/Paving					
Paving and Marking					
4.1	8" Roadway Base (LBR 100)	10	SY	50.00	500.00
4.2	12" Stabilized Subgrade (LBR 40)	10	SY	25.00	250.00
4.3	Straight Curb	10	LF	75.00	750.00
4.4	Header Curb	10	LF	75.00	750.00
4.5	City Modified Curb	10	LF	75.00	750.00
4.6	City Type I Curb	10	LF	75.00	750.00
4.7	Valley Gutter Curb	10	LF	85.00	850.00
4.8	R&R 6" Concrete Sidewalk	10	SF	25.00	250.00
4.9	R&R Concrete Driveway Restoration	10	SF	25.00	250.00
4.10	Pedestrian Ramps w/ Detectable Warning	10	EA	2,750.00	27,500.00
4.11	Remove and Replace Curbs	10	LF	125.00	1,250.00
Milling/Paving					
4.12	Milling (up to 2") (includes disposal at non-city facility)	10	SY	20.00	200.00
4.13	Milling (2"-4") (includes disposal at non-city facility)	10	SY	25.00	250.00
4.14	Superpave Asphalt Concrete, Type SP 12.5	10	TN	300.00	3,000.00
4.15	Superpave Asphalt Concrete, Type SP 9.5	10	TN	345.00	3,450.00
5.0 Landscaping and Restoration (includes disposal at non-city facility)					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5.1	Tree Removal (0"-12" Diameter)	10	EA	1,500.00	15,000.00
5.2	Tree Removal (13"-24" Diameter)	10	EA	2,500.00	25,000.00
5.3	Tree Removal (25"-48" Diameter)	10	EA	4,000.00	40,000.00
5.4	Tree Removal (Greater than 48" Diameter)	10	EA	4,500.00	45,000.00
5.5	Tree Barricade	10	LF	12.00	120.00
5.6	Root Pruning	10	LF	10.00	100.00
5.7	Tree Planting and Watering (furnish tree/bag and install/fill bag 1x) (2"-4" caliper-Native Species)	10	EA	1,485.00	14,850.00
5.8	Tree Planting and Watering (furnish tree/bag and install/fill bag 1x) (5"-6" caliper-Native Species)	10	EA	2,875.00	28,750.00
5.9 Sod Restoration (In Kind)					
5.9.1	Bahia	10	SF	3.00	30.00
5.9.2	St. Augustine	10	SF	4.00	40.00
6.0 Emergency Debris Removal					
6.1	Mobilization (Baseline rate \$5000 enter \$5,000 for unit cost)	1	EA	5,000.00	5,000.00
6.2	Pickup with hand tools	10	HR	37.50	375.00
6.3	10 wheel dump truck with driver	10	HR	135.00	1,350.00
6.4	Loader (938 or Similar)	10	HR	112.50	1,125.00
6.5	Skid Steer (Operator not included)	10	HR	112.50	1,125.00
6.6	D-3 Bulldozer (Operator not included)	10	HR	112.50	1,125.00
6.7	Operator - All Equipment	10	HR	90.00	900.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6.8	Back Hoe (Operator not included)	10	HR	112.50	1,125.00
6.9	Supervisor	10	HR	142.50	1,425.00
6.10	Laborer	10	HR	80.00	800.00
6.11	Debris Disposal	10	CY	175.00	1,750.00
6.12	Alternative Debris Disposal	10	TN	200.00	2,000.00
6.13	Grapple Truck-Self Loading (includes Driver)	10	CY	65.00	650.00
TOTAL		1,386,090.00			

TOTALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	10% Contingency fee from total for Sections 1-5 above	1	LS	136,734.00	136,734.00
TOTAL		136,734.00			

SUBMITTAL REQUIREMENTS * ENTIRE VENDOR QUESTIONNAIRE IS ANSWERED ON ONLINE SUBMISSION

1 Certified Business*

Are you a Certified Small Business or a Certified Minority, Woman or Disadvantaged Business Enterprise?

