

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.”

<u>CONTRACTOR</u>	<u>SURETY</u>	<u>OWNER</u>
_____	_____	City of Clearwater
[Keystone Excavators, Inc]	[name]	[Engineering Dept.]
_____	_____	100 S. Myrtle Avenue
[374 Scarlett Blvd. Oldsmar, FL]	[principal business address]	Clearwater, FL 33756
_____	_____	(727) 562-[4747]
[813-854-2342]	[phone number]	

PROJECT NAME: [Druid Trail Phase IV]

PROJECT NO.: [#04-0021-PY FPID 432580-1-58-01]

PROJECT DESCRIPTION: [This Local Agency Program (LAP) Project with FDOT is for the construction of 8 ft. wide asphalt biking & pedestrian trail of approx. 15,500 linear feet in length with site preparation work, conflict relocation, asphalt placement, drainage work, concrete flatwork & roadway improvements]

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 \$[3,126,188.51], 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 [Druid Trail Phase IV], 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:

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 _____, 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: [Druid Trail Phase IV]

PROJECT NO.: [04-0021-PR , FPID 432580-1-58-01]
in the amount of \$ 3,126.188.51

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.

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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, 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:

CONTRACT

(4)

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 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:

Matthew M. Smith
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: [Druid Trail Phase IV]
 [Engineering Dept.] PROJECT NO.: [04-0021-PR, FPID 432580-1-58-01]
 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: [Keystone Excavators, Inc.]

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

[Keystone Excavators, Inc.]
 [371 Scarlett Blvd.]
 Oldsmar, FL 34677]

,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
 [Engineering Dept.]
 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 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: Druid Trail Phase IV
Project Number: 04-0021-PR

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.

Signed this 20th day of July, 2017.

Principal must indicate whether:

☒ Corporation
☐ Partnership
☐ Company
 or
☐ Individual

Keystone Excavators, Inc.

Contractor

Principal

By:

Robert C. Fornwalt, PRES.

Title Robert C. Fornwalt, President

Developers Surety and Indemnity Company

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)



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 20th day of July, 2017.

By: *Cassie J. Bernisford*
Cassie J. Bernisford, 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 TRUID TRAIL PHASE IV 04-0021-TR
 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).

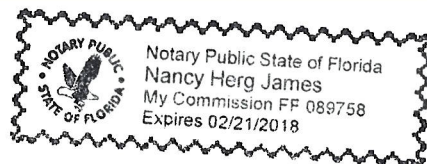
JAMIE K. FORNWALT
Jamie K. Fornwalt
 Affiant

Sworn to before me this 26th day of July, 20 17.

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. FERNWALT

being, first duly sworn, deposes and says that he is

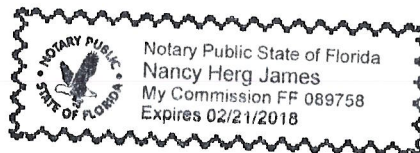
PRESIDENTof KEYSTONE EXCAVATORS, INC.

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. Fernwalt, Pres.
Affiant

Sworn to and subscribed before me this 26th day of July, 20 17.

Nancy Herg James
Notary Public



PROPOSAL
(1)

Keystone Excavators, Inc.
371 Scarlet Blvd.
OLDSMAR, FLORIDA 34677

TO THE CITY OF CLEARWATER, FLORIDA, for

DRUID TRAIL PHASE IV (04-0021-PR)

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

DRUID TRAIL PHASE IV (04-0021-PR)

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:

PROPOSAL

(2)

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.

Attached hereto is a bond or certified check on DEVELOPERS SURETY AND INDEMNITY
COMPANY Bank, for the sum of 10% of BID (\$)
 (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:

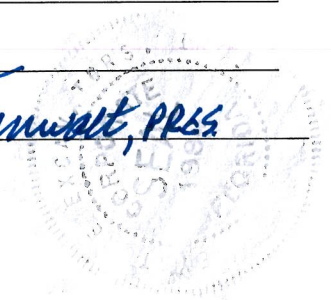
(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, 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. FORNWALT371 SCARLET BLVD OLDSMAR, FL 34671JAMIE K. FORNWALT371 SCARLET BLVD OLDSMAR, FL 34671

Signature of Bidder:

Rc Fornwalt, PRES

PROPOSAL

(3)

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: ROBERT C. FERNWALT - KEYSTONE EXCAVATORS

By: R. Fernwalt, PRES. Title: PRESIDENT

Company Legal Name: KEYSTONE EXCAVATORS, INC

Doing Business As (if different than above): N/A

Business Address of Bidder: 371 SCARLET BLVD

City and State: OLDSMAR, FL Zip Code 34677

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

Dated at OLDSMAR, this 26th day of JULY, A.D., 2017.

