

SECTION V CONTRACT DOCUMENTS

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BOND NUMBER: _____

CONTRACT BOND

(1)

STATE OF FLORIDA

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we _____ as
Contractor and _____ (Surety)
whose home address is _____

HEREINAFTER CALLED THE "Surety", are held and firmly bound into the City of Madeira Beach,
Florida (hereinafter called the "Owner") in the penal sum of:
_____ Dollars (\$ _____)
for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns
for the faithful performance of a certain written contract, dated the _____ day of
_____, 20____, entered into between the Contractor and the City of Madeira Beach for:

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJECT CONTRACT #A314303000

a copy of which said contract is incorporated herein by reference and is made a part hereof as if fully
copied herein.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the
Contractor shall in all respects comply with the terms and conditions of said Contract, including the one
(1) year guarantee of material and labor, and his obligations thereunder, including the Contract Documents
(which include the Advertisement for Bids, Form of Proposal, Form of Contract, Form of Surety Bond,
Instructions to Bidders, General Conditions and Technical Specifications) and the Plans and Specifications
therein referred to and made a part thereof, and such alterations as may be made in said Plans and
Specifications as therein provided for, and shall indemnify and save harmless the said Owner against and
from all costs, expenses, damages, injury or conduct, want of care or skill, negligence or default, including
patent infringements on the part of the said Contractor agents or employees, in the execution or
performance of said Contract, including errors in the Plans furnished by the Contractor, and further, if
such "Contractor" or "Contractors" shall promptly make payments to all persons supplying him, them, or
it, labor, material, and supplies used directly or indirectly by said Contractor, Contractors, Sub-Contractor,
or Sub-Contractors, in the prosecution of the work provided for in said Contract, this obligation shall be
void, otherwise, the Contractor and Surety jointly and severally agree to pay to the Owner any difference
between the sum to which the said Contractor would be entitled on the completion of the Contract, and
that which the Owner may be obliged to pay for the completion of said work by contract or otherwise, and
any damages, direct or indirect, or consequential, which said Owner may sustain on account of such work,
or on account of the failure of the said Contractor to properly and in all things, keep and execute all the
provisions of said Contract.

CONTRACT BOND

(2)

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents, or servants, or the improper performance of the said work by the Contractor or his agents, or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it 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__.

CONTRACTOR

By: _____

ATTEST:

SURETY

By: _____

ATTORNEY-IN-FACT

WITNESS:

COUNTERSIGNED:

CONTRACT

(1)

This **CONTRACT** made and entered into this ____ day of _____, 20____ by and between the City of Madeira Beach, 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".

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:

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJECT CONTRACT #A314303000

in the amount of \$ _____

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, 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.

THE CONTRACTOR AND HIS OR IT'S 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-CONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

CONTRACT

(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 nondiscrimination 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 surety 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 performance 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)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2013), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter 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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

CONTRACT

(3)

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

CITY OF MADEIRA BEACH
IN PINELLAS COUNTY, FLORIDA

By: _____
Robin Ignacio Gomez,
City Manager

(SEAL)

Attest:

Countersigned:

Clara VanBlargan
City Clerk

By: _____
James Rostek,
Mayor

Approved as to form:

City Attorney

(Contractor must indicate whether Corporation,
Partnership, Company or Individual.)

(Contractor)

By: _____ (SEAL)

(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).

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

STATE OF FLORIDA

COUNTY OF _____

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being duly sworn, deposes and says:

That he is the _____ (TITLE) of _____, a Florida Corporation, with its principal place of business located at _____ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the _____ day of _____, 20____ with the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJECT CONTRACT #A314303000

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material men in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That he is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of _____ (Final Full Amount of Contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

AFFIANT

This _____ day of _____, 20____.

BY: _____

NOTARY PUBLIC

My Commission Expires:

PRESIDENT

PROPOSAL 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 Principal, and The Ohio Casualty Insurance Company
_____ as Surety, who's address is 9721 Executive Center Dr., Ste 105
St. Petersburg, FL 33702, are held and firmly bound unto the City
of Madeira Beach, Florida, in the sum of TWO HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED
NINETY DOLLARS AND THIRTY-FIVE CENTS Dollars
(\$ 218,840.35) (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 Principal, and The Ohio Casualty Insurance Company _____ as Surety,
for work specified as: Gulf Lane Drainage and Roadway Improvements
RFP #2023-03, #A314303000

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and
specifications provided here for, 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 Performance 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 Bond will be paid to the City as stipulated or liquidated damages.