☐ Yes

☒ No

*Response required

When equals "Yes"

*Certified Business Type**

Pick one of the following

Select all that apply

☐ Certified Small Business

☐ Certified Minority, Woman, or Disadvantaged Business Enterprise

*Response required

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.0 Mobilization					
	Mobilization (Baseline rate \$5000				
1.1	enter \$5,000 for unit cost)	1	EA	\$5,000.00	\$5,000.00
1.2 Maintenance					
1.2a	MOT-Arterial	10	EA	\$700.00	\$7,000.00
1.2b	MOT-Local	10	EA	\$700.00	\$7,000.00
1.3 Erosion and S					
1.3a	Silt Fence	10	LF	\$10.00	\$100.00
1.3b	Inlet Protection	10	EA	\$325.00	\$3,250.00
1.4	Work Zone Sign	1	EA	\$500.00	\$500.00
	Pipes/Structures				
1.5		1	Per Day	\$4,000.00	\$4,000.00
2.0 Earthwork					
	Unsuitable Material Removal and				
	Replace				
2.1		10	CY	\$80.00	\$800.00
	Swale Grading				
2.2		10	LF	\$120.00	\$1,200.00
2.3	Swale-Seed Type XX Blend	10	SY	\$50.00	\$500.00
	Swale-Erosion Control(Excelsior				
	or Approved Equale)FDOT ##				
2.4		10	SY	\$50.00	\$500.00
	Plugging & Abandon In-Place and				
	Grout Pipe				
2.5		10	CY	\$425.00	\$4,250.00
	Pipe				
2.6		10	LF	\$100.00	\$1,000.00
	Erosion Protection-Rip Rap				
2.7		10	TN	\$450.00	\$4,500.00
	Gabion Baskets				
2.8		10	CY	\$625.00	\$6,250.00
	Import Fill				
2.9		10	CY	\$65.00	\$650.00
	Facility				
2.1		10	CY	\$65.00	\$650.00
2.11 Channel Exc					
	Channel Excavation - Minor				
2.11.a		10	CY	\$140.00	\$1,400.00
2.11.b	Channel Excavation-Major	10	CY	\$100.00	\$1,000.00
	Seawall Grout				
2.12		10	CF	\$500.00	\$5,000.00
2.13	Flowable Fill	10	CY	\$650.00	\$6,500.00
	Remove and Dispose In-Place				
2.14	Pipe Depth >6'≤ 10'	10	LF	\$100.00	\$1,000.00
3.0 Drainage Pip					
Pipe Depth ≤ 6'					
	15" Reinforced Concrete Pipe				
3.1 (RCP)		10	LF	\$250.00	\$2,500.00
	18" Reinforced Concrete Pipe				
3.2 (RCP)		10	LF	\$280.00	\$2,800.00
	24" Reinforced Concrete Pipe				
3.3 (RCP)		10	LF	\$340.00	\$3,400.00
	30" Reinforced Concrete Pipe				
3.4 (RCP)		10	LF	\$400.00	\$4,000.00
	36" Reinforced Concrete Pipe				
3.5 (RCP)		10	LF	\$440.00	\$4,400.00
	42" Reinforced Concrete Pipe				
3.6 (RCP)		10	LF	\$590.00	\$5,900.00
3.7	48" Reinforced Concret Pipe	10	LF	\$690.00	\$6,900.00
3.8	12" HDPE Pipe Smooth Interior	10	LF	\$250.00	\$2,500.00
3.9	15" HDPE Pipe Smooth Interior	10	LF	\$250.00	\$2,500.00
3.1	18" HDPE Pipe Smooth Interior	10	LF	\$280.00	\$2,800.00
3.11	24" HDPE Pipe Smooth Interior	10	LF	\$340.00	\$3,400.00
3.12	30" HDPE Pipe Smooth Interior	10	LF	\$400.00	\$4,000.00

