
KEYSTONE EXCAVATORS, INC.

CUCO 56698
FPSCV 72520700011996

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

February 2, 2018

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

RE: **Moccasin Lake NATURE PARK, INTERPRETIVE CENTER**
City of Clearwater, Parks And Recreation Dept Project # TBD

As requested, enclosed is the proposal for construction of **Moccasin Lake NATURE PARK, INTERPRETIVE CENTER** submitted in accordance with technical specification and project Plans for a Guaranteed Maximum Price of **\$ 181,588.⁰⁰** .

Scope of Work:

Perform clearing and selective demolition . Construct watermain and sewer piping, conduits and sanitary lift station. Construct concrete curbs and sidewalks, and asphalt. Finish grade and sod disturbed areas. See attached Proposal for the detailed Scope of Work.

Cost Detail:

Description	Amount
Cost of Work	\$ 165,080. ⁰⁰
Subtotal	\$ 165,080.⁰⁰
Contingency <u>10</u> %	\$ 16,508.⁰⁰
Guaranteed Maximum Price	\$ 181,588.⁰⁰

Project Duration shall be 150 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. (*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
President

FEBRUARY 2, 2018
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.: 483039P

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, Parks and Recreation Dept.

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

OWNER PHONE NO: (727) 562-4800

BOND AMOUNT: \$ 181,588.00

CONTRACT NO.: (If applicable)

DESCRIPTION OF WORK: Moccasin Lake Nature Park, Interpretive Center

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.”

CONTRACTOR

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

SURETY

**Developer's Surety
and Indemnity Company**
17771 Cowan Ave, Suite 100
Irvine CA 92614
(727) 781-9797

OWNER

City of Clearwater
Parks and Recreation Department
100 S. Myrtle Avenue
Clearwater, FL 33756
(727) 562-4800

PROJECT NAME: Moccasin Lake NATURE PARK, INTERPRETIVE CENTER

PROJECT NO.: TBD

PROJECT DESCRIPTION: *Perform clearing and selective demolition . Construct watermain and sewer piping, conduits and sanitary lift station. Construct concrete curbs and sidewalks, and asphalt. Finish grade and sod disturbed areas. See attached Proposal for the detailed Scope of Work.*

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 \$ **181,588⁰⁰** 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 [**January 25, 2018**], between Contractor and Owner for construction of : **Moccasin Lake NATURE PARK, INTERPRETIVE CENTER** , 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 6th day of February, 20 18.

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

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

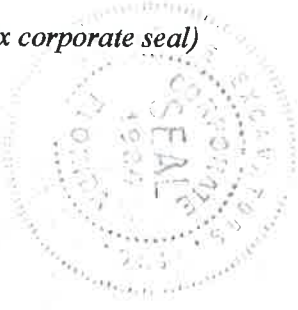
Keystone Excavators, Inc.

By: *Robert C. Fornwalt, Pres.* [Contractor]
Title: President
Print Name: Robert C. Fornwalt

WITNESS:

Jamie K. Fornwalt
Corporate Secretary or Witness
Print Name: JAMIE FORNWALT

(affix corporate seal)



WITNESS:

Print Name: _____

Developers Surety and Indemnity Company

By: *Warren M. Shrum, Jr.* [Corporate Surety]
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.

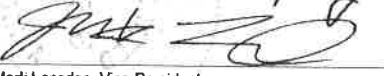
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

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)

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, Notary Public

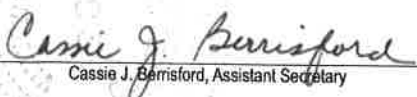


Place Notary Seal Above

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 6th day of February, 2018.