Signed this 1st day of May, 2023.

(Principal must indicate whether corporation,
partnership, company or individual)

Keystone Excavators, Inc.

Principal

By: [Signature]

Title Jeff Truxton, Vice President

The Ohio Casualty Insurance Company

[Signature]
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).



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208239-975068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Warren M. Shrum, Jr.; Warren M. Shrum, III

all of the city of Palm Harbor state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of July, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 5th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

AFFIDAVIT

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. OLDSMAR PINELLAS FL.
(Street & Number) (City) (County) (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 JEFFREY C. TRUXTON is VICE PRESIDENT
(Title)
of the corporation, is duly authorized to sign the Proposal for KEYSTONE EXCAVATORS, INC.

or said corporation by virtue of PROVISION OF BY LAWS
state whether a provision of by laws or a Resolution of
Board of Directors.

Jamie K. Fornwalt

Jamie K. Fornwalt- TRES-SECR
Affiant

Sworn to before me this 1st day of MAY, 2023.

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

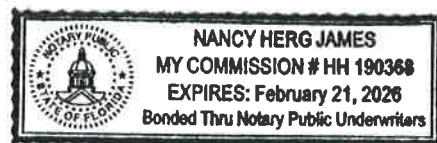
JEFF TRUXTON being, first duly sworn, deposes and says that he is
VICE PRESIDENT of KEYSTONE EXCAVATORS, INC.

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 Madeira Beach, 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.

Affiant 

Sworn to and subscribed before me this 11th day of May, 2023.

Nancy Herg James
Notary Public



PROPOSAL

(1)

TO THE CITY OF MADEIRA BEACH, FLORIDA, for

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

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

GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJEECT CONTRACT #A314303000

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 Madeira Beach, 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 Contract 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 Madeira Beach, 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 Madeira Beach, 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 Madeira Beach, 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 Madeira Beach, 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 THE OHIO CASUALTY INSURANCE COMPANY Bank, for the sum of TEN PERCENT OF BID TWO HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED NINETY DOLLARS AND THIRTY-FIVE CENTS (\$ 218,890.35) (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:

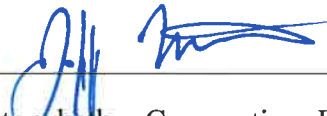
ADDRESSES:

ROBERT C. FORNWALT

371 SCARLET BLVD., OLDSMAR, FL

JAMIE K. FORNWALT

371 SCARLET BLVD., OLDSMAR, FL

Signature of Bidder: 

(The bidder must indicate whether Corporation, Partnership, Company or Individual).

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:

By: JEFF TRUXTON  Title: VICE PRESIDENT

Business Address of Bidder: 371 SCARLET BLVD

City and State: OLDSMAR, FL Zip Code 34677

Dated at OLDSMAR, this 11th day of MAY, A.D., 2023


CITY OF MADEIRA BEACH
ADDENDUM SHEET

PROJECT: GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03
PROJECT/CONTRACT # A314303000 CONTRACT # A314303000

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

Addendum No. <u>1</u>	Date: <u>4/27/23</u>
Addendum No. <u>2</u>	Date: <u>4/27/23</u>
Addendum No. <u>3</u>	Date: <u>4/27/23</u>
Addendum No. <u>4</u>	Date: <u>5/03/23</u>
Addendum No. <u>5</u>	Date: <u>5/04/23</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

KEYSTONE EXCAVATORS, INC
(Name of Bidder)


(Signature of Officer)

VICE PRESIDENT
(Title of Officer)

MAY 11, 2023
(Date)

ADDENDUM #4

BIDDER'S PROPOSAL

PROJECT: GULF LANE ROADWAY & BEACH ACCESS IMPROVEMENTS RFP #2023-03

PROJECT CONTRACT #A314303000

CONTRACTOR: KEYSTONE EXCAVATORS, INC.