3.13	36" HDPE Pipe Smooth Interior	10 LF	\$440.00	\$4,400.00
3.14	42" HDPE Pipe Smooth Interior	10 LF	\$590.00	\$5,900.00
3.15	48" HDPE Pipe Smooth Interior	10 LF	\$690.00	\$6,900.00
3.16	City Standard Curb Inlet (S.D. A-9)	10 EA	\$5,940.00	\$59,400.00
3.17	FDOT Type J-7T M.H. (5x5)	10 EA	\$6,925.00	\$69,250.00
3.18	FDOT Type J-7T M.H. (6x6)	10 EA	\$9,365.00	\$93,650.00
3.19	FDOT Type J-7T M.H. (6x7)	10 EA	\$10,320.00	\$103,200.00
3.2	FDOT Type "F" D.B.I	10 EA	\$4,760.00	\$47,600.00
3.21	FDOT Type "C" D.B.I	10 EA	\$3,065.00	\$30,650.00
3.22	Dewatering	10 LF	\$325.00	\$3,250.00
PIPE DEPTH > 6'				
	15" Reinforced Concrete Pipe			
3.23	(RCP)	10 LF	\$300.00	\$3,000.00
	18" Reinforced Concrete Pipe			
3.24	(RCP)	10 LF	\$330.00	\$3,300.00
	24" Reinforced Concrete Pipe			
3.25	(RCP)	10 LF	\$390.00	\$3,900.00
	30" Reinforced Concrete Pipe			
3.26	(RCP)	10 LF	\$450.00	\$4,500.00
	36" Reinforced Concrete Pipe			
3.27	(RCP)	10 LF	\$490.00	\$4,900.00
	42" Reinforced Concrete Pipe			
3.28	(RCP)	10 LF	\$640.00	\$6,400.00
3.29	48" Reinforced Concret Pipe	10 LF	\$740.00	\$7,400.00
3.3	12" HDPE Pipe Smooth Interior	10 LF	\$300.00	\$3,000.00
3.31	15" HDPE Pipe Smooth Interior	10 LF	\$300.00	\$3,000.00
3.32	18" HDPE Pipe Smooth Interior	10 LF	\$330.00	\$3,300.00
3.33	24" HDPE Pipe Smooth Interior	10 LF	\$390.00	\$3,900.00
3.34	30" HDPE Pipe Smooth Interior	10 LF	\$450.00	\$4,500.00
3.35	36" HDPE Pipe Smooth Interior	10 LF	\$490.00	\$4,900.00
3.36	42" HDPE Pipe Smooth Interior	10 LF	\$640.00	\$6,400.00
3.37	48" HDPE Pipe Smooth Interior	10 LF	\$740.00	\$7,400.00
3.38	City Standard Curb Inlet (S.D. A-9)	10 EA	\$7,640.00	\$76,400.00
3.39	FDOT Type J-7 M.H. (5x5)	10 EA	\$9,050.00	\$90,500.00
3.4	FDOT Type J-7 M.H. (6x6)	10 EA	\$11,700.00	\$117,000.00
3.41	FDOT Type J-7 M.H. (6x7)	10 EA	\$12,860.00	\$128,600.00
3.42	FDOT Type "F" D.B.I	10 EA	\$6,245.00	\$62,450.00
3.43	FDOT Type "C" D.B.I	10 EA	\$7,640.00	\$76,400.00
	Underdrain Removal and			
3.44	Replacement (6" and 8")	10 LF	\$195.00	\$1,950.00
3.45	Dewatering	10 LF	\$325.00	\$3,250.00
4.0 Paving & Ma				
Paving and Mark				
4.1	8" Roadway Base (LBR 100)	10 SY	\$50.00	\$500.00
4.2	12" Stablized Subgrade (LBR 40)	10 SY	\$25.00	\$250.00
4.3	Straight Curb	10 LF	\$75.00	\$750.00
4.4	Header Curb	10 LF	\$75.00	\$750.00
4.5	City Modified Curb	10 LF	\$75.00	\$750.00
4.6	City Type I Curb	10 LF	\$75.00	\$750.00
4.7	Valley Gutter Curb	10 LF	\$85.00	\$850.00
4.8	R&R 6" Concrete Sidewalk	10 SF	\$25.00	\$250.00
	R&R Concrete Driveway			
4.9	Restoration	10 SF	\$25.00	\$250.00
	Pedestrain Ramps w/ Detectable			
4.1	Warning	10 EA	\$2,750.00	\$27,500.00
4.11	Remove and Replace Curbs	10 LF	\$125.00	\$1,250.00
Milling/Paving				
	Milling (up to 2") (includes			
4.12	disposal at non-city facility)	10 SY	\$20.00	\$200.00
	Milling (2"-4") (includes disposal			
4.13	at non-city facility)	10 SY	\$25.00	\$250.00
	Superpave Asphalt Concrete,			
4.14	Type SP 12.5	10 TN	\$300.00	\$3,000.00
	Superpave Asphalt Concrete,			
4.15	Type SP 9.5	10 TN	\$345.00	\$3,450.00

