

KEYSTONE EXCAVATORS, INC.

Proposal

CUCO 56698
FPSCV 72520700011996

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

Date December 20, 2018

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

RE: **McMullen Tennis Complex , Add 4 New Tennis Courts**
City of Clearwater, Parks & Recreation Department

As requested, enclosed is the proposal to **Clear and Grub, perform Earthwork and Construct 4 new Tennis Courts with Pole Sports Lighting** submitted in accordance with technical specifications, plans , and clarifications, for a Guaranteed Maximum Price of \$ 798,921^{.00}

Scope of Work:

Construct 4 new Lighted Tennis Courts . Install Storm Drainage and construct Pond; Construct Concrete Curbs around Courts ; all conduit and piping to supply water ; all piping, wiring, boxes , poles and connections to install Musco Sports Lighting.; install finish surface and all stripes, nets ; furnish and install Cabanas on concrete pads. See attached quote for detailed listing of work items.

Cost Detail:

Description	Amount
Cost of Work	\$ 641,235.00
Subtotal	\$ 641,235.00
General Conditions (or General Conditions/Supervision/Insurance/Bond)	\$ 62,010.00
Construction Management Fee	\$ 31,965.00
Contingency	\$ 63,711.00
Guaranteed Maximum Price	\$ 798,921.00


Project Duration shall be 75 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

12/20/2018
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 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

**Developers Surety
And Indemnity Company**
1771 Cowan Ave., Suite 100
(727) 781-9797

OWNER

**City of Clearwater
Parks & Recreation Dept**
100 S. Myrtle Avenue
Clearwater, FL 33756
(727) 562-4750

PROJECT NAME: McMullen Tennis Complex , Add 4 New Tennis Courts

PROJECT NO. : _____

PROJECT DESCRIPTION: construct a gravity sewer system including approximately 250 LF of gravity sewer piping, 3 precast manholes, and other appurtenances

BY THIS BOND, We **Keystone Excavators, Inc.**, as Contractor, and **Developers Surety and Indemnity Company**, a corporation, as Surety, are bound to the City of Clearwater, Florida, herein called Owner, in the sum of **\$798,921.00**, 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 December 19, 2018, between Contractor and Owner for construction of McMullen Tennis Complex , Add 4 New Tennis Courts, 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

Bond No.: _____

PUBLIC CONSTRUCTION BOND

(2)

4. To the limits of § 725.06(2), Florida Statutes, shall indemnify and hold harmless Owner, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction contract; and

5. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

6. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

7. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 20__.

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

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

KEYSTONE EXCAVATORS, INC.

By: _____

Title: President

Print Name: Robert Fornwalt

WITNESS:

WITNESS:

Corporate Secretary or Witness

Print Name: _____

(affix corporate seal)

Print Name: _____

Developers Surety and Indemnity Company

By: _____

ATTORNEY-IN-FACT

Print Name: _____

(affix corporate seal)

(Power of Attorney must be attached)

