

**PART D  
AGREEMENT**

THIS AGREEMENT, made and entered into this 18 day of February, 2026 (the bid award date for projects subject thereto) by and between the CITY OF BELLEAIR BLUFFS, FLORIDA, a Florida municipal corporation, hereinafter called the City; and Keystone Excavators, Inc.

hereinafter called the CONTRACTOR.

**WITNESSETH THAT:**

In consideration of the mutual agreements contained herein, the parties agree as follows:

1. The CONTRACTOR being the lowest responsible bidder shall provide to the City the following: labor, material, and all appurtenances as per the requirements set forth in the advertisement for bids. **Project Title: DUNCAN DRIVE ROADWAY & STORMWATER IMPROVEMENTS, BID 2025-01.**
2. The CONTRACTOR, in consideration of the premises and mutual covenants herein contained shall agree to furnish at his own cost and expense, all equipment, tools, materials and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the said work.

The CONTRACTOR shall agrees to perform a minimum of fifty (50) percent of the contracted work. More specifically, not more than a total of fifty (50%) percent of the contracted work shall be performed by subcontractors.

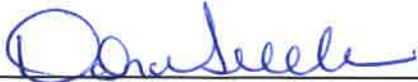
3. The CONTRACTOR agrees that the work to be performed under this Agreement shall be completed within 210 calendar days from the written Notice to Proceed date. Time is of the essence for the completion of said work. Failure to complete work within the stated period, including any extension(s) granted, shall entitle the City to deduct from the contracted amount as "Liquidated Damages" \$500.00 per calendar day of delay.
4. The CONTRACTOR will indemnify and hold harmless the City, Pinellas County and their agents and employees from and against all liabilities, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, providing that any such liability, claim, damage, loss or expense (a) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by a negligent act or omission of the CONTRACTOR, or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
5. In any and all claims against the City, Pinellas County or any of their agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any

subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The CONTRACTOR hereby acknowledges a charge of \$10.00 to the City as specific consideration for the CONTRACTOR'S agreement of indemnification provided for in this paragraph; and specific consideration being a part of CONTRACTOR'S Total Bid Price.

6. Including the provisions contained in this Agreement, the CONTRACTOR and the City shall adhere to all provisions contained in the Contract Documents (as listed in the Instructions to Bidders, Part A), the same being incorporated as part of this Agreement by reference.
7. The City agrees to pay and the CONTRACTOR agrees to accept the amount stated in the Bid Proposal, Total Bid Price, as full compensation for the following: all work done and materials furnished; all costs and expenses incurred, and loss or damage sustained by reason of any unforeseen obstruction or difficulties encountered in the prosecution of the work; all expenses incurred by, or in consequence of the suspension or discontinuance of the work herein specified; and for well and faithfully completing the work, the whole thereof, therein provided, and maintaining the work in good condition until the final payment is made. The amount stated in the Bid Proposal, Total Bid Price, which City agrees to pay and the CONTRACTOR agrees to accept for the above-mentioned is \$2,248,582.50. Payments will be made monthly on the basis of what work has been completed, which amount will be determined by the City.
8. It is understood that there are sufficient unencumbered funds to cover the aforementioned payable amount under this Agreement.
9. It is also understood that the amount payable pursuant to this Agreement shall not exceed the aforementioned Total Bid Price in the absence of a mutually written amendment to this Agreement.
10. During the performance of this Agreement, the CONTRACTOR herein assures the City that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age handicap or marital status, discriminate in any form or manner against said CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the City that said CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
11. This Agreement shall be contingent upon the CONTRACTOR furnishing the City a Certificate of Insurance and/or Performance and Payment Bond for the contract amount within ten (10) days upon Notification of Award listing the City and Pinellas County as additional insured entities and certificate holders.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

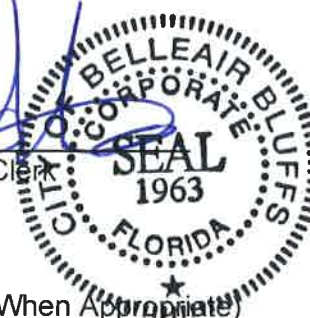
CITY: CITY OF BELLEAIR BLUFFS,  
FLORIDA

BY:   
Debra S. Sullivan, City Administrator

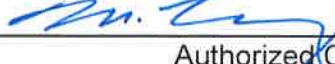
BY:   
Chris Arbutine  
City of Belleair Bluffs Mayor of

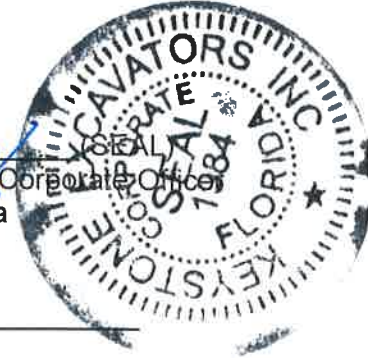
ATTEST:

  
Alexis Silcox, City Clerk



CONTRACTOR

BY:   
Authorized Corporate Officer  
or Individual (Sign before a Notary)



Marcus E. King  
Printed Name of Signer

CORPORATE SEAL (When Appropriate)

APPROVALS:

  
Thomas J. Trask, City Attorney

Vice President  
Title of Signer

813 854 2342  
Phone Number of Signer

Acknowledgement of Contractor, if a Corporation

STATE OF FLORIDA)  
SS:  
PINELLAS COUNTY)

On this 17<sup>th</sup> day of February, 2026, the undersigned personally appeared Marcus Epling unknown to me but identified by a Florida Driver's License and who executed the foregoing instrument as Vice President of Keystone Excavators, Inc corporation acknowledging execution of this instrument as said officer for and on behalf of said corporation, pursuant to the powers conferred upon him by the corporation's, Board or Directors or other appropriate authority of said corporation.

WITNESS my hand and official stamp the date aforesaid.

Nancy Herg James  
Notary Public, State of Florida at Large

\_\_\_\_\_  
(Print Name)

# \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Acknowledgement of Contractor, if a Partnership

STATE OF FLORIDA)  
SS:  
PINELLAS COUNTY)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned personally appeared \_\_\_\_\_ unknown to me but identified by a Florida Driver's License the individual who executed the foregoing instrument as one of the members of the firm of \_\_\_\_\_, and he acknowledged to me that he executed the same, as and for the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
(Print Name)

# \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acknowledgement of Contractor, if an Individual

STATE OF FLORIDA)  
SS:  
PINELLAS COUNTY)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned personally appeared \_\_\_\_\_ unknown to me but identified by a Florida Driver's License the person who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
(Print Name)

# \_\_\_\_\_

My Commission Expires: \_\_\_\_\_