5.0 Landscaping					
5.1	Tree Removal (0"-12" Diameter)	10 EA	\$1,500.00	\$15,000.00	
5.2	Tree Removal (13"-24" Diameter)	10 EA	\$2,500.00	\$25,000.00	
5.3	Tree Removal (25"-48" Diameter)	10 EA	\$4,000.00	\$40,000.00	
	Tree Removal (Greater than 48" Diameter)				
5.4		10 EA	\$4,500.00	\$45,000.00	
5.5	Tree Barricade	10 LF	\$12.00	\$120.00	
5.6	Root Pruning	10 LF	\$10.00	\$100.00	
	Tree Planting and Watering (furnish tree/bag and install/fill bag 1x) (2"-4" caliper-Native Species)				
5.7		10 EA	\$1,485.00	\$14,850.00	
	Tree Planting and Watering (furnish tree/bag and install/fill bag 1x) (5"-6" caliper-Native Species)				
5.8		10 EA	\$2,875.00	\$28,750.00	
5.9 Sod Restorat					
5.9.1	Bahia	10 SF	\$3.00	\$30.00	
5.9.2	St. Augustine	10 SF	\$4.00	\$40.00	
6.0 Emergency D					
	Mobilization (Baseline rate \$5000 enter \$5,000 for unit cost)	1 EA	\$5,000.00	\$5,000.00	
6.2	Pickup with hand tools	10 HR	\$37.50	\$375.00	
6.3	10 wheel dump truck with driver	10 HR	\$135.00	\$1,350.00	
6.4	Loader (938 or Similar)	10 HR	\$112.50	\$1,125.00	
6.5	Skid Steer (Operator not D-3 Bulldozer (Operator not included)	10 HR	\$112.50	\$1,125.00	
6.7	Operator - All Equipment	10 HR	\$90.00	\$900.00	
6.8	Back Hoe (Operator not included)	10 HR	\$112.50	\$1,125.00	
6.9	Supervisor	10 HR	\$142.50	\$1,425.00	
6.1	Laborer	10 HR	\$80.00	\$800.00	
6.11	Debris Disposal	10 CY	\$175.00	\$1,750.00	
6.12	Alternative Debris Disposal Grapple Truck-Self Loading	10 TN	\$200.00	\$2,000.00	
6.13	(includes Driver)	10 CY	\$65.00	\$650.00	
	Total			\$1,386,090.00	

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature

MARCUS M. EPLING

Printed Name

VICE PRESIDENT

Title

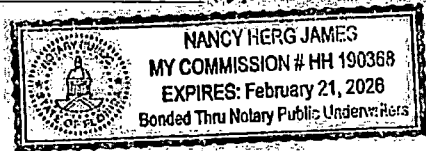
KEYSTONE EXCAVATORS, INC.

Name of Entity/Corporation

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 12th day of August, 2025, by Marcus Epling (name of person whose signature is being notarized) as the Vice President (title) of Keystone Excavators, Inc. (name of corporation/entity), personally known to me as described herein Co-worker, or produced a (type of identification) as identification, and who did/did not take an oath.



