

KEYSTONE EXCAVATORS, INC.

CUCO 56698
FPSCV 72520700011996

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

Proposal for Joe DiMaggio Sports Complex – NW Soccer Field Renovation

Date August 24, 2017

TO: Leroy Chin - Park, Planning & Project Manager
City of Clearwater – Parks & Recreation Dept
100 S. Myrtle Ave., Suite 120
Clearwater, FL 33756

RE: **CITY OF CLEARWATER PARKS & RECREATION DEPARTMENT**
PROJECT NUMBER xxxxx JOE DIMAGGIO SPORTS COMPLEX

As requested, enclosed is the proposal for construction/demolition of Crest Lake Park Veteran's Plaza, Phase 1B, submitted in accordance with technical specs/plans/study/clarifications of this letter/attached line item work,etc., for a **Guaranteed Maximum Price of \$1,585,500.00_.**

Scope of Work:

Clearing and grubbing, import fill and grading, at renovated fields. Installing new irrigation system. Removing existing lighting and replacing with new. Construct storm swales and drainage improvements. Construct retaining walls (concrete or masonry). Final grading and installing sports turf. Construct additional Sidewalks, Lighting, and Landscaping

Cost Detail:

Description	Amount
Cost of Work	\$ 1,510,000.00
Subtotal	\$ 1,510,000.00
Contingency <u>5</u> %	\$ 75,500.00
Guaranteed Maximum Price	\$ 1,585,500.00

Project Duration shall be 90 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**.

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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. *(If GMP is less than \$150,000 a bond is not required.)*

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.

KEYSTONE EXCAVATORS, INC.

By: Robert Fornwalt, PRES.

Robert Fornwalt, President

Date _____

CITY OF CLEARWATER, FLORIDA

Approved as to form:

Attest:

Matthew M. Smith
Assistant City Attorney

By: _____
Rosemarie Call
City Clerk

Countersigned:

George N. Cretekos
Mayor

William B. Horne II
City Manager

Date _____

Date _____

PUBLIC WORK PERFORMANCE AND PAYMENT BOND FRONT PAGE

"This bond is given to comply with Section 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 Section 255.05(2), Florida Statutes."

BOND NO.: 482754P

CONTRACTOR NAME: Keystone Excavators, Inc.

CONTRACTOR ADDRESS: 371 Scarlet Blvd., Oldsmar, FL 34677

CONTRACTOR PHONE NO.: (813) 854-2342

SURETY COMPANY: Developers Surety and Indemnity Company

SURETY COMPANY ADDRESS: 17771 Cowan Ave., Suite 100, Irvine, CA 92614

SURETY COMPANY PHONE NO.: (727) 822-5610

SURETY AGENT: The Shrum Agency

SURETY AGENT ADDRESS: 2227 Pinnacle Circle N., Palm Harbor, FL 34684

SURETY AGENT PHONE NO.: (727) 781-9797

OWNER NAME: City of Clearwater

OWNER ADDRESS: 100 S. Myrtle Avenue, Clearwater, FL 33756

OWNER PHONE NO: (727) 562-4809

BOND AMOUNT: \$ 1,585,500.00

CONTRACT NO.: (If applicable)

DESCRIPTION OF WORK: Joe DiMaggio Sports Complex –
NW Soccer Field Renovation

PROJECT ADDRESS: City of Clearwater, Florida

LEGAL DESCRIPTION: (If available)

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.

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>
Keystone Excavators , Inc. 371 Scarlet Blvd Oldsmar, FL 34677 (813) 854- 2342	Developer’s Surety and Indemnity Company 1771 Cowan Ave, Suite 100 Irvine CA 92614 (727) 781-9797	City of Clearwater Parks and Recreation Department 100 S. Myrtle Avenue, Suite 120 Clearwater, FL 33756 (727) 562-4809

PROJECT NAME: *Joe DiMaggio Sports Complex – NW Soccer Field Renovations*

PROJECT NO.: *TBD*

PROJECT DESCRIPTION: Clearing and grubbing, import fill and grading, at renovated fields. Installing new irrigation system. Removing existing lighting and replacing with new. Construct storm swales and drainage improvements. Construct retaining walls (concrete or masonry). Final grading and installing sports turf.

BY THIS BOND, We , **Keystone Excavators** , as Contractor, and **Developer’s Surety and Indemnity Company** , a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of **\$1,585,500.00**, 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 proposal dated August 24, 2017, between Contractor and Owner for construction of:

Joe DiMaggio Sports Complex – NW Soccer Field Renovations, 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 24th day of August, 2017.

(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:

Jamie K. Fornwalt

Corporate Secretary or Witness

Print Name: Jamie K. Fornwalt

(affix corporate seal)

WITNESS:

Print Name: _____

Developers Surety and Indemnity Company

[Corporate Surety]

By: Warren M. Shrum, Jr.

ATTORNEY-IN-FACT

Print Name: Warren M. Shrum, Jr.

(affix corporate seal)

(Power of Attorney must be attached)

**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.

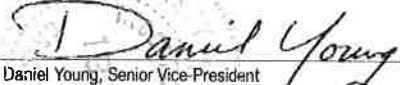
as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, 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, Senior Vice-President

By: 
Mark Lansdon, Vice-President

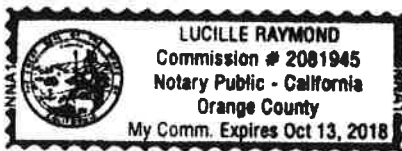


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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)



Place Notary Seal Above

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.

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 24th day of August, 2017.

By: 
Cassie J. Bernisford, Assistant Secretary

