

# 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, Inc.

\_\_\_\_\_  
[name]

City of Clearwater  
Engineering Dept.  
100 S. Myrtle Avenue  
Clearwater, FL 33756  
(727) 562-4747

\_\_\_\_\_  
371 Scarlet Blvd. Oldsmar, FL 34677

\_\_\_\_\_  
[principal business address]

\_\_\_\_\_  
813-854-2342

\_\_\_\_\_  
[phone number]

**PROJECT NAME: Hillcrest Ave. Bypass Culvert**

**PROJECT NO.: 13-0042-EN**

**PROJECT DESCRIPTION:** The construction of flood flow bypass of Stevenson Creek and the existing culvert-bridge at Browning St. and Stevenson Creek will be replaced with reinforced concrete box culvert.

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 \$ 3,982,830.50, 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 **Hillcrest Ave. Bypass Culvert Project**, 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, Inc.***

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
Corporate Secretary or Witness  
Print Name: \_\_\_\_\_

*(affix corporate seal)*

**WITNESS:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
*(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 \_\_\_\_\_, of the City of \_\_\_\_\_ County of \_\_\_\_\_ 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: Hillcrest Ave. Bypass Culvert Project**

**PROJECT NO.: 13-0042-EN**

**in the amount of \$ 3,982,830.50**

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 AT 727-562-4092, [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 112 S. Osceola Ave., 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: \_\_\_\_\_  
William B. Horne, II  
City Manager

(SEAL)

Attest:

Countersigned:

\_\_\_\_\_  
Rosemarie Call  
City Clerk

By: \_\_\_\_\_  
George N. Cretekos,  
Mayor

Approved as to form:

\_\_\_\_\_  
Owen Kohler  
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.**



**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 Developers Surety and Indemnity Company as Surety, whose address is 17771 Cowan Ave., Suite 100, Irvine, CA 92614 are held and firmly bound unto the City of Clearwater, Florida, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (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 Developers Surety and Indemnity Company as Surety, for work specified as: Hillcrest Avenue Bypass Culvert

Project No. 13-0042-EN 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:

Corporation, \_\_\_\_\_ Partnership, \_\_\_\_\_ Company, or \_\_\_\_\_ Individual

Signed this 18th day of July

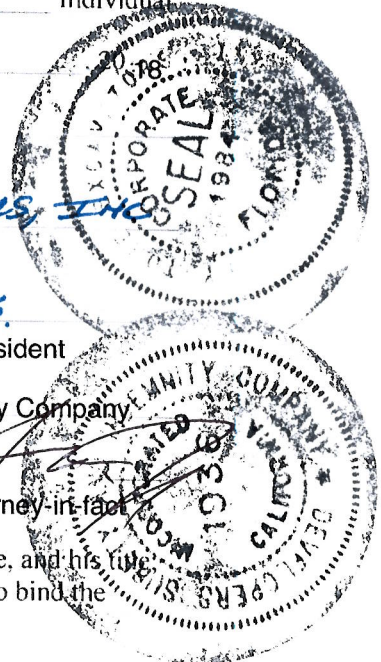
Keystone Excavators, Inc.  
Contractor

Keystone Excavators, Inc.  
Principal

By: Robert C. Fornwalt, PMS.  
Title Robert C. Fornwalt, President

Developers Surety and Indemnity Company

Warren M. Shrum, Jr.  
Surety Warren M. Shrum, Jr. 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.

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:  
\*\*\*Warren M. Shrum Jr.\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President  
By: *Mark Lansdon*  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 18th day of July, 2018.

By: *Cassie J. Bemisford*  
Cassie J. Bemisford, Assistant Secretary  
ATS-1004-(02/17)



**AFFIDAVIT**

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

STATE OF FLORIDA )

COUNTY OF PINELLAS )

JAMIE K. FORNWALT, 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:

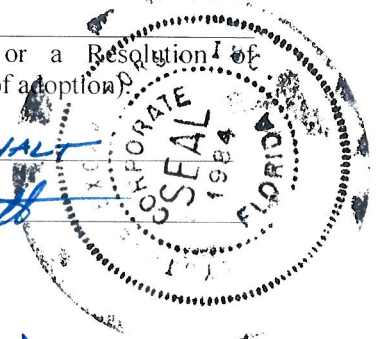
371 SCARLET BLVD (Street & Number) OLDSMAR (City) PINELLAS (County) FL (State)

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 ROBERT C. FORNWALT is PRESIDENT (Officer's Name) (Title)

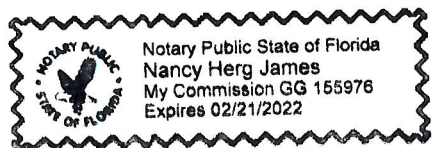
of the corporation, is duly authorized to sign the Proposal for KEYSTONE EXCAVATORS, INC or said corporation by virtue of By-Laws (state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption)

JAMIE K. FORNWALT  
Jamie K. Fornwalt  
Affiant



Sworn to before me this 18<sup>th</sup> day of July, 2018.

