

KEYSTONE EXCAVATORS, INC.

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

CUC 056698
FPSCV 725207000196
Fax 813-854-2993

June 28, 2021

To: Mr. Leroy Chin, Park Planning & Project Manager
City of Clearwater – Parks and Recreation Department
100 S. Myrtle Ave.
Suite 120
Clearwater, FL 33756

RE: BELMONT PARK SITE IMPROVEMENTS
City of Clearwater Parks and Recreation Department

As requested, enclosed is the proposal for construction of Belmont Park Site Improvements in accordance with provided plans and attached line item pricing, for a **Guaranteed Maximum Price of \$395,875.98**.

Scope of Work:

Site improvements of an existing park to include: New sidewalks, a basketball court, and site improvements/updates.

Cost Detail: Cost Detail:

Description	Amount
Cost of Work	\$359,887.25
Subtotal	\$359,887.25
Contingency 10%	\$ 35,988.73
Guaranteed Maximum Price	\$395,875.98

Project Duration shall be 100 calendar days from the date of the Notice to Proceed.

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Existing Contract: This proposal is submitted in conjunction with the existing Construction Manager at Risk Services Continuing Contract entered into with the City of Clearwater on September 23, 2020, based on RFQ #40-20.

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

For work performed, invoices shall be submitted to the City of Clearwater, Engineering Dept., Attn: Veronica Josef, Senior Staff Assistant, P.O. Box 4748, Clearwater, Florida, 33758-4748. Contingency services may be billed only after written authorization is provided by the City to proceed with those services.

KEYSTONE EXCAVATORS, INC.

By: Robert C. Fornwalt, Pres.
Robert C. Fornwalt
President

Date

CITY OF CLEARWATER, FLORIDA

Approved as to form:

Attest:

By: _____
Owen Kohler
Assistant City Attorney

Date: _____

By: _____
Rosemarie Call
City Clerk

Date: _____

Countersigned:

Frank V. Hibbard
Mayor

Date: _____

William B. Horne II
City Manager

Date: _____

	A	B	C	D	E	F
1		Request for Proposal Belmont Park Site Improvements 1535 S. Dr. Martin Luther King Ave. Clearwater, FL 33756				
2		CMAR name: Keystone Excavators, Inc.	Contact Person: Marcus Epling			
3		Address of CMAR: 371 Scarlet Blvd.	City: Oldsmar	State: FL	Zip Code: 34677	
4		Contact: Tel: 813 854 2342	Mobile: 813 854 2342		Fax: 813 854 2993	
5		E-mail: marcus@keystoneexcavators.com	Date: 6/8/21	Signature: 		
6		Send Proposal To: Clearwater – Parks & Recreation Dept. Contact: Leroy Chin email leroy.chin@myclearwater.com Tel: 727-224-7101				
7		Scope of Work: The Belmont Park Project (see attached scope of work) Project Schedule: 100 Consecutive Calendar Days from Notice to Proceed. Questions or Additional Information Contact: Leroy Chin by email: leroy.chin@myclearwater.com and answers will be provide in an addendum. Proposal is due no later than Tuesday June 8, 2021 at 1:30 PM by email to: leroy.chin@myclearwater.com				
8		LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE CMAR, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN. THE CITY RESERVES THE RIGHT TO ELIMINATE ANY LINE ITEM AND May NOT ACCEPT PROPOSAL PROVIDED. CMAR SHALL HOLD HIS PRICES FOR PERIOD OF 90 DAYS FROM DATE OF SUBMISSION OF HIS PROPOSAL OR UNTIL CONTRACT AS BEEN AWARDED BY CITY COUNCIL THE CONTRACTOR SHALL PROVIDE COPIES OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY IN THE BID RESPONSE.				
9	Item No.	Description	Units	QTY	Unit Cost	Total Cost
10	1	Mobilization & Demobilization includes video recording of existing site conditions and a flash drive provided to the Owner of existing conditions prior to beginning construction <small>(Includes Bond and Survey and Layout)</small>	LS	1	\$ 24,540.00	\$ 24,540.00
11	2	Provide and install one Project Sign and employee bulletin board wage requirement for Davis Bacon Act, provide paper hard copy of signage for approval by Owner prior to manufacturing sign	EA	1	\$ 1,950.00	\$ 1,950.00
12	3	Provide 4 aerials photo graphs of site from 4 different angles once a month for a total of 6 fly overs - first set of aerials prior to mobilization to the site	EA	6	\$ 125.00	\$ 750.00
13	4	Install tree barricades per city standards and maintain during duration of project	LF	815	\$ 7.50	\$ 6,112.50
14	5	Install silt fencing, Geotech fabric in catch basin lids, and PVC wrapped sock in curb inlets and maintain during duration of project	LF	1,200	\$ 2.25	\$ 2,700.00
15	6	Install temporary construction fencing to secure site with two sets of construction gates one on S. Howard St., one at parking lot driveway on MLK Ave. included in LF and maintain during duration of project	LF	1,200	\$ 12.00	\$ 14,400.00

