

SECTION 00400
BID FORM

PROJECT ID: 2022 North River Road Streetscape

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: City of New Port Richey
City Clerk's Office
5919 Main Street
New Port Richey, Florida 34652
Bid Number: 23-013
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| <u>01</u> | <u>02/17/2023</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2)

reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid form.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| <u>Item No.</u> | <u>Estimated Quantity</u> | <u>Description of Items With Price Bid in Words</u> | <u>Unit Price In Figures</u> | <u>Amount In Figures</u> |
|-----------------|---------------------------|--|------------------------------|--------------------------|
| 1 | LS | Mobilization/Demobilization THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS Lump Sum Written AND ZERO CENTS | 37,500.00 | \$ 37,500.00 |
| 2 | LS | Construction Survey, Layout, and Record Drawings TWENTY-FIVE THOUSAND DOLLARS AND Lump Sum Written ZERO CENTS | 25,000.00 | \$ 25,000.00 |
| 3 | LS | Maintenance of Traffic FORTY THOUSAND DOLLARS AND ZERO Lump Sum Written CENTS | 40,000.00 | \$ 40,000.00 |
| 4 | LS | Environmental Protection TWELVE THOUSAND DOLLARS AND Lump Sum Written ZERO CENTS | 12,000.00 | \$ 12,000.00 |
| 5 | LS | Performance and Payment Bonds SEVENTEEN THOUSAND DOLLARS AND Lump Sum Written ZERO CENTS | 17,000.00 | \$ 17,000.00 |
| 6 | LS | Site Demolition, Clearing, and Grubbing ONE HUNDRED THOUSAND DOLLARS AND Lump Sum Written ZERO CENTS | 100,000.00 | \$ 100,000.00 |

| | | | | |
|----|---------|---|-------------|---------------|
| 7 | | F&I PVC Reclaimed Water Piping | | |
| | 100 LF | 4 – inch Dia. | \$ 46.00 | \$ 4,600.00 |
| | 1340 LF | 12 – inch Dia. | \$ 107.00 | \$ 143,380.00 |
| 8 | | F&I HDPE Reclaimed Water Piping via Directional Boring | | |
| | 180 LF | 4 – inch Dia. | \$ 65.00 | \$ 11,700.00 |
| 9 | | F&I D.I. Fittings (C153) | | |
| | 1 EA | 12"x12" Tee | \$ 2,150.00 | \$ 2,150.00 |
| | 2 EA | 12"x4" Tee | \$ 1,800.00 | \$ 3,600.00 |
| | 1 EA | 12"x4" Reducer | \$ 1,000.00 | \$ 1,000.00 |
| | 2 EA | 12" 45 deg. Bend | \$ 1,300.00 | \$ 2,600.00 |
| | 1 EA | 12" 22.5 deg. Bend | \$ 1,250.00 | \$ 1,250.00 |
| | 1 EA | 12" 11.25 deg. Bent | \$ 1,230.00 | \$ 1,230.00 |
| | 4 EA | 12" Sleeve | \$ 1,275.00 | \$ 5,100.00 |
| | 4 EA | 6" Sleeve | \$ 1,110.00 | \$ 4,440.00 |
| | 2 EA | 6" Plug | \$ 615.00 | \$ 1,230.00 |
| 10 | | F&I Gate Valves | | |
| | 3 EA | 4 – inch Dia. | \$ 2,650.00 | \$ 7,950.00 |
| | 2 EA | 12 – inch Dia. | \$ 6,250.00 | \$ 12,500.00 |
| 11 | | F&I Joint Restraints | | |
| | 10 EA | 4 – inch Dia. | \$ 350.00 | \$ 3,500.00 |
| | 24 EA | 12 – inch Dia. | \$ 575.00 | \$ 13,800.00 |
| 12 | | F&I Pipe Connections | | |
| | 1 EA | 12" Connection | \$ 1,250.00 | \$ 1,250.00 |
| 13 | 2 EA | F&I Air Release Assembly | \$ 7,500.00 | \$ 15,000.00 |
| 14 | | F&I Service Lateral | | |
| | 12 EA | 1" single (near side) | \$ 1,650.00 | \$ 19,800.00 |
| | 15 EA | 1" double (near side) | \$ 1,850.00 | \$ 27,750.00 |
| | 10 EA | 1" single (far side) under road/sidewalk | \$ 2,400.00 | \$ 24,000.00 |
| | 10 EA | 1" double (far side) under road/sidewalk | \$ 2,950.00 | \$ 29,500.00 |
| 15 | 3990 SY | Full Depth Reclamation | \$ 40.00 | \$ 159,600.00 |
| 16 | 483 TN | Superpave Asphalt Pavement | \$ 200.00 | \$ 96,600.00 |
| 17 | 395 SY | Mill & Replace Asphalt Pavement | \$ 35.00 | \$ 13,825.00 |
| 18 | LS | F&I Painted Pavement Markings | | |
| | | <i>FOURTEEN THOUSAND DOLLARS AND Lump Sum Written ZERO CENTS</i> | 14,000.00 | \$ 14,000.00 |