Nancy Herg James
Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST
CERTIFICATION FORM

PER SECTION III, ITEM 25, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Authorized Signature

MARCUS M. EPLING

Printed Name

VICE PRESIDENT

Title

KEystone EXCAVATORS, INC.
Name of Entity/Corporation

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 12th day of August, 2025, by Marcus Epling, (name of person whose signature is being notarized) as the Vice President (title) of Keystone Excavators, Inc. (name of corporation/entity), personally known to me as described herein co-worker, or produced a (type of identification) as identification, and who did/did not take an oath.



Nancy Herg James
Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Authorized Signature

MARCUS M. EPLING

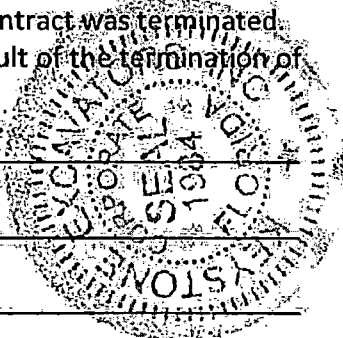
Printed Name

VICE PRESIDENT

Title

KEYSTONE EXCAVATORS, INC.

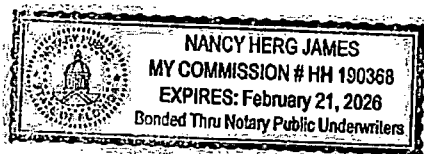
Name of Entity/Corporation



STATE OF FLORIDA

COUNTY OF PINELAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 12th day of August, 2025, by Marcus Epling (name of person whose signature is being notarized) as the Vice President (title) of Keystone Excavators, Inc. (name of corporation/entity), personally known ☒ or produced _____ (type of identification) as identification, and who did/did not take an oath.



Notary Public

Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

Compliance with Anti-Human Trafficking Laws

Pursuant to Section 787.06 (13), Florida Statutes, this form must be completed by an officer or representative of a non-governmental entity when a contract is executed, renewed, or extended between the non-governmental entity and the City of Clearwater.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

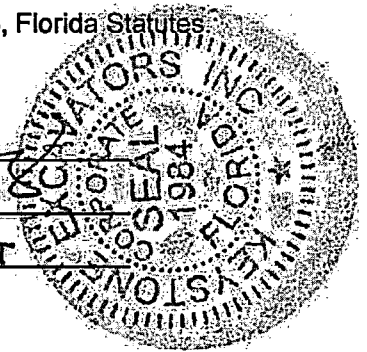
The undersigned is authorized to execute this form on behalf of Entity.

Date: AUGUST 12th, 2025

Signed: [Signature]

Entity: KEYSTONE EXCAVATORS, INC Name: MARCUS EPLING

Title: VICE PRESIDENT





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

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

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

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




**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

CUC1225782

ISSUED: 05/30/2024

CERT UNDERGROUND & EXCAV CNTR
TRUXTON, JEFFREY CHADWICK
KEYSTONE EXCAVATORS, INC.


Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CUC1225782

EXPIRATION DATE: AUGUST 31, 2026

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

TRUXTON, JEFFREY CHADWICK
KEYSTONE EXCAVATORS, INC.
371 SCARLET BLVD
OLDSMAR FL 34677



ISSUED: 05/30/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

My Company Account

My Company Profile

Company Information

Company Name

Keystone Excavators, Inc

Company ID

425406

Employer Identification Number (EIN)

592447174

DUNS Number

180511446

NAICS Code

237

Subsector

Heavy and Civil Engineering Construction

Doing Business As (DBA) Name

None

Enrollment Date

Jun 22, 2011

Unique Entity Identifier (UEI)

None

Total Number of Employees

20 to 99

Sector

Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

371 Scarlet Blvd
Oldsmar, FL 34677

Mailing Address

Same as Physical Address

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin: For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) KEYSTONE EXCAVATORS, INC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 371 SCARLET BLVD	Requester's name and address (optional)
6 City, state, and ZIP code OLDSMAR, FL 34677		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
5	9	-	2	4	4	7	1	7 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they