By: 
Cassie J. Bernisford, Assistant Secretary



ATS-1004 (02/17)

Moccasin Lake NATURE PARK, INTERPRETIVE CENTER Project
Sitework , Utilities , Paving work

BIDDERS PROPOSAL & BILL OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
Contractor shall provide insurance, labor, equipment & materials necessary to construct the below portions of the Moccasin Lake Nature Park Interpretive Center Project, according to plans developed by the City of Clearwater.					
1	<u>MOBILIZATION, CLEARING and DEMOLITION</u>				
2	EQUIPMENT & CREW MOBILIZATIONS, per EACH TRIP	1	EA	\$ 3,209.00	\$3,209.00
3	SURVEY LAYOUT & AS-BUILTS			BY CITY	
4	MAINTENANCE of TRAFFIC	1	LS	\$ 1,688.24	\$1,688.24
5	SILT FENCE	1,940	LF	\$ 1.50	\$2,910.00
6	TREE BARRICADES -- None shown	-	LF	\$ 3.00	\$0.00
7	REMOVE CHAIN LINK FENCE , BY OTHERS			BY CITY	
8	DEMOLISH BUILDINGS , BY OTHERS			BY CITY	
9	TREE REMOVAL , BY OTHERS			BY CITY	
10	REMOVE BENCHES, ITEMS at Amphitheater BY OTHERS			BY CITY	
11	SAWCUT, DEMOLISH EDGES OF ASPHALT PAVEMENT	280	SY	\$ 9.00	\$2,520.00
12	DEMOLISH CONCRETE SIDEWALKS	-	SF	BY CITY	
13	DEMOLISH GRAVEL AREAS, as Listed on Plans -- REMOVED from Scope				
14	REMOVE SHELL AREAS, STOCKPILE BY OTHERS	-	SF	BY CITY	
15	EXCAVATE UNSUITABLE SOILS -NO SOIL BORINGS			EXCLUDED	
16	<u>EARTHWORK - see Below items</u>				
17	EXCAVATE area, GRADE for PLAYGROUND , to allow for Playground Mulch material, BY OTHERS			\$ 0.00 BY CITY	
18	MULCH / MATERIAL at Playground			BY CITY	
<u>IMPORT FILL</u> at AMPHITHEATER and GRASS PARKING SPACES					
19	IMPORT FILL , MATERIAL per Plan Elevations , PLUS Add 2" Over Gravel at Parking Lot	740	CY	\$ 15.00	\$11,100.00
20	Import Fill , LABOR & EQUIPMENT to SPREAD and COMPACT	740	CY	\$ 6.00	\$4,440.00
21	FINAL GRADING	3,684	SY	\$ 2.00	\$7,368.00
<u>SANITARY SEWER and FORCE MAIN, LIFT STATION</u>					
22	8" PVC SANITARY SEWER	145	LF	\$ 33.00	\$4,785.00
23	SANITARY CLEANOUTS	3	EA	\$ 290.00	\$870.00
24	<u>2" PVC FORCE MAIN</u> . Excavate 2 Pits, DRILL PIPE under Paving, BACKFILL PITS.	320	LF	\$ 18.00	\$5,760.00
25	FORCEMAIN PRESSURE TEST	1	LS	\$ 1,240.00	\$1,240.00
26	LIFT STATION				
27	LIFT STATION MATERIALS & Sales Tax, Including Extra Pump	1	LS	\$ 17,301.29	\$17,301.29
28	EXCAVATE for Lift Station, SET WETWELL and VALVE BOX, POUR CONCRETE at bottom/Footing, ASSEMBLE PIPING, CONNECT PUMPS. BACKFILL and COMPACT.	1	LS	\$ 15,920.27	\$15,920.27
29	ELECTRIC SUPPLY TO Lift Station and Electric HOOK-UP to Pumps	1	LS	\$ 3,500.00	\$3,500.00
30	CORE MANHOLE , CONNECT FORCEMAIN to EXISTING MANHOLE	1	EA	\$ 1,483.00	\$1,483.00
31	<u>REPAIR PAVING at OPEN CUT</u> for Manhole Connection 12" BASE, 2" S-1 ASPHALT	1	LS	\$ 2,840.00	\$2,840.00
32	<u>STORM DRAIN</u> shown on Plans , DELETED January 24 th				
33	<u>CONDUIT for ELECTRICAL and COMMUNICATIONS BY BUILDING CONTRACTOR's Electrician</u> Those Lines connect to Buildings, with Requirements that Keystone is not familiar with working on a regular basis.				
34	<u>WATER MAIN work</u>				
35	1 1/2" PVC WATER MAIN	242	LF	\$ 7.00	\$1,694.00
36	CORP. VALVE in "J" BOX	1	EA	\$ 648.00	\$648.00