| | | | |
|----|---|---------------------|---------------------|
| 19 | LS F&I Signs <i>Four THOUSAND FIVE HUNDRED DOLLARS</i> Lump Sum Written <i>AND ZERO CENTS</i> | <i>4,500.00</i> | <i>\$ 4,500.00</i> |
| 20 | F&I Decorative Lighting | | |
| | 1500 LF 2-inch Electrical Conduit | \$ <i>9.00</i> | \$ <i>13,500.00</i> |
| | 11 EA Pull Boxes | \$ <i>450.00</i> | \$ <i>4,950.00</i> |
| | 450 LF 4" Casing | \$ <i>15.00</i> | \$ <i>6,750.00</i> |
| 21 | 810 SY F&I Concrete Sidewalk | \$ <i>93.00</i> | \$ <i>75,330.00</i> |
| 22 | F&I Concrete Driveway | | |
| | 870 SY Concrete Driveway | \$ <i>107.50</i> | \$ <i>93,525.00</i> |
| | 260 SY Temporary Gravel | \$ <i>5.00</i> | \$ <i>1,300.00</i> |
| 23 | 42 SY Remove & Reinstall Architectural Pavers | \$ <i>100.00</i> | \$ <i>4,200.00</i> |
| 24 | 1800 LF F&I Concrete Curb, Type A | \$ <i>44.00</i> | \$ <i>79,200.00</i> |
| 25 | Stormwater Inlet Modifications | | |
| | 1 EA Curb, Type 9 | \$ <i>10,500.00</i> | \$ <i>10,500.00</i> |
| | 1 EA Curb, Type J-6 (S-1) | \$ <i>10,500.00</i> | \$ <i>10,500.00</i> |
| | 2 EA Type H, Partial (S-2, S-4) | \$ <i>14,750.00</i> | \$ <i>29,500.00</i> |
| | 1 EA Type H, Modify (S-5) | \$ <i>15,250.00</i> | \$ <i>15,250.00</i> |
| 26 | Manhole Modifications | | |
| | 1 EA Type P-7, Partial (S-3) | \$ <i>8,750.00</i> | \$ <i>8,750.00</i> |
| | 7 EA Adjust Manhole Risers | \$ <i>325.00</i> | \$ <i>2,275.00</i> |
| 27 | 12 EA Adjust Valve Boxes | \$ <i>225.00</i> | \$ <i>2,700.00</i> |
| 28 | F&I Landscape Plants | | |
| | 13 EA Silver Date Palm | \$ <i>3,200.00</i> | \$ <i>41,600.00</i> |
| | 8 EA Sabal Palm | \$ <i>380.00</i> | \$ <i>3,040.00</i> |
| | 5 EA Live Oak | \$ <i>875.00</i> | \$ <i>4,375.00</i> |
| | 4 EA Chickasaw Plum | \$ <i>300.00</i> | \$ <i>1,200.00</i> |
| | 9 EA Butterfly Bush | \$ <i>240.00</i> | \$ <i>2,160.00</i> |
| | 7 EA Red Mulberry | \$ <i>300.00</i> | \$ <i>2,100.00</i> |
| | 395 EA Confederate Jasmine | \$ <i>7.50</i> | \$ <i>2,962.50</i> |
| | 21 EA Muhly Grass | \$ <i>16.00</i> | \$ <i>336.00</i> |
| | 12 EA Dwarf Yaupon Holly | \$ <i>16.00</i> | \$ <i>192.00</i> |
| | 18 EA Coontie | \$ <i>40.00</i> | \$ <i>720.00</i> |
| | 15 EA Indian Hawthorn | \$ <i>16.00</i> | \$ <i>240.00</i> |
| 29 | F&I Irrigation System | | |
| | 560 LF Irrigation Sleeve, 2-inch Dia. | \$ <i>9.00</i> | \$ <i>5,040.00</i> |
| | 1400 LF 1-inch Sch 40 PVC Irrigation Pipe | \$ <i>5.00</i> | \$ <i>7,000.00</i> |
| | 2 EA 1-inch Sch 40 PVC Ball Valve | \$ <i>90.00</i> | \$ <i>180.00</i> |
| | 3 EA Rain Bird X CZ-PRB-100-COM Commercial Control Zone Kit | \$ <i>1,000.00</i> | \$ <i>3,000.00</i> |
| | 1 EA Rain Bird TBOS-BT1LT Bluetooth Battery Operated Controller | \$ <i>825.00</i> | \$ <i>825.00</i> |

| | | | | |
|----|----------|---|------------|---------------|
| | 1 EA | Rain Bird TBOS-BT2LT Bluetooth Battery Operated Controller | \$ 900.00 | \$ 900.00 |
| | 28 EA | Riser Assembly | \$ 35.00 | \$ 980.00 |
| | 3500 LF | Dripline | \$ 2.50 | \$ 8,750.00 |
| | 5 LF | Valve Box - Lid & Lock | \$ 250.00 | \$ 1,250.00 |
| 30 | 1,700 SY | F&I Bahia Sod | \$ 5.25 | \$ 8,925.00 |
| 31 | 100 CY | Remove & Dispose Solid Rock along Pipe Route, Replace with Suitable Trench Material | \$ 25.00 | \$ 2,500.00 |
| 32 | 100 CY | Remove & Replace Unsuitable Trench Foundation Material | \$ 75.00 | \$ 7,500.00 |
| 33 | 100 CY | Remove & Replace Unsuitable Trench Backfill Material | \$ 5.00 | \$ 500.00 |
| 34 | LS | Allowance for Extra Work Authorized by Owner | 100,000.00 | \$ 100,000.00 |

TOTAL PROJECT BASE BID:

\$ 1,421,860.50
(Amount Written In Figures)

ONE MILLION FOUR HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED
(Amount Written In Words) SIXTY DOLLARS AND FIFTY CENTS

BID ADDITIVES

The values entered below represent the alternate cost(s) to include the respective Additive items with the Base Bid Work, and are included to allow the OWNER the opportunity to assess the value of completing this work in conjunction with the Base Bid Work. Each item shall include the Bidder's complete cost for the described work associated with the Additive line item. The OWNER will consider these Additives for award of the contract.

Additive Item No. 1 – The Contractor shall provide a unit price to Remove & Replace the Bahia Sod within the Sims Park property located along the east side of the Pithlachascotee River, from Main Street to Grand Boulevard. The additive unit pricing shall include all work, materials, equipment, etc. as identified in Section 1150 Measurement and Payment for the listed Bid Items.

| | | | | |
|----|-----------|----------------------------|---------|---------------|
| 35 | 20,540 SY | Remove & Replace Bahia Sod | \$ 8.25 | \$ 169,455.00 |
|----|-----------|----------------------------|---------|---------------|

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **270** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **300** calendar days after the date when the Contract Times commence to run.
- 6.01 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a part of this Bid:
- A. Bid security in the form of a certified check or Bid Bond (Section 00430).
 - B. Tabulation of Subcontractors and Suppliers (Section 00431).
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Contractor's License No.: CUC 056698 # CUC 1225782
 - E. Florida Trench Safety Act Certification (Section 00440).
 - F. Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).
 - G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
 - H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
 - I. Noncollusion Affidavit (Section 00453).
 - J. Drug-Free Workplace Certificate (Section 00454).
 - K. Contractor's Code of Conduct Form (Section 00455).