BIDDER'S GRAND TOTAL: \$ 2,188,903.50
(NUMBERS)

BIDDER'S GRAND TOTAL: _____

TWO MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED THREE DOLLARS AND FIFTY CENTS
(WORDS)

CONSTRUCTION PLANS - BID PROPOSAL					
Project: Gulf Lane Roadway & Beach Access Improvements RFP #2023-03					
BID ITEM		UNIT	EST QTY	UNIT PRICE (\$)	TOTAL (\$)
1.0	MOBILIZATION AND SITE PREPARATION				
1.1	Mobilization and Project Sign	LS	1	125,000.00	125,000.00
1.2	Maintenance of Traffic	LS	1	64,000.00	64,000.00
1.3	Erosion and Sediment Control	LS	1	5,000.00	5,000.00
1.4	Lawn Sprinkler Restoration	LF	500	15.00	7,500.00
Subtotal - General (1.1 - 1.8)					201,500.00
2.0	EARTHWORK				
2.1	Demolition	LS	1	115,000.00	115,000.00
2.2	Sod	SF	5,000	1.75	8,750.00
2.3	Crushed Shell/Rock/Mulch Restoration (4")	SF	4,300	4.00	17,200.00
Subtotal - Earthwork (2.1 - 2.3)					140,950.00
3.0	PAVING AND MARKING				
3.1	Pervious Pavement w/ Filter Fabric & Crushed Concrete Base (see Detail)	SY	1,050	195.00	204,750.00
3.2	(2") 1-1/2" Mill and Resurfacing (SP12.5) (SP 9.5)	SY	3,900	55.00	214,500.00
3.3	Restoration of Adjacent Asphalt (SP 9.5)	SY	800	64.00	51,200.00
3.4	6" Header & D Curb	LF	1,430	55.00	78,650.00
3.5	Modified Valley Gutter Curb (Miami Curb) & Drop curb	LF	450	60.00	27,000.00
3.6	Flush Curb for brick pavers & concrete apron tie-in (saw cut and add Rebar)	LF	600	60.00	36,000.00

ADDENDUM #4

3.7	Driveway Replacement (Brick)	SF	6,600	12.50	82,500.00
3.8	Driveway Apron Replacement (6" Concrete, 3000 PSI)	SF	4,500	16.50	74,250.00
3.9	24" Pavement Markings (Stop Bar)	LF	200	11.00	2,200.00
3.10	Remove and Replace All Traffic on Gulf Lane & Beach Access Parking Signs	EA	35	325.00	11,375.00
3.11	Ring & Cover Adjustments	EA	6	350.00	2,100.00
3.12	Valve Box Adjustments	EA	3	350.00	1,050.00
Subtotal - Paving and Marking (3.1 - 3.12)					785,575.00
SUBTOTAL (1.0, 2.0, and 3.0)					1,128,025.00
Total - 1 0% Contingency					112,802.50
TOTAL (1.0, 2.0, and 3.0)					1,240,827.50

MISCELLANEOUS ITEMS					
4.0	Johns Pass Parking Lot				
4.1	Mobilization	LS	1	57,000.00	57,000.00
4.2	(2") 1-1/2" Mill and Resurfacing (SP12.5) (SP 9.5)	SY	5674	53.00	300,722.00
4.3	Leveling Course (SP12.5) (SP 9.5)	SY	250	68.50	17,125.00
4.4	Wheel Stop (new to replace broken)	EA	20	100.00	2,000.00
4.5	Remove & Reuse Wheel Stop	EA	129	45.00	5,805.00
4.6	Concrete Pad around the Restrooms 6"	SF	950	16.50	15,675.00
4.7	Stripping White (Thermo)	LF	5000	1.75	8,750.00
4.8	ADA Stall Striping (7)	EA	7	600.00	4,200.00
Subtotal - Johns Pass Parking Lot (4.1 - 4.8)					411,277.00
Miscellaneous Items					
5.0	Boca Ciega Ave & 131 st Ave E				
5.1	Demo 30 x 22 pervious concrete panel	LS	1	3,000.00	3,000.00
5.2	Sand layer 2" inches 30x22 (Mirafi)	LS	1	2,600.00	2,600.00
5.3	6" Concrete panel - 3 side chaffers (660sf)	SF	4040	16.50	10,890.00
Subtotal-Boca Ciega Ave & 131 st Ave E (5.1 - 5.3)					16,490.00
ADDENDUM #1					
6.0	FDOT#	Beach Access Parking Lots Improvement			
6.1	104-10-3	SEDIMENT BARRIER	LF	1,710	2.50 4,275.00
6.2	120-1	EXCAVATION REGULAR	CY	60	100.00 6,000.00
6.3	160-4	STABILIZATION TYPE B	SY	360	67.00 24,120.00

