

# KEYSTONE EXCAVATORS, INC.

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CUCO 56698  
FPSCV 72520700011996

371 Scarlet Blvd.  
Oldsmar, FL 34677  
Phone 813-854-2342 Fax 813-854-2993

July 24, 2018

TO: Bennett Elbo, PTP  
City of Clearwater – Engineering Department  
100 S. Myrtle Ave., Suite 220  
Clearwater, FL 33756

**RE: CLEARWATER BEACH ROUNDABOUT PROJECT 2018 and CITY OF  
CLEARWATER ENGINEERING DEPARTMENT PROJECT NUMBER 18-0031-EN**

As requested, enclosed is the proposal for construction/demolition of the Clearwater Beach Roundabout Project 2018, submitted in accordance with plans and clarifications of the scope of work, for a Guaranteed Maximum Price of \$ 200,638.<sup>84</sup>.

## **Scope of Work:**

### Roundabout Modification:

- Remove brick pavers at the circumference of clearwater beach main roundabout.
- Load brick pavers onto City trucks to be salvage.
- Demolition of interior 6" straight curb.
- Demolition of 6" concrete slab.
- Backfill and compact with clean top soil.
- Add 6" thick geo web flexible plastic honeycomb.

### New Fence:

- New 4' high black decorative commercial grade fencing to enhance existing fence on Coronado Avenue, Mandalay Avenue and vicinity of roundabout.

### Paver crosswalk:

- At Coronado Avenue fronting Crabby Bill's restaurant remove vacant brick paver crosswalk and replace with asphalt. Demolish concrete median and install landscaped median with sod.
- At Mandalay Avenue fronting Hooter's restaurant remove vacant brick paver crosswalk and replace with asphalt. Demolish concrete median and install landscaped median with sod.

**Cost Detail:**

Description	Amount
Cost of Work	\$ 139,332.53
<b>Subtotal</b>	\$ 139,332.53
General Conditions (or General Conditions/Supervision/Insurance/Bond)	\$ 13,933.25
Construction Management Fee	\$ 13,933.25
Contingency 20 %	\$ 33,439.81
<b>Guaranteed Maximum Price</b>	\$ 200,638.84

Project Duration shall be 60 calendar days from the date of the Notice to Proceed.

**Existing Contract:** This proposal is submitted in conjunction with the existing Construction Manager at Risk Services Continuing Contract entered into with the City of Clearwater on **August 4, 2016**, based on **RFQ #24-16**.

**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 Department, 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.

City Code: ENRD180004-CONS-CNSTRC

**KEYSTONE EXCAVATORS, INC.**

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

Date: July 24, 2018

**CITY OF CLEARWATER, FLORIDA**

Approved as to form:

Attest:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

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

Countersigned:

\_\_\_\_\_  
George N. Cretekos  
Mayor

\_\_\_\_\_  
William B. Horne II  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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.”

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
<b>Keystone Excavators, Inc.</b> 371 Scarlet Blvd Oldsmar, FL 34677 (813) 854- 2342	<b>Developers Surety and Indemnity Company</b> 17771 Cowan Ave, Suite 100 Irvine, CA 92614 (727) 781-9797	<b>City of Clearwater Engineering Department</b> 100 S. Myrtle Avenue Clearwater, FL 33756 (727) 562-4775

**PROJECT NAME: CLEARWATER BEACH ROUNDABOUT PROJECT 2018**

**PROJECT NO: 18-0031-EN**

### PROJECT DESCRIPTION:

In an effort to enhance traffic and pedestrian safety, modifications will be made to the traffic roundabout on Causeway Boulevard. The scope is to include: Removal of the decorative pavers on the interior of the roundabout, replacing with landscaping. Decorative fencing will be installed to provide connectivity with the existing fencing. Removal of the decorative paver sidewalks on Mandalay Avenue and Coronado Drive which no longer function as designated pedestrian walkways.

BY THIS BOND, We , **Keystone Excavators** , as Contractor, and **Developers Surety and Indemnity Company** , a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of \$200,638.84, 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 July 24, 2018 , between Contractor and Owner for construction of : **Clearwater Beach Roundabout Project 2018** , 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**Keystone Excavators, Inc.**

[Contractor]

By: \_\_\_\_\_

Title: President

Print Name: Robert C. Fornwalt

WITNESS:

WITNESS:

\_\_\_\_\_  
Corporate Secretary

Print Name: Jamie K. Fornwalt

(affix corporate seal)

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

**Developers Surety and Indemnity Company**

[Corporate Surety]

By: \_\_\_\_\_

**ATTORNEY-IN-FACT**

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

(affix corporate seal)

(Power of Attorney must be attached)