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by: KEYSTONE EXCAVATORS, INC

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: KEYSTONE EXCAVATORS, INC.

State of Incorporation: FLORIDA

Type (General Business, Professional, Service, Limited Liability): GB

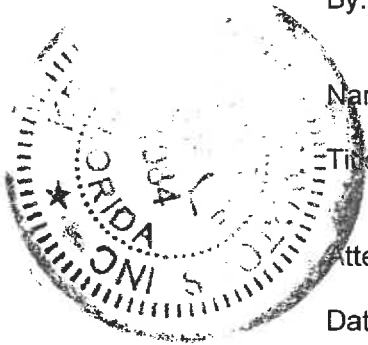
By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): JEFF TRUXTON

Title: VICE PRESIDENT
(CORPORATE SEAL)

Attest: _____

Date of Qualification to do business in Florida is 09/26/1984



A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 371 SCARLET BLVD., OLDSMAR, FL 34677

Phone No. 813-854-2342 Fax No. 813-854-2993

E-mail MARCUS@KEYSTONEEXCAVATORS.COM

SUBMITTED on FEBRUARY 23, 2023.

State Contractor License No. CUC 056698
CUC 1225782

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 Fornwalt

Jamie K. Fornwalt- TRES-SECR
Affiant

Sworn to before me this 23RD day of FEBRUARY, 2023.

Nancy Herg James
Notary Public



Type/print/stamp name of Notary

Title or rank, and Serial No., if any

**SECTION 00430
BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Keystone Excavators, Inc.
371 Scarlet Blvd., Oldsmar, FL 34677

SURETY (Name and Address of Principal Place of Business):
The Ohio Casualty Insurance Company
9721 Executive Center Dr., Ste 105, St. Petersburg, FL 33702

OWNER (Name and Address): City of New Port Richey
5919 Main St., New Port Richey, FL 34668

BID
Bid Due Date: **FEBRUARY 23, 2023**
Description (Project Name and Include Location): City Bid #23-013
2022 North River Road Streetscape Project

BOND
Bond Number: N/A
Date (Not earlier than Bid due date):
Penal sum **ONE MILLION FOUR HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED (Words) SIXTY DOLLARS AND FIFTY CENTS.** \$ 1,421,860.50
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Keystone Excavators, Inc. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature
Jeff Truxton
Print Name
Vice President
Title

Attest: [Signature]
Signature
SECRETARY / TREASURER
Title

SURETY
The Ohio Casualty Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)
Warren M. Shrum, Jr.
Print Name
Attorney-in-fact
Title
Attest: [Signature]
Signature Warren M. Shrum, Jr.
Licensed Florida Resident Agent
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



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 hereon this 5th day of July, 2022.

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

By: David M. Carey, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantee

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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, 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 the Companies this 25th day of February, 2023.



By: Renee C. Llewellyn, Assistant Secretary

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a *statement of the amount due*.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

| <u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u> | <u>CLASS OF WORK OR MATERIAL</u> |
|---|-----------------------------------|
| (1) <u>FERGUSON WATERWORKS</u> | <u>PIPE & APPURTENANCES</u> |
| (2) <u>ACME BARRICADES</u> | <u>MOT</u> |
| (3) <u>LEFTCOAST SURVEYORS</u> | <u>LAYOUT, AS-BUILTS, SURVEY</u> |
| (4) <u>CENTRAL FLORIDA CONTRACTORS</u> | <u>CURB, SIDEWALK, DRIVEWAYS,</u> |
| (5) <u>OUTDOOR CONCEPTS OR IRRIGATION DESIGN ASSOCIATES</u> | <u>IRRIGATION</u> |
| (6) <u>SMITH LANDSCAPING OR ERIC'S LAND MANAGEMENT</u> | <u>LANDSCAPING</u> |
| (7) <u>ASPHALT PAVING SYSTEMS</u> | <u>FULL DEPTH RECLAMATION</u> |

BIDDER: KEYSTONE EXCAVATORS, INC

By: 

Name: JEFF TRUXTON

Title: VICE PRESIDENT

Date: FEBRUARY 23, 2023



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
KEYSTONE EXCAVATORS, INC.

Filing Information

| | |
|-----------------------------|-----------------------|
| Document Number | H22871 |
| FE/EIN Number | 59-2447174 |
| Date Filed | 09/26/1984 |
| State | FL |
| Status | ACTIVE |
| Last Event | NAME CHANGE AMENDMENT |
| Event Date Filed | 11/06/1984 |
| Event Effective Date | NONE |

Principal Address

371 SCARLET BLVD
OLDSMAR, FL 34677

Changed: 07/02/1993

Mailing Address

371 SCARLET BLVD
OLDSMAR, FL 34677

Changed: 07/02/1993

Registered Agent Name & Address

FORNWALT, ROBERT C
371 SCARLET BLVD
OLDSMAR, FL 34677

Name Changed: 02/28/2006

Address Changed: 05/01/1995

Officer/Director Detail

Name & Address

Title President, Officer

FORNWALT, ROBERT
371 SCARLET BLVD
OLDSMAR, FL 34677

Title Secretary, Treasurer, Director

Fornwalt, Jamie K
371 SCARLET BLVD
OLDSMAR, FL 34677

Title VP, Officer

Truxton, Jeff C
371 SCARLET BLVD
OLDSMAR, FL 34677

Title Director

Fornwalt, Brianna
371 SCARLET BLVD
OLDSMAR, FL 34677

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2021 | 01/11/2021 |
| 2022 | 01/21/2022 |
| 2023 | 01/30/2023 |

