

**PIGGYBACK AGREEMENT FOR AREA 5 ROADWAY AND DRAINAGE IMPROVEMENTS, BAY POINT REPAVING, BEACH PARKING LOTS REPAVING, AND JOHN PASS VILLAGE MILLING AND RESURFACING**

This Agreement is made on the \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **City of Madeira Beach**, a Florida municipal corporation (the “Client”) and **Keystone Excavators, Inc.**, a Florida corporation (the “Contractor”), collectively referred to as the “Parties”.

**WHEREAS**, the Client has determined that it requires that Area 5 roadway and drainage improvement project to be constructed with new stormdrain structures, new curbs, new Pinellas County potable water to be replaced, and milled and resurfaced whole project area, Bay Point Dr., Beach access parking lots from Johns Pass Park to 135<sup>th</sup> Ave W., and Johns Pass Village to be milled and surfaced ; and

**WHEREAS**, on December 3, 2025, the City of Belleair Bluffs, a Florida municipal corporation (“City”) issued Bid No. 2025-01 for the purpose of receiving bids for its Duncan Drive Roadway & Stormwater Improvements, as further described in the Bid No. 2025-01 (the “Services”); and

**WHEREAS**, the Contractor responded to the Bid No. 2025-01 and City subsequently selected the Contractor as a responsive, responsible bidder; and

**WHEREAS**, on February 26, 2026, the Contractor and City to entered into a contract (the “City Contract”) wherein the Contractor agreed to perform the Services for the City in accordance with the terms and conditions described therein; and

**WHEREAS**, § 2-193 of the City of Madeira Beach Code of Ordinances authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the City’s, and the value of the work does not require a new solicitation; and

**WHEREAS**, the Client desires to piggyback onto the City Contract for the purposes of receiving the same Services from Contractor as are being provided to City under the City Contract; and

**WHEREAS**, the City’s Public Works Director has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client’s piggybacking onto the City Contract under the terms provided for herein.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to City in accordance with the terms and conditions of the City Contract, at the prices specified therein. All references to the “City”, “Owner” or “Largo” in the City Contract shall, for purposes of this Agreement, mean Client.
2. Unit Pricing. The Contractor’s work shall be performed at the same unit prices as are set forth in its Bid.
3. Scope of Work. The Contractor shall perform each work assignment from the Client as set forth in the Scope of Work in the City Contract, consistent with the Special Conditions, Standard Specifications, Technical Specifications, and other terms and conditions of the City Contract, and in the manner set forth

by the Client each work assignment and engineered plans (if required), as may be issued by the Client from time to time during the Term of this Agreement. To the extent the Client has an initial work assignment ready, it shall be set forth in **Attachment “A”** to this Agreement.

4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to City in the City Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client’s procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the Bid (including all issued addenda), (ii) the Contractor’s Bid (including all unit cost and other exhibits), and (iii) the City Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the City Contract shall prevail first, followed by the ITB, followed by the Contractor’s Bid.
6. Term of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an expiration date of **September 24, 2026** (the end of the City Contract) unless otherwise extended by The City of Belleair Bluffs.
7. Staff Title References and Language Substitutes. To the extent the City Contract refers in various places to Project Manager, Owner Representative, or similar person, the Parties agree that for purposes of this Agreement, references to these officials or employees shall mean the City Manager of the City of Madeira Beach, or her/his designee.
8. The following terms in the City Contract are revised or supplemented as follows:

A paragraph new 10.07 is created to read:

Contractor shall submit invoices to Client by submitting them to Client, Attn: Public Works Director, at 300 Municipal Drive., Madeira Beach, FL 33708. If the City disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

In the event the Scope of Work set forth in **Attachment “A”**, or via any subsequent Client work assignment, exceeds \$100,000, the Contractor must provide and file with the Pinellas County Clerk of Court payment and performance bonds in favor of the Client in the form and manner as set forth in Florida Statutes § 255.05.

Contractor shall provide insurance coverages to the Client, and indemnification of the Client, in the same manner it provides the City in the City Contract.

In the event the City exercises its right to terminate the City Contract early, this Agreement shall survive through the Termination Date unless the Client, independently, exercises its own termination rights.

9. Public Records Act Compliance. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:
- (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
  - (b) Upon request from the Client's custodian of public records, provide the Client 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Ensure that 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.
  - (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, 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 Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.391.9951), E-MAIL [cvanblargan@madeirabeachfl.gov](mailto:cvanblargan@madeirabeachfl.gov)), OR MAIL (CITY OF MADEIRA BEACH, OFFICE OF THE CITY CLERK, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.**

10. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

**Client:**

City of Madeira Beach  
Attn: City Manager  
300 Municipal Drive.  
Madeira Beach, FL 33708

**Contractor:**

Keystone Excavators, Inc.  
Attn: Jeffrey C. Truxton  
371 Scarlet Blvd.  
Oldsmar, FL 34677

11. Representations; Warranties; Fee Disclosure.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.
- c. Pursuant to Florida Statutes § 218.80(3), Contractor will have to pay before or during construction the following permits or fees before or during construction:

NA

The dollar amount or the percentage method or the unit method of all permits or fees listed above which may be required by the Client as a part of this Agreement are:

NA

The following is a listing of all other governmental entities that may have additional permits or fees generated by the project(s):

NA

12. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver.

Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the City to declare a default of this Agreement.
- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. Notwithstanding any provision of the City Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
  - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
  - (ii) The Contractor engages in business operations in Cuba or Syria; or
  - (iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

- k. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Pursuant to Florida Statutes § 448.095(5), Contractor's contract with Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Client develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

**CITY OF MADEIRA BEACH**  
a Florida municipal corporation

**ATTEST:**

\_\_\_\_\_  
Clara VanBlargan, City Clerk

By: \_\_\_\_\_  
Anne-Marie Brooks  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, B.C.S.  
City Attorney

**KEYSTONE EXCAVATORS, INC.**

By:  \_\_\_\_\_  
Jeffrey C. Truxton  
President

## **Attachment A**

### Area 5 Scope

Area 5 129<sup>th</sup> Ave, 131<sup>st</sup> Ave., and Pelican Lane will include stormdrain improvements, curb removal and replacement, Pinellas County Utility enhancements to the watermain, and a final mill and repave of 129<sup>th</sup> and 131<sup>st</sup> Ave E.

### Bay Point Causeway and Bay Point Drive Scope

Mill 1.5" and repave 2" 7,500 Square Yards of asphalt.

### Beach Access Parking Lots 135<sup>th</sup> to Johns Pass Park Scope

Mill 1.5" and repave 2" 12,000 Square Yards of asphalt and parking lot striping.

### Village Blvd, Boardwalk Place, and Surface lot scope

Mill 1.5" and repaving 2" approximately 14,000 square yards of asphalt and parking lot striping.