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: DRUID TRAIL PHASE IV (04-0021-PR)

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

Addendum No. <u>1</u>	Date: <u>6/15/2017</u> <i>mt</i>
Addendum No. <u>2</u>	Date: <u>7/13/2017</u> <i>mt</i>
Addendum No. <u>3</u>	Date: <u>7/17/2017</u> <i>mt</i>
Addendum No. <u>4</u>	Date: <u>7/14/2017</u> <i>mt</i>
Addendum No. <u>5</u>	Date: <u>7/19/2017</u> <i>mt</i>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

KEYSTONE EXCAVATORS, INC
 (Name of Bidder)

R. Thompson, PRES.
 (Signature of Officer)

PRESIDENT
 (Title of Officer)

July 26, 2017
 (Date)

BIDDER'S PROPOSAL
PROJECT: DRUID TRAIL PHASE IV
(CITY PROJ. NO. 04-0021-PR, FPID 432580-1-58-01)

BID ITEMS			EST. QTY	UNIT	UNIT PRICE	TOTAL
FEDERAL PARTICIPATING PAY ITEMS – FPID 432580-1-58-01						
1	101-1	Mobilization	1	LS	\$ 91,400.00	\$ 91,400.00
2	102-1	Maintenance of Traffic	1	LS	\$ 43,750.00	\$ 43,750.00
3	104-10-3	Sediment Barrier	15,505	LF	\$ 2.00	\$ 31,010.00
4	104-18	Inlet Protection System	58	EA	\$ 24.00	\$ 1,392.00
5	110-1-1	Clearing and Grubbing	1	LS	\$ 74,612.00	\$ 74,612.00
6	110-7-1	Furnish & Install Single Mailbox	62	EA	\$ 85.00	\$ 5,270.00
7	120-1	Regular Excavation	1	LS	\$ 74,787.00	\$ 74,787.00
8	120-6	Embankment	1	LS	\$ 19,412.00	\$ 19,412.00
9	160-4	Stabilization (Type B) (6" Trail)	14,656	SY	\$ 6.10	\$ 89,401.60
10		Crushed Concrete Base, 6"	11,896	SY	\$ 16.00	\$ 190,336.00
11	285-710	Optional Base, Group 10	225	SY	\$ 9.00	\$ 2,025.00
12	327-70-6	Milling 1.5" Depth	7,045	SY	\$ 5.75	\$ 40,508.75
13	334-1-11	Superpave Asph. Conc. (Traffic A) (1")	616.1	TN	\$ 133.00	\$ 81,941.30
14	334-1-12	Type S Asphalt Pavement	618.0	TN	\$ 122.00	\$ 75,396.00
15	425-1-331	Inlet, (Curb) (Type P-3) (<10')	1	EA	\$ 4,225.00	\$ 4,225.00
16	425-1-351	Inlet, (Curb) (Type P-5) (<10')	3	EA	\$ 4,100.00	\$ 12,300.00
17	425-1-441	Inlet, (Curb) (Type J-4) (<10')	1	EA	\$ 4,975.00	\$ 4,975.00
18	425-1-451	Inlet, (Curb) (Type J-5) (<10')	1	EA	\$ 4,515.00	\$ 4,515.00
19	425-1-910	Inlet, Closed Flume	1	EA	\$ 4,480.00	\$ 4,480.00
20	425-2-63	Manholes, P-8 Partial	1	EA	\$ 2,675.00	\$ 2,675.00
21	425-2-73	Manholes, J-7 Partial	1	EA	\$ 3,360.00	\$ 3,360.00
22	425-5	Manhole, Adjust	6	EA	\$ 725.00	\$ 4,350.00
23	425-6	Valve Boxes, Adjust	36	EA	\$ 245.00	\$ 8,820.00
24	425-7	Replace Manhole Cover	5	EA	\$ 868.00	\$ 4,340.00
25	425-11	Drainage Structure - Modify Existing	4	EA	\$ 3,255.00	\$ 13,020.00
26	430-175-115	Pipe Culvert Optional Material (Storm & Cross Drain) (Round) (15")	14	LF	\$ 57.00	\$ 798.00
27	430-175-118	Pipe Culvert Optional Material (Storm & Cross Drain) (Round) (18")	102	LF	\$ 58.00	\$ 5,916.00
28	430-175-124	Pipe Culvert Optional Material (Storm & Cross Drain) (Round) (24")	16	LF	\$ 78.00	\$ 1,248.00