Document Images

| | |
|---|--|
| 01/30/2023 -- ANNUAL REPORT | View image in PDF format |
| 01/21/2022 -- ANNUAL REPORT | View image in PDF format |
| 01/11/2021 -- ANNUAL REPORT | View image in PDF format |
| 01/20/2020 -- ANNUAL REPORT | View image in PDF format |
| 02/19/2019 -- ANNUAL REPORT | View Image in PDF format |
| 01/12/2018 -- ANNUAL REPORT | View image in PDF format |
| 01/09/2017 -- ANNUAL REPORT | View image in PDF format |
| 01/26/2016 -- ANNUAL REPORT | View image in PDF format |
| 01/19/2015 -- ANNUAL REPORT | View image in PDF format |
| 11/24/2014 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/10/2014 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2013 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/21/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/23/2012 -- ANNUAL REPORT | View image in PDF format |
| 01/04/2011 -- ANNUAL REPORT | View image in PDF format |
| 01/26/2010 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2009 -- ANNUAL REPORT | View image in PDF format |
| 01/09/2008 -- ANNUAL REPORT | View image in PDF format |
| 01/05/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/28/2006 -- ANNUAL REPORT | View image in PDF format |
| 05/03/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/12/2004 -- ANNUAL REPORT | View image in PDF format |
| 02/03/2003 -- ANNUAL REPORT | View image in PDF format |
| 02/06/2002 -- ANNUAL REPORT | View image in PDF format |
| 03/28/2001 -- ANNUAL REPORT | View image in PDF format |
| 08/17/2000 -- ANNUAL REPORT | View image in PDF format |
| 04/21/1999 -- ANNUAL REPORT | View image in PDF format |
| 03/04/1998 -- ANNUAL REPORT | View image in PDF format |
| 02/21/1997 -- ANNUAL REPORT | View image in PDF format |
| 04/09/1996 -- ANNUAL REPORT | View image in PDF format |
| 05/01/1995 -- ANNUAL REPORT | View image in PDF format |

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CUC1225782

EXPIRATION DATE: AUGUST 31, 2024

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TRUXTON, JEFFREY C
KEYSTONE EXCAVATORS, INC.
371 SCARLET BLVD
OLDSMAR FL 34677



ISSUED: 05/26/2022

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CUC056698

EXPIRATION DATE: AUGUST 31, 2024

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FORNWALT, ROBERT CLAYTON JR
KEYSTONE EXCAVATORS INC
371 SCARLET BLVD
OLDSMAR FL 34677



ISSUED: 05/26/2022

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ARTICLE 7
7.01 D

ARTICLE 7

7.01 D

I-CUCC056698

Formwalt, Robert C
371 Scarlet Blvd
Oldsmar, FL 34677

I-CUCC1225782

Truxton, Jeffrey C
1260 Littlefield Dr
New Port Richey, FL 34655



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT Robert C Formwalt Jr
DBA Keystone Excavators Inc

STATE CERT # I-CUCC056698
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.
IN GOOD STANDING UNTIL September 30, 2023
DATE OF ISSUANCE 08/03/2022

* Please cut out license along lines



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT Jeffrey C Truxton
DBA Keystone Excavators, Inc

STATE CERT # I-CUCC1225782
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.
IN GOOD STANDING UNTIL September 30, 2023
DATE OF ISSUANCE 06/30/2022

* Please cut out license along lines

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

| | Cost |
|---------------------------------|---------------------|
| 1. Trench Safety Act Compliance | \$ <u>1.00 / LF</u> |
| 2. Special Shoring | \$ <u>N/A</u> |

Identify method of compliance for Item #1: SAFE SLOPES

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: KEYSTONE EXCAVATORS, INC

By: [Signature]

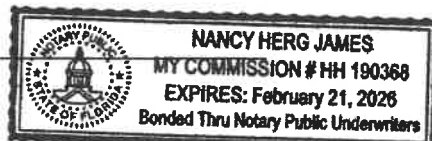
Name: JEFF TRUXTON

Title: VICE PRESIDENT

Sworn to and subscribed before me this 23RD day of FEBRUARY, 2023.

Nancy Herg James
Notary Public

My Commission Expires: _____



SECTION 00450
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA



CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract-specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers
American Consulting Engineers Council
American Society of Civil Engineers
Construction Specifications Institute

Submitted by:

Name of Organization KEYSTONE EXCAVATORS, INC

Name of Individual JEFF TRUXTON

Title VICE PRESIDENT

Address 371 SCARLET BLVD
OLDSMAR, FL 34677

Telephone 813-854-2342

00450-1

Submitted to:

Name CITY OF NEW PORT RICHEY, FL
Address 5919 MAIN STREET
NEW PORT RICHEY, FL 34652

Telephone _____

Project Name and Description (if applicable)

2022 NORTH RIVER ROAD STREETSCAPE

Contractor's General Business Information

Check If:

- Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

SEPTEMBER 26, 1984 FLORIDA

b. List of Executive Officers

| Name | Title |
|---------------------------|------------------------------|
| <u>ROBERT C. FORNWALT</u> | <u>PRESIDENT</u> |
| <u>JEFF TRUXTON</u> | <u>VICE PRESIDENT</u> |
| <u>JAMIE K. FORNWALT</u> | <u>SECRETARY / TREASURER</u> |

If Partnership:

a. Date and State of Organization

N/A

b. Names of Current General Partners

N/A

c. Type of Partnership

General Publicly Traded

Limited Other (describe): N/A

If Joint Venture:

a. Date and State of Organization

N/A

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

N/A

If Sole Proprietorship:

a. Date and State of Organization

N/A

b. Name and Address of Owner or Owners

N/A

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).
2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).
3. Name of surety company and name, address, and phone number of agent.