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
37	WET TAP AT WATERMAIN, By CITY				By CITY
38	IRRIGATION and WATER METERS , By CITY				By CITY
39	KEYSTONE EXCAVATE /BACKFILL PIT for City Crews	1	LS	\$ 1,540.00	\$1,540.00
40	TEST & CHLORINATE WATER	1	LS	\$ 820.00	\$820.00
41	<u>BASE, PAVING & FINISH ITEMS</u>				
42	TYPE "D" CURB at ISLANDS, per Plans	375	LF	\$ 26.00	\$9,750.00
43	TYPE "D" CURB at EAST side of PARKING , Value Engineering , instead of 12" Concrete Curb & Wheel Stop	264	LF	\$ 26.00	\$6,864.00
44	12" Wide CONCRETE STRIP on Plans - -DELETED from Scope (Support for Wheel Stops)	0	LF		
45	PARKING LOT WHEEL STOPS	0	EA		
46	6" wide x 18" deep HEADER CURB at Amphitheater area and surrounding the new Playground Area	253	LF	\$ 26.00	\$6,578.00
47	STABILIZED SUBGRADE , 3' wide under Curbs as Shown on Plans DELETED from SCOPE Jan. 22, 2018	-	SY		\$0.00
48	VALLEY CURB (in Parking, for Drainage)	120	LF	\$ 34.00	\$4,080.00
49	1 1/2" ASPHALT OVERLAY	1,190	SY	\$ 12.50	\$14,875.00
50	<u>CONCRETE Flat work</u>				
51	6" Thick CONCRETE SIDEWALKS	2,540	SF	\$ 6.50	\$16,510.00
52	4" thick CONCRETE SIDEWALKS	1,830	SF	\$ 5.50	\$10,065.00
53	ADA HANDICAP RAMPS (Note : 1 shown on Plans , NONE in Quote) (Sidewalks are Flush with Paving)	0	EA		
54	<u>SIGNS and STRIPES</u>				
55	PARKING STALL STRIPES	3	EA	\$ 50.00	\$150.00
56	HANDICAPPED SIGN AND STRIPES	2	EA	\$ 440.00	\$880.00
57	PARKING LOT WHEEL STOPS - see in Curb Section Above				
58	PARKING LOT STOP SIGNS , None shown	-	EA		
59	<u>RESTORATION Work</u>				
60	CHAIN LINK FENCE - By OTHERS				By OTHERS
61	BAHIA SOD at GRASS PARKING area	9,228	SF	\$ 0.40	\$3,691.20
62	IRRIGATION , LANDSCAPING/RESTORATION - BY OTHERS				By OTHERS
63	SITE AMENITIES - - WASTE CANS, BIKE RACKS, BENCHES, etc -- By OTHERS				By OTHERS
64	IRRIGATION , LANDSCAPING -- By OTHERS				By OTHERS
65	Sub-total of Items 1 - 64				\$165,080.00
66	10 % Contingency of line 65				\$16,508.00
67	Total of Items 1 - 64 and 10% Contingency Item No. 66				\$181,588.00

COMPANY'S NAME : KEYSTONE EXCAVATORS, INC.

ADDRESS: 371 Scarlet Blvd CITY: Oldsmar ZIP CODE : 34677

TELEPHONE : 813-854-2342 FAX : 813-854-2993 E MAIL : Dave@KeystoneExcavators.com

PRINTED NAME : David Atkins

SIGNED : _____ TITLE : Estimator DATE : January 25, 2017

10% contingency shall be utilized only upon written request by the Contractor for additional scope of work not included in the bill of quantities to the Owner and written approval by the Owner for the additional scope of work in the utilization of the 10% contingency. Any funds not utilized shall be returned to the owner upon close out of the purchase order short.

THE BIDDER'S GRAND 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 PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER , IT SHALL BE CHANGED AS ONLY THE BID'S UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN. THE CITY RESERVES THE RIGHT TO SELECT ANY ITEMS AND OR REJECT ALL BIDS. THE TOTAL PRICE SHALL BE BASED ON ITEMS SELECTED BY THE OWNER OF THIS PROJECT.