BID ITEMS			EST. QTY	UNIT	UNIT PRICE	TOTAL
FEDERAL PARTICIPATING PAY ITEMS – FPID 432580-1-58-01						
29		Type 1 Curb	7,013	LF	\$ 26.50	\$ 185,844.50
30		Median Curb	314	LF	\$ 30.50	\$ 9,577.00
31		Header Curb	25,446	LF	\$ 17.25	\$ 438,943.50
32		Straight Curb	854	LF	\$ 18.75	\$ 16,012.50
33	522-1	Concrete Sidewalk (4")	1,578	SY	\$ 42.00	\$ 66,276.00
34	423-1	Concrete Sidewalk and Driveways, 6" Thick	1,934	SY	\$ 58.00	\$ 112,172.00
35	523-1	Patterned Pavement, Vehicular Areas (Herringbone) (Yellow)	1,499	SY	\$ 62.00	\$ 92,938.00
36	527-2	Detectable Warnings	1,729	SF	\$ 24.50	\$ 42,360.50
37	550-10-212	Fencing, Type B, 5.0' w/ Vinyl Coating	20	LF	\$ 61.25	\$ 1,225.00
38	570-1-2	Performance Turf, Sod	11,475	SY	\$ 5.60	\$ 64,260.00
39	630-2-11	Conduit, Furnish & Install, Open Trench	171	LF	\$ 6.50	\$ 1,111.50
40	632-7-1	Signal Cable - New or Reconstructed Intersection (F&I)	1	PI	\$ 4,890.00	\$ 4,890.00
41	635-2-11	Pull and Splice Box, F&I, 13" x 24" Cover Size	4	EA	\$ 795.00	\$ 3,180.00
42	643-600	Wood Strain Poles, Remove	26	EA	\$ 400.00	\$ 10,400.00
43	646-1-11	Aluminum Signal Pole, Pedestal	8	EA	\$ 860.00	\$ 6,880.00
44	646-1-60	Aluminum Signals Pole, Remove	4	EA	\$ 125.00	\$ 500.00
45	653-1-11	Pedestrian Signal, Furnish & Install, LED Countdown, 1 Way	8	AS	\$ 860.00	\$ 6,880.00
46	653-1-60	Pedestrian Signal, Remove	6	AS	\$ 95.00	\$ 570.00
47	654-2-22	Rectangular Rapid Flashing Beacon, F&I-Solar Powered, Compl. Assy.- Back-to-Back)	6	AS	\$ 8,250.00	\$ 49,500.00
48	665-1-12	Pedestrian Detector, F&I, Accessible	8	EA	\$ 435.00	\$ 3,480.00
49	665-1-60	Pedestrian Detector, Remove	6	EA	\$ 62.00	\$ 372.00
50	700-1-11	Single Post Sign, F&I Ground Mount, up to 12 SF	68	AS	\$ 245.00	\$ 16,660.00
51	700-1-50	Single Post Sign, Relocate	36	EA	\$ 100.00	\$ 3,600.00
52	700-1-60	Single Post Sign, Remove	1	EA	\$ 62.00	\$ 62.00
53	706-3	Retro-Reflective Pavement Markers	160	EA	\$ 9.80	\$ 1,568.00
54	710-17	Painted Pavement Markings, Remove	729	SF	\$ 5.00	\$ 3,645.00