ADDENDUM #4

6.4	285-707	BASE OPTIONAL (BASE GROUP 4)	SY	360	55.00	19,800.00
6.5	327-70-06	MILLING EXIST ASPH PAVT (1.5" AVE DEPTH)	SY	5,910	11.00	65,010.00
6.6	334-1-13	SUPERPAVE ASPH CONC (TRAFFIC C) (2" SP 9.5)	TN	950	375.00	356,250.00
6.7	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	60	60.00	3,600.00
6.8	520-2-4	CONCRETE CURB & GUTTER, TYPE D	LF	120	60.00	7,200.00
6.9	520-2-8	CONCRETE CURB, TYPE RA (SUBSTITUTE MIAMI CURB)	LF	80	60.00	4,800.00
6.10	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	32	145.00	4,640.00
6.11	711-11-125	THERMOPLASTIC STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	108	8.00	864.00
6.12	711-11-160	THERMOPLASTIC STANDARD, WHITE, MESSAGE OR SYMBOL	EA	17	300.00	5,100.00
6.13	711-16-101	THERMOPLASTIC STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	LF	3,400	1.75	5,950.00
6.14	NA	WHEEL STOPS, CONCRETE, F&I	EA	127	100.00	12,700.00
Subtotal-Beach Access Parking Lots (6.1 – 6.14)						520,309.00
SUBTOTAL (4.0, 5.0, and 6.0)						948,076.00
ADDENDUM #4						
OP	OPTION A – ASPHALT					
OP1	Resurfacing Asphalt SP 12.5	SY	16,534	57.50	950,705.00	
Subtotal-Option A -Asphalt SP 12.5(OP-1)						950,705.00
OVERALL CONSTRUCTION COST						2,188,902.50

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

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

PER SECTION III, ITEM 25, IF YOUR BID IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

Authorized Signature

JEFF TRUXTON
Printed Name

Title

VICE PRESIDENT
Title

Name of Entity / Corporation

KEYSTONE EXCAVATORS, INC
Name of Entity / Corporation

STATE OF FLORIDA

COUNTY OF PINELLAS

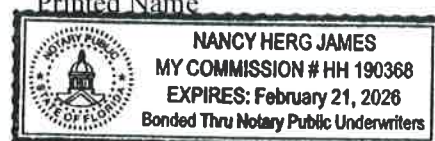
The foregoing instrument was acknowledged before me on this 11th day of MAY, 20 23, by JEFF TRUXTON (name of person whose signature is being notarized) as the VICE PRESIDENT (title) of KEYSTONE EXCAVATORS, INC (name of Corporation/Entity), personally known to me as described herein ✓, or produced a _____ (type of identification) as identification, and who did / did not take an oath.

Nancy Herg James
Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE



PUBLIC ENTITY CRIMES AFFIDAVIT

DATE: May 11, 2023

SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF MADEIRA BEACH by JEFF TRUXTON, VICE PRESIDENT (print individual's name and title) for KEYSTONE EXCAVATORS, INC. (print name of entity submitting sworn statement) whose business address is 371 SCARLET BLVD., OLDSMAR, FL 34677 and, (if applicable) its Federal Employer Identification Number (FEIN) is 59-2447174 (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" is defined in Section 287.133(1)(a), Florida Statutes, means:

(A) A predecessor or successor of a person convicted of a public entity crime; or

(B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.



Authorized Signature
JEFF TRUXTON

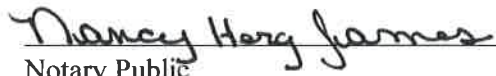
Printed Name
VICE PRESIDENT

Title
KEYSTONE EXCAVATORS, INC

Name of Entity / Corporation

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 14th day of MAY, 2023, by JEFF TRUXTON (name of person whose signature is being notarized) as the VICE PRESIDENT (title) of KEYSTONE EXCAVATORS, INC (name of Corporation/Entity), personally known to me as described herein ✓, or produced a _____ (type of identification) as identification, and who did / did not take an oath.



Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE



EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*											
		BUSINESS CLASSIFICATION		CERTIFIED MBE				NON-CERTIFIED MBE	UNKNOWN				
		SMALL BUSINESS Section 289.703(1) F.S.	NON-MINORITY	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN
COOPERATOR:													
AGREEMENT NO :													
PROJECT NAME:													
TOTAL PROJECT COST:													
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID												

* ☐ Our organization does not collect minority status data.

Signature _____ Date _____ Print Name and Title _____