	A	B	C	D	E	F
16	7	Call for underground locate 811 and retain third party company to GPR of existing underground lunderground utilities 48 hour prior to any excavation of the site, perform soft dig to locate utilities as required and provide Owner copy of GPR utility location for his files	EA	1	\$ 10,500.00	\$ 10,500.00
17	8	Maintenance of Traffic & Right of Way permit (no fee for permit) per drawings and prior to any work peformed in the right of ways	LS	1	\$ 2,650.00	\$ 2,650.00
18	9	Construct truck entrance driveway 60'x20'x12" depth, FDOT standard minimum 2.5 to 3-inch diameter rubble and dispose at end of project	LS	1	\$ 3,500.00	\$ 3,500.00
19	10	Existing irrigation well to be abandoned, CMAR to remove submersible well and coordination with Southwest Florida Water Management District for well abandonment requirements and provide report to Owner	EA	1	\$ 6,800.00	\$ 6,800.00
20	11	Concrete Slab Removals Around Existing Abandoned Well	EA	1	\$ 1,875.00	\$ 1,875.00
21	12	Remove existing stumps and dispose off site	EA	2	\$ 500.00	\$ 1,000.00
22	13	Remove existing 27.5 laurel oak tree and dispose off site	EA	1	\$ 5,500.00	\$ 5,500.00
23	14	Remove existing wooden bollards and fill in holes and dispose off site	EA	48	\$ 95.00	\$ 4,560.00
24	15	Coordinate with Duke Energy to relocate existing light pole	EA	1	\$ 500.00	\$ 500.00
25	16	Demolition existing sidewalks and dispose off site	SF	2,590	\$ 2.25	\$ 5,827.50
26	15	Clear & Grub, provide additional soil to bring to proper grade and rough grade for installation of new sidewalks, other hardscaping and irrigation system	AC	2.50	\$ 9,000.00	\$ 22,500.00
27	18	Install new retention pond by modifying existing retention pond per drawings and perform any remedial repairs to existing storm sewer structure in are near retention pond	LS	1.00	\$ 15,950.00	\$ 15,950.00
28	19	Install new tree preservation concrete sidewalk 6" thick 3,000 PSI/28 days are sidewalk being placed in or within 10' of existing tree canopy drip line and shall be reinforced with # 4 rebar, set on 2.5 inch PVC chairs approximately 36 inches on center see tree preservation installation details expansion joints space 42 ft on center and saw cut 2 inch depth contraction joints set 6 ft on center	SF	3,765	\$ 17.50	\$ 65,887.50
29	20	Install new reinforced concrete sidewalk 6" thick 3,000 PSI/28 days are sidewalk with 6" x 6" x 3/16" diameter weld wire mesh flat sheets set on 2.5: chairs space 24" on center see standard sidewalk details expansion joints 42 feet on center, saw cut 2 inch depth contraction joints 6 feet on center	SF	6,225	\$ 13.75	\$ 85,593.75
30	21	Perform Geotech lavatory testing as are required per contract drawings	LS	1	\$ 3,500.00	\$ 3,500.00
31	22	Construct 6" x 12" basketball concrete boarder with 2 # 4 rebar header curb per detail of basketball court	LF	158	\$ 45.00	\$ 7,110.00
32	23	Compact sub-grade 4,160 sq. ft. 100% and install 8 inches of crush concrete 100% compaction	CY	124	\$ 103.50	\$ 12,834.00
33	24	Install basketball goal footer and Owner provided basketball goal & hardware according to detail on contract drawings	EA	1	\$ 2,500.00	\$ 2,500.00
34	25	Install 2 layers of Type S-III finish surface asphalt 1.5 inches thick each layer total thickness 3 inches per asphalt paving detail specification	SF	4,160	\$ 3.95	\$ 16,432.00
35	26	Remove and relocate park rule sign	EA	1	\$ 1,200.00	\$ 1,200.00
36	27	Remove and install new ADA parking stall signs	EA	2	\$ 275.00	\$ 550.00
37	28	Remove and replace stop sign and typical thermo plastic stop bar	EA	1	\$ 600.00	\$ 600.00
38	29	Remove and relocate street sign	EA	2	\$ 250.00	\$ 500.00