THE OHIO CASUALTY INSURANCE COMPANY WARREN M. SARUM, JR.
9721 EXECUTIVE CENTER DRIVE, SUITE 105 727-385-3255
ST. PETERSBURG, FL 33702

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?
 Yes No

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it? Yes No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes No

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes No

If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

EARTHWORK, SIDEWORK, GRADING, ROAD RECONSTRUCTION, DITCH LINING,
SANITARY & STORMWATER CONSTRUCTION

10. If required, can your organization provide a bid bond for this project? Yes No

11. What is your approximate total bonding capacity?

\$500,000 to \$2,000,000

\$2,000,000 to \$5,000,000

\$5,000,000 to \$10,000,000

\$10,000,000 or more

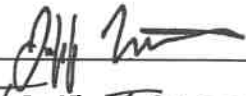
12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

INITIAL SAFETY TRAINING UPON HIRO. WEEKLY "TOOL BOX TALKS" ON A VARIETY
OF TOPICS AS RECOMMENDED BY OUR INSURANCE BROKER. BI-ANNUAL
CPR AND FIRST AID TRAINING BY AN ACCREDITED FIRST RESPONDER. WE ALSO
HAVE AN "OPEN DOOR" POLICY FOR REPORTING OF UNSAFE ACTS/BEHAVIORS.

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank SERVIS FIRST
Address 4221 W. BOY SCOUT BVD, SUITE 100
TAMPA, FL 33607
Account Manager JEFF OVER
Telephone 813-751-0815

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: 
Title: VICE PRESIDENT
Dated: FEBRUARY 23, 2023

SCHEDULE A

Name, Location and Description of Project Owner Design Engineer Date Completed Contract Price Reference/Contact Include Address and Phone

SEE ATTACHED

**KEYSTONE EXCAVATORS
COMPLETED PROJECT REFERENCES**

| PROJECT NAME / DESCRIPTION | OWNER NAME | CONTACT PERSON | CONTRACT AMOUNT | COMPLETION DATE |
|--|---|---|-----------------|-----------------|
| Channel 2E Improvements Rip Rap Slopes for Pinellas Park Water Mgmt District | Randy Roberts Pinellas Park Water Mgmt District 6460 35th Street North Pinellas Park, FL 33781 | randy@ppwmd.com Phone 727-528-8022 Fax 727-528-9444 | \$ 1,123,800 | September 2022 |
| Crystal Beach Paving & Drainage Storm, Utilities, Road Reconstruction for Pinellas County | Angel Lafita Pinellas County DEI Construction 22211 US 19 N, Bldg 16 Clearwater, FL 33756 | alafita@co.pinellas.fl.us Phone 727 - 464 - 8864 Fax 727 - 464 - 8888 | \$ 1,434,678 | September 2022 |
| Madeira Beach - 140th Avenue Water Main, Utilities, Road Reconstruction for City of Madeira Beach | Megan Wepfer City of Madeira Beach 300 Municipal Dr Madeira Beach, FL | mwepfer@madeirabeachfl.gov Phone 727 - 543 - 8154 Fax | \$ 566,845 | June 2022 |
| Treasure Island Storm, Water Main, Utilities, Road Reconstruction for City of Treasure Island | Justin Keller Advanced Engineering & Design 3931 68th Avenue N Pinellas Park, FL 33781 | keller@aed-fl.com Phone 727 - 526 - 9158 Fax | \$ 2,253,572 | May 2022 |
| Channel 1A2 Improvements Concrete Panel Installation for Pinellas Park Water Mgmt District | Randy Roberts Pinellas Park Water Mgmt District 6460 35th Street North Pinellas Park, FL 33781 | randy@ppwmd.com Phone 727-528-8022 Fax 727-528-9444 | \$ 3,941,632 | May 2022 |
| Belmont Park Improvements Site Improvements for City of Clearwater | Leroy Chin City of Clearwater Parks & Rec 100 S. Myrtle Ave, Ste 120 Clearwater, FL 33756 | leroy.chin@myClearwater.com Phone 727- 562 - 4856 Fax 727 - 562 - 4825 | \$ 393,333 | March 2022 |
| Enterprise Dog Park Improvements Trail Improvements for City of Clearwater | Leroy Chin City of Clearwater Parks & Rec 100 S. Myrtle Ave, Ste 120 Clearwater, FL 33756 | leroy.chin@myClearwater.com Phone 727- 562 - 4856 Fax 727 - 562 - 4825 | \$ 109,450 | February 2022 |

| | | | |
|--|--|---------------------|----------------------|
| <p>Seminole City Center Improvements Storm, Utilities, Road Reconstruction JPA Pinellas County and City of Clearwater</p> | <p>Justin Keller Advanced Engineering & Design 3931 68th Avenue N Pinellas Park, FL 33781 Phone 727 - 526 - 9158 Fax</p> | <p>\$ 1,647,536</p> | <p>December 2021</p> |
| <p>Jail Perimeter Rd Storm, Utilities, Road Reconstruction for Pinellas County</p> | <p>Nancy Lamagna Pinellas County PW Capital Improvements 22211 US 19 N, Bldg 16 Clearwater, FL 33756 Phone 727 - 464 - 8918 Fax 727 - 464 - 8888</p> | <p>\$ 1,485,019</p> | <p>December 2021</p> |
| <p>Lakeview Rd Storm, Utilities, Road Reconstruction JPA Pinellas County and City of Clearwater</p> | <p>Wes Merritt Pinellas County DEI Construction 22211 US 19 N, Bldg 16 Clearwater, FL 33756 Phone 727 - 464 - 8864 Fax 727 - 464 - 8888</p> | <p>\$ 1,515,336</p> | <p>November 2021</p> |
| <p>Douglas-Burbank Road Extension Storm, Utilities, Road Reconstruction for City of Oldsmar</p> | <p>Daniel Simpson City of Oldsmar Public Works 100 State Street W Oldsmar, FL 34677 Phone 813-749-1233 Fax 813-749-1252</p> | <p>\$ 1,170,116</p> | <p>June 2021</p> |
| <p>Alt 19 to Omaha WM Water Main, Utilities, Road Reconstruction Pinellas County</p> | <p>Angel Lafita Pinellas County DEI Construction 22211 US 19 N, Bldg 16 Clearwater, FL 33756 Phone 727 - 464 - 8864 Fax 727 - 464 - 8888</p> | <p>\$ 1,098,680</p> | <p>April 2021</p> |
| <p>Harbor Palms - Phase I Storm, Utilities, Road Reconstruction for City of Oldsmar</p> | <p>Daniel Simpson City of Oldsmar Public Works 100 State Street W Oldsmar, FL 34677 Phone 813-749-1233 Fax 813-749-1252</p> | <p>\$ 4,433,650</p> | <p>February 2021</p> |
| <p>West Court Street Storm, Utilities, Road Reconstruction for City of Tarpon Springs</p> | <p>Nick Makris City of Tarpon Springs PO Box 5004 Tarpon Springs, FL Phone 727-943-4871</p> | <p>\$ 730,551</p> | <p>January 2021</p> |
| <p>North County Satellite Site Storm, Utilities, Road Reconstruction, for Pinellas County</p> | <p>Wes Merritt Pinellas County DEI Construction 22211 US 19 N, Bldg 16 Clearwater, FL 33756 Phone 727 - 464 - 8864 Fax 727 - 464 - 8888</p> | <p>\$ 3,249,638</p> | <p>January 2021</p> |