McMullen Tennis Complex , Add 4 new Clay Courts

Tennis Courts, Lighting, Utility work Included as listed below

Date : **Dec. 19, 2018**

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
----- MOBILIZATION , DEMOLITION , EARTHWORK items -----					
1 .	MOBILIZATION	1	LS	\$ 3,860.00	\$3,860.00
2 .	SURVEY and AS-BUILTS	1	LS	\$ 12,504.00	\$12,504.00
3 .	SILT FENCE	1,320	LF	\$ 1.50	\$1,980.00
4 .	TREE BARRICADES	840	LF	\$ 5.00	\$4,200.00
5 .	TREE REMOVE & HAUL ; 8" to 12"	22	EA	\$ 1,321.00	\$29,062.00
6 .	TREE REMOVE & HAUL ; 13" to 24"	18	EA	\$ 1,602.00	\$28,836.00
7 .	TREE REMOVE & HAUL ; 24" to 36"	1	EA	\$ 2,874.00	\$2,874.00
8 .	CLEAR BRUSH & HAUL	1.25	ACRES	\$ 2,960.00	\$3,700.00
9 .	EXCAVATE POND, HAUL TO FILL AREA, PLACE, COMPACT to Grade (Balanced Site, No Excess Fill)	1	LS	\$ 11,084.00	\$11,084.00
10 .	Sub-total of Initial Work/ Clearing / Earthwork Items			\$ 98,100.00	
11 .	--- STORM DRAINAGE ---				
12 .	15" CONTECH, A-2000 STORM PIPE	53	LF	\$ 36.00	\$1,908.00
13 .	15" MITERED END SECTION	1	EA	\$ 544.00	\$544.00
14 .	CONTROL STRUCTURE & SKIMMER, and CONCRETE SUMP PAD	1	LS	\$ 5,493.00	\$5,493.00
15 .	-- - WATER MAIN Items -- -				
16 .	3/4" PVC WATER PIPE to Water Cooler/Fountains	520	LF	\$ 12.00	\$6,240.00
17 .	1" PVC DRAIN PIPES And 6" STONE BED DRAIN SUMPS	2	EACH	\$ 223.00	\$446.00
18 .	*INSTALL* WATER DRINKING FOUNTAINS	2	Ea	\$ 745.00	\$1,490.00
19 .	CITY FURNISHES DRINKING FOUNTAINS	-		By Others	
20 .	WATER METER	1	EA	\$ 2,831.00	\$2,831.00
21 .	CONNECT TO EXISTING WATER SOURCE / PIPE	1	EA	\$ 830.00	\$830.00
22 .	3" PVC SUPPLY PIPE to Tennis Court Hydro-Grid System	560	LF	\$ 17.00	\$9,520.00
23 .	--- IRRIGATION Items ---				
24 .	IRRIGATION PIPE , VALVES, SPRINKLERS, etc -- BY CITY's IRRIGATION SUB			By Others	
25 .	RAINBIRD ESP-LXME/F CONTROLLER , METAL ENCLOSURE & CONCRETE PAD BY KEYSTONE Per Note 8 , Sheet 2 of Nov. 21 Bid Scope of Work	1	EA	\$ 3,451.00	\$3,451.00
26 .	4" PVC SLEEVES under sidewalk, for Irrigation	60	LF	\$ 8.25	\$495.00
27 .	2" PVC SLEEVES under sidewalk, for Irrigation	40	LF	\$ 7.00	\$280.00
28 .	TENNIS COURT work items	1	LS	\$ 271,051.00	\$271,051.00
29 .	6" x 12" HEADER CURB	included Above			
30 .	Under-Court PIPES and BASE	included Above			
31 .	GATE VALVES , BALL VALVES, BOXES	included Above			
32 .	FLOW METER -- By KEYSTONE (See Watermain Items)	included Above			
33 .	FINISH SURFACE & STRIPES	included Above			

McMullen Tennis Complex , Add 4 new Clay Courts

Tennis Courts, Lighting, Utility work Included as listed below

Date : **Dec. 19, 2018**

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
34 .	NETS ACROSS the playing surface of Courts	included	Above		
35 .	CONCRETE PADS at Cabanas	included	Above		
36 .	FURNISH & INSTALL CABANAS	included	Above		
37 .	FURNISH P.E.-STAMPED SHOP DRAWINGS for Cabana's	1	EA	\$ 1,500.00	\$1,500.00
37 .	SITE FURNITURE/ BENCHES, etc -- BY OTHERS / CITY	-			By Others
38 .	ELECTRICAL Work, TO INCLUDE BELOW ITEMS :	1	LS	\$ 216,366.00	\$216,366.00
39 .	Electrical CONDUIT, Including TO COURTS (for Receptacles)	included	Above		
40 .	MUSCO LIGHT / POLE Package, INCLUDING TAX	included	Above		
41 .	Light POLE FOUNDATIONS (12' Deep)	included	Above		
42 .	RECEPTACLES in Court area	included	Above		
43 .	POLE LIGHTS	included	Above		
44 .	SERVICE, CONNECT to Duke Energy Source	included	Above		
45 .	--- FINISH Work Items ---				
46 .	FENCE -- BY OTHERS / CITY	-			By Others
47 .	4" thick CONCRETE SIDEWALK	4,150	SF	\$ 6.00	\$24,900.00
48 .	*BAHIA* SOD at POND and BETWEEN Pond & Courts	25,100	SF	\$ 0.55	\$13,805.00
49 .	*FLORATAM* SOD around Courts	18,600	SF	\$ 0.75	\$13,950.00
50 .	OTHER GRASSING -- BY OTHERS	-			By Others
51 .	IRRIGATION, LANDSCAPING --- BY OTHERS / CITY	-			By Others
52 .	GENERAL CONDITIONS / OFFICE OVERHEAD / FIELD SUPERVISION to coordinate with Other SubContractors, Price out Changes, process Change Orders, Field-Adjust Work Areas, Supervise Crew's work to City's satisfaction.	1	LS	\$ 62,010.00	\$62,010.00
53 .	Sub-total of Work Items				\$735,210.00
54 .	Contingency				\$63,711.00
55 .	Total of Work Items and 10% Contingency Amount				\$798,921.00

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 :

December 19, 2018

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 REJECT ALL BIDS.