BID ITEMS			EST. QTY	UNIT	UNIT PRICE	TOTAL
FEDERAL PARTICIPATING PAY ITEMS – FPID 432580-1-58-01						
55	711-11-123	Thermoplastic, Standard, White, Solid, 12" for Crosswalk and Roundabout	4,425	LF	\$ 10.00	\$ 44,250.00
56	711-11-125	Thermoplastic, Standard, White, Solid, 24" for Stop Bar	3,100	LF	\$ 17.25	\$ 53,475.00
57	711-11-170	Thermoplastic, Standard, White, Arrow	3	EA	\$ 215.00	\$ 645.00
58	711-11-224	Thermoplastic, Standard, Yellow, Solid, 18" for Diagonals and Chevrons	357	LF	\$ 15.00	\$ 5,355.00
59	711-14-125	Thermoplastic, Preformed, White, Solid, 24" for High Emphasis Crosswalks	1,320	LF	\$ 18.50	\$ 24,420.00
60	711-16-101	Thermoplastic, Standard - Other Surfaces, White, Solid, 6"	0.044	GM	\$ 19,600.00	\$ 862.40
61	711-16-201	Thermoplastic, Standard - Other Surfaces, Yellow, Solid, 6"	0.620	GM	\$ 19,600.00	\$ 12,152.00
62	711-17	Thermoplastic, Remove	550	SF	\$ 18.50	\$ 10,175.00
63	1080-14	Utility Fixtures, Relocate, Water Meter	40	EA	\$ 275.00	\$ 11,000.00
64	1080-15	Utility Fixtures, Adjust, Water Valve Box	27	EA	\$ 405.00	\$ 10,935.00
65	1644-112-08	Fire Hydrant, F&I, STD, 2 Hose, 6"	2	EA	\$ 8,300.00	\$ 16,600.00
66	1644-800	Fire Hydrant, Relocate	5	EA	\$ 5,265.00	\$ 26,325.00
SUB-TOTAL FEDERAL PARTICIPATING PAY ITEMS NUMBERS 1 to 66					\$ 2,255,365.55	

FEDERAL NON-PARTICIPATING PAY ITEMS						
67	101-1	Mobilization	1	LS	9,500.00	9,500.00
68	102-1	Maintenance of Traffic	1	LS	12,200.00	12,200.00
69	104-10-3	Sediment Barrier	1,778	LF	2.00	3,556.00
70	110-1-1	Clearing and Grubbing	1	LS	36,000.00	36,000.00
71	120-1	Regular Excavation	1	LS	17,250.00	17,250.00
72	160-4	Stabilization (Type B) (12" Roadway)	2,178	SY	6.00	13,068.00
73	285-710	Optional Base, Group 10	1,106	SY	19.00	21,014.00
74	327-70-6	Milling 1.5" Depth	12,093	SY	5.00	60,465.00
75	334-1-12	Type S Asphalt Pavement	1,467.8	TN	122.00	179,071.60
76		Type 1 Curb	2,002	LF	22.50	45,045.00
77		Valley Gutter Curb	168	LF	24.00	4,032.00
78	520-5-11	Concrete Traffic Separator, Type I, 4' Wide	159	LF	42.80	6,805.20
79	522-1	Concrete Sidewalk (4")	613	SY	41.80	25,623.40
80	523-1	Concrete Sidewalk and Driveways, 6" Thick	230	SY	58.00	13,340.00
81	527-2	Detectable Warnings	185	SF	24.50	4,532.50
82	570-1-2	Performance Turf, Sod	773	SY	5.65	4,367.45
83	630-2-11	Conduit, Furnish & Install, Open Trench	4,658	LF	\$ 9.25	\$ 43,086.50
84	635-2-11	Pull and Splice Box, F&I, 13" x 24" Cover Size	29	EA	\$ 795.00	\$ 23,055.00
85	706-3	Retro-Reflective Pavement Markers	613	EA	9.80	6,007.40
86	710-17	Painted Pavement Markings, Remove	240	SF	4.90	1,176.00
87	711-11-124	Thermoplastic, Standard, White, Solid, 18" for Diagonals and Chevrons	179	LF	14.75	2,640.25
88	711-11-141	Thermoplastic, Standard, White, 6-10 Gap Extension	0.060	GM	19,600.00	1,176.00
89	711-11-160	Thermoplastic, Standard, White, Message or Symbol	9	EA	275.00	2,475.00
90	711-11-170	Thermoplastic, Standard, White, Arrow	30	EA	215.00	6,450.00
91	711-11-224	Thermoplastic, Standard, Yellow, Solid, 18" for Diagonals and Chevrons	462	LF	14.75	6,814.50
92	711-16-101	Thermoplastic, Standard - Other Surfaces, White, Solid, 6"	0.488	GM	19,600.00	9,564.80
93	711-16-102	Thermoplastic, Standard - Other Surfaces, White, Solid, 8"	0.133	GM	19,600.00	2,606.80