| | | | |
|---|---|---------------------|-----------------------|
| <p>Countryside Sports Complex - Phase II Site & Field Improvements for City of Clearwater</p> | <p>Leroy Chin City of Clearwater 100 S. Myrtle Ave, Ste 120 Clearwater, FL 33756 Phone 727-562-4856 Fax 727-562-4825</p> <p>leroy.chin@myClearwater.com</p> | <p>\$ 956,159</p> | <p>September 2020</p> |
| <p>David Ave Storm Improvements Storm, Utilities for City of Clearwater</p> | <p>Ivan Dimitrov City of Clearwater 100 S. Myrtle Ave, Ste 200 Clearwater, FL 33756 Phone 727-562-4779</p> <p>ivan.dimitrov@myclearwater.com</p> | <p>\$ 1,025,292</p> | <p>September 2020</p> |
| <p>Wall Springs Coastal Additions I & II 3 mile hiking, biking trail; storm water improvements, road construction for Pinellas County</p> | <p>Nancy McKibben Transportation Engineering Section 14 South Fort Harrison Ave Clearwater, FL 33756 Phone 727-464-4812</p> <p>nmckibben@co.pinellas.fl.us</p> | <p>\$ 3,487,186</p> | <p>June 2020</p> |
| <p>Channel 5 Improvements Rip Rap Slopes for Pinellas Park Water Mgmt District</p> | <p>Randy Roberts Pinellas Park Water Mgmt District 6460 35th Street North Pinellas Park, FL 33781 Phone 727-528-8022 Fax 727-528-9444</p> <p>randy@ppwmd.com</p> | <p>\$ 216,230</p> | <p>June 2020</p> |
| <p>Hillcrest Ave By-Pass Storm, Utilities, Road Reconstruction for City of Clearwater</p> | <p>Roger Johnson City of Clearwater 100 S. Myrtle Ave, Ste 200 Clearwater, FL 33756 Phone 727-562-4592</p> <p>roger.johnson@myclearwater.com</p> | <p>\$ 4,059,684</p> | <p>May 2020</p> |
| <p>Oldsmar Downtown Watermain Replacement Storm , Utilities , Road Reconstruction for City of Oldsmar</p> | <p>Nan Bennett City of Oldsmar Public Works 100 State Street W Oldsmar, FL 34677 Phone 813-749-1233 Fax 813-749-1252</p> <p>Nbennett@myoldsmar.com</p> | <p>\$ 2,827,792</p> | <p>November 2019</p> |
| <p>Druid Trail 3 mile hiking,biking trail;storm improvements,road construction, traffic signalization, ped. beacons for City of Clearwater</p> | <p>Paul Bertels City of Clearwater 100 S. Myrtle Ave, Ste 200 Clearwater, FL 33756 Phone 727-562-4794 Fax 727-562-4825</p> <p>Paul.Bertels@myClearwater.com</p> | <p>\$ 3,126,189</p> | <p>December 2019</p> |
| <p>Bee Branch Storm Drainage Gabions for Pinellas County</p> | <p>Angel Lafita Pinellas County DEI Construction 22211 US 19 N , Bldg 16 Clearwater, FL 33756 Phone 727-464-8864 Fax 727-464-8888</p> <p>alafita@co.pinellas.fl.us</p> | <p>\$ 769,155</p> | <p>May 2019</p> |