Nancy Herg James  
Notary Public



\_\_\_\_\_  
Type/print/stamp name of Notary

\_\_\_\_\_  
Title or rank, and Serial No., if any

**NON COLLUSION AFFIDAVIT**

STATE OF FLORIDA )

COUNTY OF PINELLAS )

ROBERT C. FORNWALT being, first duly sworn, deposes and says that he is  
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.

R.C. Fornwalt, PRES.  
Affiant

Sworn to and subscribed before me this 18<sup>th</sup> day of July, 2018.

Nancy Herg James  
Notary Public



**PROPOSAL**

(1)

**TO THE CITY OF CLEARWATER, FLORIDA, for**

**Hillcrest Ave. Bypass Culvert Project # 13-0042-EN**

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

**Hillcrest Ave. Bypass Culvert Project # 13-0042-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 DEVELOPERS SURETY AND INDEMNITY COMPANY Bank, for the sum of 10% PERCENT OF BID AMOUNT (\$ 10% of BID R.C.F.) (being a minimum of 10% of Contractor's total bid amount).

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:

ROBERT C. FORNWALT, PRESIDENT 371 SCARLET BLVD  
OLDSMAR, FL 34677  
JAMIE K. FORNWALT, SECRETARY 371 SCARLET BLVD  
OLDSMAR, FL 34677

Signature of Bidder: R. Fornwalt, PRES

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: KEYSTONE EXCAVATORS, ROBERT C. FORNWALT - PRESIDENT

By: R. Fornwalt, PRES. Title: PRESIDENT

Company Legal Name: KEYSTONE EXCAVATORS, INC

Doing Business As (if different than above): SAME

Business Address of Bidder: 371 SCARLET BLVD

City and State: OLDSMAR, FL Zip Code 34677

Phone: 813-854-2342 Email Address: DAVE@KEYSTONEEXCAVATORS.COM

Dated at OLDSMAR, FL this 19<sup>th</sup> day of JULY, A.D., 2018

**CITY OF CLEARWATER**  
**ADDENDUM SHEET**

**PROJECT: Hillcrest Ave. Bypass Culvert Project 13-0042-EN**

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

Addendum No. <u>1</u>	Date: <u>6/29/18</u>
Addendum No. <u>2</u>	Date: <u>7/03/18</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

KEYSTONE EXCAVATORS, INC  
(Name of Bidder)  
[Signature]  
(Signature of Officer)  
PRESIDENT  
(Title of Officer)  
July 19, 2018  
(Date)



**BIDDER'S PROPOSAL**

PROJECT: Hillcrest Ave. Bypass Culvert Project # 13-0042-EN

CONTRACTOR: KEYSTONE EXCAVATORS, INC

BIDDER'S GRAND TOTAL: \$ 3,982,830.50 (Numbers)

BIDDER'S GRAND TOTAL: EIGHTY-TWO (Numbers)

THREE MILLION NINE HUNDRED THOUSAND (Words)

EIGHT HUNDRED THIRTY DOLLARS (Words)

AND FIFTY CENTS (Words)

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 A COPY OF A CURRENT CONTRACTOR LICENSE/REGISTRATION WITH THE STATE OF FLORIDA AND PINELLAS COUNTY. THESE DOCUMENTS MUST BE INCLUDED IN THE BID PROPOSAL PACKAGE. FAILURE TO PROVIDE THESE DOCUMENTS IN THE BID PROPOSAL WILL DEEM THE CONTRACTOR'S BID AS NON-RESPONSIVE.