	A	B	C	D	E	F
39	30	install truncated ADA panels at all cross walks	EA	5	\$ 520.00	\$ 2,600.00
40	31	Fine lazer grading of site after installation of irrigation system by a sport surfacing grading contractor to peform this work	AC	2	\$ 8,250.00	\$ 16,500.00
41	32	Owner stainless steel park Benches to be installed by CMAR, bench and hardware provided by Owner	EA	4	\$ 325.00	\$ 1,300.00
42	33	Owner stainless steel picnic tables to be installed by CMAR, table hardware provided by Owner	EA	2	\$ 625.00	\$ 1,250.00
43	34	Owner provided trash recepcitals and liner to be installed by CMAR hardware provided by the Owner	EA	6	\$ 215.00	\$ 1,290.00
44	35	Owner to provide barbeque grills and hardware and to be installed by CMAR	EA	2	\$ 325.00	\$ 650.00
45	36	Irrigation Sleevng	LF	275	\$ 29.00	\$ 7,975.00
46	37	Sub Total of Items 1 - 35				\$ 359,887.25
47	38	10% Contingency of Line 36 Contingency funds shall only be utilized for items not included in the scope of work (lines 1-35), additional scope of work shall be provided in writing by the CMAR for approval by the Owner. Owner must approve additional scope of work in writing for utilization of contingency funds. Any contingency funds remaining shall be returned to the Owner by closing out purchase order short.		0.1		\$ 35,988.73
48	39	Grand total of lines 37 & 38 includes contingency.				\$ 395,875.98
49						
50		<u>Project Notes / Exclusions:</u>				
51		1) Included is 10 ea Soft Dig Excavations of Existing Utilities.				
52		2) Project is priced under one mobilization.				
53		3) Project is figured for normal weekday working hours.				
54		4) Site shall be spray killed and tilled as prep for sod. All grades on plans shall be met by Keystone prior to sod (by Owner).				
55		5) Pond impermeable liner shall be 30 MIL PVC Liner.				
56						

Resources for Compliance – Section 3 and MBE/WBE

Section 3

“Understanding Section 3” Training Curriculum

[Understanding Section 3 Training Curriculum - HUD Exchange](#)

Section 3 Business Registry

[What is the Section 3 Business Registry?](#)

Search for a HUD Section 3 Business (Self-Certified)

[Minority-Owned Business](#)

[Woman-Owned Business](#)

MBE/WBE

Search the DMS Vendor Directory (State-Certified)

[OSD \(myflorida.com\)](#)

(Continued on next page)

24 CFR § 135.38 - Section 3 clause

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PUBLIC CONSTRUCTION BOND

(1)

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

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

CONTRACTOR

Keystone Excavators, Inc.
371 Scarlet Blvd.
Oldsmar, FL 34677
(813) 854-2342

SURETY

The Ohio Casualty Insurance Company
1771 Cowan Ave., Suite 200
Irvine, CA 92614
(727) 781-9797

OWNER

City of Clearwater
Parks & Recreation Department
100 S. Myrtle Avenue, Ste 120
Clearwater, FL 33756
(727) 562-4750

PROJECT NAME: *Belmont Park Site Improvements***PROJECT NO.: *TBD***

PROJECT DESCRIPTION: Site improvements of an existing park to include: New sidewalks, a basketball court, irrigation, and associated parking lot improvements/updates.

BY THIS BOND, We, Keystone Excavators, Inc., as Contractor, and The Ohio Casualty Insurance Company, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$395,875.98, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the proposal dated 06/08/2021, between Contractor and Owner for construction of *Belmont Park Site Improvements*, the contract documents being made a part of this bond by reference (which include the Advertisement for Bids, Proposal, Contract, Surety Bond, Instructions to Bidders, General Conditions, Plans, Technical Specifications and Appendix, and such alterations as may be made in said Plans and Specifications as therein provided for), at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the contract; and

PUBLIC CONSTRUCTION BOND

(2)

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

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

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

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

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this 25 day of June, 2021.

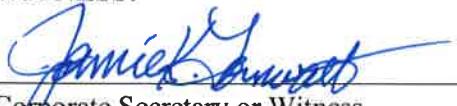
(If sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

KEYSTONE EXCAVATORS, INC.

By: Robert C. Fornwalt, PRES.
Title: President
Print Name: Robert C. Fornwalt

WITNESS:


Corporate Secretary or Witness
Print Name: JAMIE K. FORNWALT

WITNESS:

Print Name: _____

(affix corporate seal)



The Ohio Casualty Insurance Company

By: Kelly M. Hall
ATTORNEY-IN-FACT

Print Name: Kelly M. Hall

(affix corporate seal)

(Power of Attorney must be attached)