| | | | |
|--|--|---------------------|-----------------------|
| <p>Countryside Sports Complex - Phase I Storm , Utilities , Road Reconstruction for City of Clearwater</p> | <p>Leroy Chin City of Clearwater 100 S. Myrtle Ave, Ste 120 Clearwater, FL 33756 Phone 727-562-4856 Fax 727-562-4825 Leroy.Chin@myClearwater.com</p> | <p>\$ 421,024</p> | <p>March 2019</p> |
| <p>McMullen Tennis Complex Site prep, installation of clay tennis courts for City of Clearwater - Parks & Rec</p> | <p>Leroy Chin City of Clearwater 100 S. Myrtle Ave, Ste 120 Clearwater, FL 33756 Phone 727-562-4856 Fax 727-562-4825 Leroy.Chin@myClearwater.com</p> | <p>\$ 798,921</p> | <p>April 2019</p> |
| <p>Channel 1AW Concrete Panel Slopes for Pinellas Park Water Mgmt District</p> | <p>Randy Roberts Pinellas Park Water Mgmt District 6460 35th Street North Pinellas Park, FL 33781 randy@ppwmd.com</p> | <p>\$ 2,534,200</p> | <p>August 2018</p> |
| <p>Rex Place Storm Drainage Improvements Storm , Utilities , Road Reconstruction for City of Madeira Beach</p> | <p>Al Carrier Deuel & Associates 565 Hercules Avenue Clearwater, FL 33764 al@deuelengineering.com</p> | <p>\$ 929,730</p> | <p>July 2018</p> |
| <p>Channel 4 Concrete Panel Slopes for Pinellas Park Water Mgmt District</p> | <p>Randy Roberts Pinellas Park Water Mgmt District 6460 35th Street North Pinellas Park, FL 33781 randy@ppwmd.com</p> | <p>\$ 833,200</p> | <p>March 2018</p> |
| <p>Boca Ciega Pervious Concrete Specialty Concrete, Storm , Utilities, Road reconstruction for City of Madeira Beach</p> | <p>Al Carrier Deuel & Associates 565 Hercules Avenue Clearwater, FL 33764 al@deuelengineering.com</p> | <p>\$ 4,882,536</p> | <p>December 2017</p> |
| <p>Joe DiMaggio Sports Complex Site prep for multiple soccer fields Construct parking lot and install lighting for City of Clearwater - Parks & Rec</p> | <p>Leroy Chin City of Clearwater 100 S. Myrtle Ave, Ste 120 Clearwater, FL 33756 Phone 727-562-4856 Fax 727-562-4825 Leroy.Chin@myClearwater.com</p> | <p>\$ 1,268,290</p> | <p>December 2017</p> |
| <p>Lakewood Estates Drainage Improvements Storm , Utilities , Road Reconstruction 7,532 LF of Pipe up to 53" x 83" ERCP for City of Dunedin</p> | <p>Tim Calvit City of Dunedin P.O. Box 1348 Dunedin , FL 34697 Phone 727 - 298 - 3171 Fax 727 - 298 - 3175 Tcalvit@dunedinFL.Net</p> | <p>\$ 5,199,958</p> | <p>December 2017</p> |
| <p>Clearwater Annual Storm Improvements Storm , Utilities , Road Reconstruction for City of Clearwater</p> | <p>Tara Kivett City of Clearwater 100 S. Myrtle Ave, Ste 200 Clearwater, FL 33756 Phone 727-562-4750 Fax 727-562-4825 tara.kivett@myClearwater.com</p> | <p>\$ 1,144,250</p> | <p>September 2017</p> |

SCHEDULE B

| Name, Location and Description of Project | Owner | Design Engineer | Contract Price | Amount Completed | Date of Scheduled Completion | Reference/Contact Include Address and Phone |
|---|-------|-----------------|----------------|------------------|------------------------------|---|
|---|-------|-----------------|----------------|------------------|------------------------------|---|

SEE ATTACHED

KEYSTONE EXCAVATORS

Currently Under Contract Projects

| PROJECT NAME / DESCRIPTION | OWNER NAME | CONTACT PERSON | CONTRACT AMOUNT | % COMP | COMP DATE |
|---|--|--|-----------------|--------|---------------|
| Cross Bayou Storm, Utilities, Road Reconstruction for Pinellas Park | Kyle Arrison Pinellas Park 5141 78th Avenue Pinellas Park, FL 33781 | KArrison@pinellas-park.com Phone 727 - 369 - 5621 | \$ 1,698,857 | 0% | August 2023 |
| Lakeshore Estates Storm, Utilities, Road Reconstruction for Pinellas County | Kevin Johnson / Angel Lafite Pinellas County DEI Construction 22211 US 19 N, Bldg 16 Clearwater, FL 33756 | kjohnson@co.pinellas.fl.us Phone 727 - 464 - 8864 Fax 727 - 464 - 8888 | \$ 3,995,451 | 95% | April 2023 |
| South Myrtle Avenue Storm, Utilities, Road Reconstruction JPA for Pinellas County City of Clearwater | Joe Boggs Pinellas County DEI Construction 22211 US 19 N, Bldg 16 Clearwater, FL 33756 | jboggs@pinellas.gov Phone 727 - 464 - 8864 Fax 727 - 464 - 8888 | \$ 2,698,334 | 0% | March 2024 |
| Cinnamon Hill @ Sugar Bear Trail Storm, Utilities, Road Reconstruction for Pinellas County | Ed Ramous Pinellas County DEI Construction 22211 US 19 N, Bldg 16 Clearwater, FL 33756 | eramous@co.pinellas.fl.us Phone 727 - 464 - 8833 Fax 727 - 464 - 8888 | \$ 417,440 | 98% | February 2023 |
| Channel 4 Improvements Concrete Panel Placement for Pinellas Park Water Mgmt District | Randy Roberts Pinellas Park Water Mgmt District 6460 35th Street North Pinellas Park, FL 33781 | randy@ppwmd.com Phone 727-528-8022 Fax 727-528-9444 | \$ 1,783,450 | 80% | April 2023 |
| Del Oro Park Improvements Site Prep, Tennis Court Installation, Lighting Construct Parking Lot for City of Clearwater | Matt Anderson City of Clearwater Parks & Rec 100 S. Myrtle Ave, Ste 120 Clearwater, FL 33756 | matthew.anderson@myclearwater.com Phone 727-562 - 4856 Fax 727 - 562 - 4825 | \$ 2,151,361 | 95% | February 2023 |

SCHEDULE C - PERSONNEL

| Name | Position | Date started with this organization | Date started in construction | Prior positions and experience in construction |
|------|----------|-------------------------------------|------------------------------|--|
|------|----------|-------------------------------------|------------------------------|--|

SEE ATTACHED

Qualifications of Staff

SCHEDULE C
Page 1 of 1

Bob Fornwalt – President & Founder
39 years with Keystone Excavators
11 years as President
28 years as Vice President
Licensed Underground Utilities Contractor
Certified Underground Fire Line Contractor
Certified by ATSSA for MOT design

Jeff Truxton – Vice President
32 years in Construction
27 years with Keystone Excavators
20 years as Field Superintendent
10 years as Vice President
Certified by ATSSA for MOT design

Owen Whittaker – Field Superintendent
27 years in Construction
16 years with Keystone Excavators
2 years as Field Superintendent
Certified by ATSSA for MOT design

Marcus Epling, EI – Estimator/Project Manager
13 years in Construction Estimating
10 years with Wesley Corp, Rochester, NY
3 years with Keystone Excavators
B.S. in Civil Engineering

Nancy James – Office Manager
47 years in Accounts Payable /
22 years with Keystone Excavators

Mike Higney – Project Coordinator
27 years in Project Management/Coordination
9 years with Keystone Excavators
B.S. in Business Management
Certified by ATSSA for MOT design

Keystone has 5 project supervisors: Jon Winowiski, Jon Gordon, Cameron Truxton, Norm Mueller, and Gene Howard. They average 20 years in the industry, and 12 years with Keystone Excavators, respectively. All are certified, or soon will be, as a “Competent Person”, in addition to “Qualified Stormwater Management Inspector” and “Confined Space” certifications for each.