**Hillcrest Ave Bypass 13-0042-EN - BID TABULATION SHEET**

BID ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
<b>100 I. GENERAL</b>				
101 MOBILIZATION	LS	1	\$ 120,300.00	\$ 120,300.00
102 MAINTENANCE OF TRAFFIC	LS	1	\$ 17,826.00	\$ 17,826.00
103 CLEARING & GRUBBING	LS	1	\$ 22,027.00	\$ 22,027.00
104 REMOVAL & REPLACEMENT OF UNSUITABLE MATERIAL (ALLOWANCE)	CY	95	\$ 33.00	\$ 3,135.00
105 EMBANKMENT	LS	1	\$ 21,350.00	\$ 21,350.00
106 EROSION & SEDIMENTATION CONTROL INCL. SILT FENCE & INLET PROTECTION	LS	1	\$ 4,201.00	\$ 4,201.00
107 FLOATING TURBIDITY BARRIER	LS	1	\$ 900.00	\$ 900.00
108 TREE BARRICADES	LF	1,030	\$ 5.00	\$ 5,150.00
109 ROOT PRUNING	LF	430	\$ 11.00	\$ 4,730.00
110 TREE REMOVAL (ALLOWANCE); 8"< DIA. ≤ 12"	EA	2	\$ 1,520.00	\$ 3,040.00
111 TREE REMOVAL TREE REMOVAL (ALLOWANCE); 12" < DIA. ≤ 24"	EA	5	\$ 2,806.00	\$ 14,030.00
112 TREE REMOVAL TREE REMOVAL (ALLOWANCE); 24" < DIA. ≤ 42"	EA	7	\$ 3,821.00	\$ 26,747.00
113 8" ROADWAY BASE (LBR 100)	SY	2,690	\$ 24.00	\$ 64,560.00
114 12" STABILIZED SUBGRADE (LBR-40)	SY	2,690	\$ 6.00	\$ 16,140.00
115 CONSTRUCT STRAIGHT CURB (CITY INDEX NO. 101)	LF	1,080	\$ 24.00	\$ 25,920.00
116 CONSTRUCT VALLEY CURB (CITY INDEX NO. 107)	LF	1,118	\$ 24.00	\$ 26,832.00
117 4" CONCRETE SIDEWALK (INCLUDES CURB RAMPS)	SF	50	\$ 60.00	\$ 3,000.00
118 CONCRETE DRIVEWAY RESTORATION	SY	100	\$ 72.00	\$ 7,200.00
119 SODDING	LS	1	\$ 12,540.00	\$ 12,540.00
120 BEDDING STONE; (RIP RAP)	TN	82	\$ 160.00	\$ 13,120.00
121 TURF REINFORCEMENT MAT	SY	2,690	\$ 15.00	\$ 40,350.00
122 HYDROSEED; SEASHORE PASPALUM	SY	2,960	\$ 2.00	\$ 5,920.00
123 SHEET PILE WALL WITH CONCRETE CAP	LF	65	\$ 1,350.00	\$ 87,750.00
124 THRIE BEAM GUARDRAIL FDOT INDEX 470	LF	1,020	\$ 222.00	\$ 226,440.00
125 42" PEDESTRIAN GUARDRAIL FDOT INDEX 851	LF	1,200	\$ 115.00	\$ 138,000.00
126 REMOVE AND RESET EXISTING 6' FENCE	LF	136	\$ 33.00	\$ 4,488.00
127 CONCRETE REVETMENT	SY	30	\$ 110.00	\$ 3,300.00
128 TREE TRIMMING, 1397 BROWNING STREET (NTE \$2,000.00)	LS	1	\$ 1,462.00	\$ 1,462.00
<b>Subtotal General</b>				<b>\$ 920,458.00</b>
<b>500 V. SURFACE RESTORATION</b>				
501 2" ASPHALTIC CONCRETE STRUCTURAL COURSE TYPE SP-9.5	TN	300	\$ 130.00	\$ 39,000.00
<b>200 I. STORMWATER</b>				
201 F&I 6" U.D.	LF	37	\$ 30.00	\$ 1,110.00
202 F&I 18" RCP	LF	195	\$ 74.00	\$ 14,430.00
203 F&I 24" RCP	LF	10	\$ 82.00	\$ 820.00
204 F&I 14" x 23" ERCP	LF	7	\$ 88.00	\$ 616.00
205 F&I 144" x 60" RBC	LF	58	\$ 1,180.00	\$ 68,440.00
206 F&I 144" x 84" RBC	LF	1,159	\$ 1,456.00	\$ 1,687,504.00
207 CONCRETE CLASS II; ENDWALLS (INCLUDES: WEIR SECTION, OUTFALL, SPILLWAYS, & TOE WALLS)	CY	173	\$ 1,252.00	\$ 216,596.00
208 REINF STEEL- ROADWAY (ENDWALLS)	LB	23,226	\$ 2.00	\$ 46,452.00
209 CONCRETE CLASS II; EDGEWALL, WALL SECTION, & BARRIER WALL	CY	158	\$ 1,252.00	\$ 197,816.00
210 REINF STEEL- RETAINING WALL	LB	21,330	\$ 2.00	\$ 42,660.00
211 F&I MANHOLE-RCB RISER 4' DIA	EA	7	\$ 2,933.00	\$ 20,531.00
212 F&I TYPE C WING INLET	EA	3	\$ 5,340.00	\$ 16,020.00
213 F&I TYPE C WING INLET - DBL	EA	5	\$ 5,522.00	\$ 27,610.00
214 F&I TYPE F WING INLET - DBL	EA	1	\$ 5,909.00	\$ 5,909.00
215 F&I U-TYPE ENDWALL FDOT INDEX 261	EA	2	\$ 2,163.00	\$ 4,326.00
216 DEMO & DISPOSE EXISTING STORM PIPE: DIA ≤12"	LS	1	\$ 1,520.00	\$ 1,520.00
217 DEMO & DISPOSE EXISTING STORM PIPE: 12"<DIA ≤18"	LS	1	\$ 1,836.00	\$ 1,836.00
218 DEMO & DISPOSE EXISTING STORM PIPE: 60" x 38" ERCP	LS	1	\$ 2,411.00	\$ 2,411.00
219 DEMO & DISPOSE EXISTING STORM STRUCTURES	LS	1	\$ 3,405.00	\$ 3,405.00
220 DEMO & DISPOSE EXISTING HEADWALL	LF	124	\$ 132.00	\$ 16,368.00
221 FLOWABLE FILL FOR ABANDONED STORMWATER PIPES	CY	2	\$ 325.00	\$ 650.00
222 UNDERDRAIN, BACK OF CURB	LF	1020	\$ 46.00	\$ 46,920.00
<b>Subtotal Storm</b>				<b>\$ 2,423,950.00</b>
<b>Subtotal Stormwater</b>				<b>\$ 3,383,408.00</b>
223 Stormwater Contingency 10%	LS	1	338340.80	\$ 338,340.80
<b>Total Stormwater</b>				<b>\$ 3,721,748.80</b>
<b>UTILITIES</b>				

**Hillcrest Ave Bypass 13-0042-EN - BID TABULATION SHEET**

BID ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
<b>100 I. GENERAL</b>				
<b>300 III. POTABLE WATER</b>				
301 F&I 6" DIP WM, RJ; INCLUDING POLY WRAP, FITTINGS, & BENDS	LF	387	\$ 80.00	\$ 30,960.00
302 F&I 4" RESTRAINTS; EXISTING PIPE ONLY	EA	5	\$ 460.00	\$ 2,300.00
303 F&I 6" RESTRAINTS; EXISTING PIPE ONLY	EA	12	\$ 580.00	\$ 6,960.00
304 F&I 6" G V w/ BOX	EA	6	\$ 1,652.00	\$ 9,912.00
305 F&I 5 1/2" HYDRANT	EA	1	\$ 5,073.00	\$ 5,073.00
306 F&I 4" LINE STOP	EA	1	\$ 4,236.00	\$ 4,236.00
307 F&I 6" LINE STOP	EA	14	\$ 4,888.00	\$ 68,432.00
308 F&I 12" STL CASING	LF	190	\$ 72.00	\$ 13,680.00
309 DEMO & DISPOSE EXISTING WM; DIA. ≤ 6"	LS	1	\$ 2,503.00	\$ 2,503.00
310 REMOVE & REPLACE POTABLE WATER SERVICE CONNECTION (ALLOWANCE)	EA	6	\$ 814.00	\$ 4,884.00
311 RELOCATE EXISTING METER (ALLOWANCE)	EA	6	\$ 782.00	\$ 4,692.00
<b>Subtotal Potable Water</b>				\$ 153,632.00
312 Potable Water Contingency 10%	LS	1	15363.20	\$ 15,363.20
<b>Total Potable Water</b>				\$ <b>168,995.20</b>
<b>400 IV. SANITARY SEWER</b>				
401 F&I 12" DIP FM, RJ	LF	58	\$ 225.00	\$ 13,050.00
402 F&I 15" PVC SAN SDR-35	LF	51	\$ 86.00	\$ 4,386.00
403 F&I 16" DIP SAN	LF	59	\$ 233.00	\$ 13,747.00
404 F&I 12" RESTRAINTS; EXISTING PIPE ONLY	EA	12	\$ 904.00	\$ 10,848.00
405 F&I 16" STL CASING	LF	16	\$ 115.00	\$ 1,840.00
406 F&I 22" STL CASING	LF	16	\$ 124.00	\$ 1,984.00
407 F&I SANITARY MANHOLE 4' DIA	EA	1	\$ 7,235.00	\$ 7,235.00
408 F&I SANITARY MH W/ ECC CONE 4' DIA	EA	1	\$ 7,788.00	\$ 7,788.00
409 DEMO & DISPOSE EXISTING SANITARY PIPE	LS	1	\$ 1,503.00	\$ 1,503.00
410 DEMO & DISPOSE EXISTING SANITARY STRUCTURES	LS	1	\$ 1,328.00	\$ 1,328.00
411 SANITARY SEWER BYPASS	LS	1	\$ 17,800.00	\$ 17,800.00
412 CONCRETE ENCASEMENT; SANITARY CROSSING OF STEVENSON CREEK	LS	1	\$ 2,206.00	\$ 2,206.00
<b>Subtotal Sanitary Sewer</b>				\$ 81,509.00
413 Sanitary Sewer Contingency 10%	LS	1	8150.90	\$ 8,150.90
<b>Total Sanitary Sewer</b>				\$ <b>89,659.90</b>
<b>Utilities Subtotal</b>				\$ 235,141.00
<b>Utilities Contingency</b>				\$ 23,514.10
<b>Total Utilities</b>				\$ 258,655.10
<b>Subtotal</b>				\$ 3,648,549.00
<b>Total Contingency</b>				\$ 361,854.90
<b>Total Contract</b>				\$ 3,980,403.90
<b>Grand Total</b>				\$ 3,980,403.90

*RCF \$83,715.00*

*RCF SPREADSHEET MATH IN EXCEL*

*RCF 3,982,830.5*

**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:

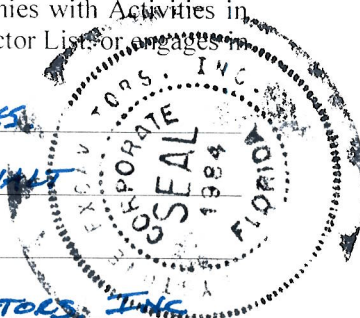
1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 engaged in business operations in Cuba and Syria.

R. Fornwalt, Pres  
Authorized Signature

ROBERT C. FORNWALT  
Printed Name

PRESIDENT  
Title

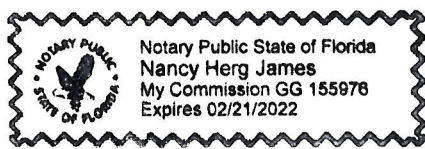
KEYSTONE EXCAVATORS, INC.  
Name of Entity/Corporation



STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of July, 2018, by Robert C. Fornwalt (name of person whose signature is being notarized) as the President (title) of Keystone Excavators, Inc. (name of corporation/entity), personally known to me as described herein, or produced a \_\_\_\_\_ (type of identification) as identification, and who did not take an oath.



Nancy Herg James  
Notary Public

Printed Name

My Commission Expires: \_\_\_\_\_  
NOTARY SEAL ABOVE

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

KEN LAWSON, SECRETARY

**LICENSE NUMBER**

CUC0056698

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018

FORNWALT, ROBERT CLAYTON JR  
KEYSTONE EXCAVATORS INC  
371 SCARLET BLVD  
OLDSMAR FL 34677

ISSUED: 05/24/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1605240000960



PINE HILLS COUNTY CONSTRUCTION  
LICENSING BOARD

THIS CERTIFIES THAT Robert C Fornwalt Jr  
DBA Keystone Excavators Inc

STATE CERT # I-CUC0056698  
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED  
LIABILITY AND WORKERS' COMPENSATION  
INSURANCE WITH THIS BOARD.  
IN GOOD STANDING UNTIL September 30, 2018  
DATE OF ISSUANCE 06/21/2017

**I-CUC0056698**

Fornwalt, Robert C  
371 Scarlet Blvd  
Oldsmar, FL 34677

\* Please cut out license along lines