94	711-16-201	Thermoplastic, Standard - Other Surfaces, Yellow, Solid, 6"	1.266	GM	19,600.00	24,813.60
95	711-17	Thermoplastic, Remove	48	SF	18.50	888.00
SUBTOTAL FEDERAL NON-PARTICIPATING PAY ITEMS 67 to 95					\$	586,624.00

SUBTOTAL ALL ITEMS 1 to 95		\$	2,841,989.55
96	10% CONTINGENCY	\$	284,198.96
	TOTAL CONSTRUCTION COST (PAY ITEMS 1 to 96)	\$	3,126,188.51

CONTRACTOR: R. J. Fennell, PRES.

BIDDER'S TOTAL \$ 3,126,188.51 (Numbers)

BIDDER'S TOTAL \$ THREE MILLION ONE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY-ONE CENTS (Words)

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED. 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.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on July 27, 2017
(Letting Date)

Fill in your FDOT Vendor Number VF _____ (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2)

\$ 6,719,671.00

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 26th day
of July, 20 17

KEYSTONE EXCAVATORS, INC
NAME OF FIRM
By: R. L. Tennant, PRES
PRESIDENT
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
LAKWOOD ESTATES DRAINAGE City of DUNEDIN	5,191,586		1,261,439	1,261,439	
BOCA CIGAR STORM IMP City of MADRID, BEHET	4,882,536		1,395,899	1,395,899	
PINELLAS PARK WATER Mgmt Dis CHANNEL 1A & CHANNEL 4	3,367,400		3,367,400	3,367,400	
50th WAY PINELLAS PARK City of PINELLAS PARK	90,933		90,933	90,933	
CROST LAKE PARK City of CLEARWATER	165,000		165,000	165,000	
RENN WILSON TRAIL BRIDGE City of CLEARWATER	215,000		215,000	215,000	
OUR LADY OF DIVINE PROVIDENCE House of Prayer, INC	224,000		224,000	224,000	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	6,719,671 \$0.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	\$0.00 6,719,671	

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It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: KEYSTONE EXCAVATORS, INC.
 By: ROBERT G. FERNWALT, PRES.
 Date: JULY 26, 2017
 Title: PRESIDENT

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. ~~To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.~~
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: KEYSTONE EXCAVATORS, INC

By: ROBERT C. FORNWALT Date: JULY 26, 2017 Authorized Signature: [Signature]

Title: PRESIDENT

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>KEYSTONE EXCAVATORS, INC</u> <u>371 SCARLET BLVD</u> <u>OLDSMAR, FL 34677</u> Congressional District, if known: 4c _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____ _____			7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Robert C. Fornwalt, PRES</u> Print Name: <u>ROBERT C. FORNWALT</u> Title: <u>PRESIDENT</u> Telephone No.: <u>813-854-2342</u> Date (mm/dd/yyyy): <u>07/24/2017</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ITEM/SEGMENT NO.: _____
 F.A.P. NO.: _____
 MANAGING DISTRICT: _____
 PARCEL NO.: _____
 COUNTY OF: _____
 BID LETTING OF: _____

I, ROBERT C. FORNWALT _____, hereby declare that I am
 (NAME)
PRESIDENT _____ of KEYSTONE EXCAVATORS, INC _____
 (TITLE) (FIRM)
 of OLDSMAR, FL _____
 (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: KEYSTONE EXCAVATORS, INC (Seal)

BY: ROBERT C. FERNWALT - PRESIDENT
NAME AND TITLE PRINTED

WITNESS: Michael J. Slayton

BY: R.C. Fernwalt, PRES.
SIGNATURE

WITNESS: Nancy Hery James

Executed on this 26th day of July, 2017

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.