All Keystone supervisors, lead personnel, and office staff are certified in CPR & First Aid.

Keystone Excavators directly employs all crew members, which currently totals approximately 28 individuals. Additionally, we have a full-time mechanic – 17 years of experience, a full-time fuel truck driver – 9 years, a full-time dump truck operator – 10 years, and a full-time yard supervisor – 11 years. Lastly, we have twelve hourly employees that have been with us in excess of 10 years, and another eight in excess of 5 years of service.

SECTION 00451
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared JEFF TRUXTON, who, being
by me first duly sworn, made the following statement:

1. The business address of KEYSTONE EXCAVATORS, INC.
(firm name of Bidder/Contractor)

is 371 SCARLET BLVD., OLDSMAR, FL 34677

2. My relationship to KEYSTONE EXCAVATORS, INC.
(firm name of Bidder/Contractor)

is VICE PRESIDENT
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. 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 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) 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; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

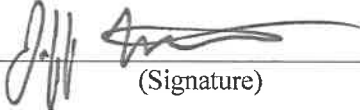
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)



(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 23rd day of FEBRUARY, 2023.

Nancy Herg James
Notary Public



(affix seal)

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

| <u>PROJECT</u> | <u>NAME AND ADDRESS OF OWNER OR ENGINEER</u> | <u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u> | <u>DATE OF CONTRACT</u> | <u>AMOUNT</u> | <u>STATUS</u> |
|----------------|--|---|-----------------------------|---------------|---------------|
|----------------|--|---|-----------------------------|---------------|---------------|

NONE

(Signed)



SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The City of New Port Richey FL, herein called the "Owner."

Pursuant to bidding requirements for the work titled "2022 NORTH RIVER ROAD STREETSCAPE"

the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of PIHELLAS

JEFF TRUXTON, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is VICE PRESIDENT (officer's title)
of KEYSTONE EXCAVATORS, INC (company name),
the Bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of New Port Richey, FL or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

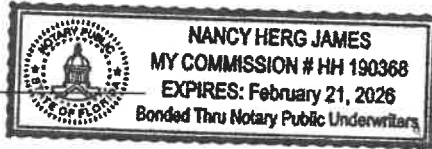
(Signed)


JEFF TRUXTON, VICE PRESIDENT

Subscribed and sworn to before me
this 23RD day of FEBRUARY, 2023

Nancy Herg James
Notary Public

My commission expires _____



SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that KEYSTONE EXCAVATORS, INC (Print or Type Name of Firm)

- ◆ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ◆ Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- ◆ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- ◆ Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- ◆ Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ◆ Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

[Signature]
Authorized Signature

FEBRUARY 23, 2023
Date Signed

State of: FLORIDA

County of: PINELLAS

Sworn to and subscribed before me this 23rd day of FEBRUARY, 2023

Personally known or Produced Identification _____
(Specify Type of Identification)

Nancy Herg James
Signature of Notary



My Commission Expires _____

SECTION 00455

CONTRACTOR'S CODE OF CONDUCT
FORM

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.

Signature _____
Date _____

VICE PRESIDENT

Title

KEYSTONE EXCAVATORS, INC

FEBRUARY 23, 2023

END OF SECTION

SECTION 00456

UNSATISFACTORY WORK - NONCOMPLIANCE

If at any time during the contract term, the services performed or work done by the contractor is considered by the City of New Port Richey to create a condition that threatens the health, safety or welfare of the community, the contractor shall, on being notified by the City of New Port Richey, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficient services or work by separate contract or with its own resources at the expense of the contractor and may terminate the contract immediately.

Contractor shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract document. Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures of construction. The City reserves the right to implement critical work schedules with time restraints as called out in the contract document.

At all times during the contract term and progress of work, the contractor shall assign a competent resident superintendent who shall not be replaced without notice to the City except under extraordinary circumstances. Contractor shall provide skilled labor for work performed. Notwithstanding the above, the City of New Port Richey reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

END OF SECTION



Company ID Number: 425406

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the KEystone EXCAVATORS, INC. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three

Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay

awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888- 464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to

the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10

days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability

wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.


E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888- 464-4218.

Approved by:

| E-Verify Employer | |
|---|-------------------|
| Name (Please Type or Print) | Title |
| JEFF TRUXTON | VICE PRESIDENT |
|  | FEBRUARY 23, 2023 |
| Signature | Date |

| Department of Homeland Security – Verification Division | |
|---|-------|
| Name (Please Type or Print) | Title |
| | |
| Signature | Date |

| Information Required for E-Verify | |
|--|---------------------------------------|
| Information relating to your Company: | |
| Company Name: | KEYSTONE EXCAVATORS, INC |
| Company Facility Address: | 371 SCARLET BLVD OLDSMAR, FL 34677 |
| Company Alternate Address: | N/A |
| County or Parish: | PINELLAS |
| Employer Identification Number: | 59-2447174 E-VERIFY - 425406 |
| North American Industry Classification Systems Code: | 237 |
| Parent Company: | N/A |
| Number of Employees: | 36 |
| Number of Sites Verified for: | 1 |

Are you verifying for more than one site? *No*
 If yes, please provide the number of sites verified for in each State:

| State | Number of sites | Site(s) |
|------------|-----------------|---------|
| <i>N/A</i> | | |

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|-------------------|-------------------------------------|
| Name: | <i>NANCY HERG JAMES</i> |
| Telephone Number: | <i>813-854-2342</i> |
| Fax Number: | <i>813-854-2993</i> |
| E-mail Address: | <i>NANCY@KEYSTONEEXCAVATORS.COM</i> |

| | |
|-------------------|------------|
| Name: | <i>N/A</i> |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |