

# BID SUBMITTAL

## Key West Police Department Window Repair SUBMITTAL Key West, FL

**Combined Unit Price and Lump Sum Work:**

The Bidder further Proposer to accept as full payment for the work Proposer herein the amounts computed under the Provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures, In case of discrepancy, the amount shown in words shall govern. The City reserves the right to modify phase scheduling as required.

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to repair structure as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item "A" will be based on the bid item "C" (The total cost of bid item A and bid item B).

**Contingency Allowances:** These allowances are designated for unforeseen conditions and conflicts. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order.

**Window Replacement Allowance**

This allowance is for the replacement of windows in cases where the original window installation allowed for water intrusion. Conditions which may have contributed to water intrusion are window improperly sized for rough opening, window not properly installed, or improper design. In all cases the Owner will negotiate with the Contractor how each window replacement contingency allowance will be spent prior to performing the work. Each window replacement must be preapproved by the Owner. The bidder acknowledges that payment will be based on a unit price for each window. Bidder must supply a unit price for replacement of a new window.

**Lump Sum Bid Price**

A. Contract Prices:	Unit Price Figure	Unit Price Written in Words
Repair of Windows at KWPD	\$ <u>3,280.00</u>	THREE THOUSAND TWO HUNDRED EIGHTY DOLLARS
B. Contingency Allowance	\$492.00      15% of Bidder Unit Price	FOUR HUNDRED NINETY TWO DOLLARS
New Window Replacement cost per window unit	\$ <u>1,600.00</u> * per window unit	TWO THOUSAND DOLLARS

\*\* THIS FIGURE REPRESENTS THE COSTS FOR THE NEW ALUMINUM AND GLASS PGT WINDOW ONLY. ALL ASSOCIATED COSTS FOR DRYWALL, STUCCO, ETC. ARE INCLUDED IN ITEM A. \*\*



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: Edgar G Braxwell IV

sworn and prescribed before me this 12 day of APRIL, 2012

R. Bashore  
NOTARY PUBLIC, State of Florida

My commission expires: 5.14.14



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to THE CITY OF KEY WEST  
by EDGAR G. BRASWELL, IV - PRESIDENT  
(print individual's name and title)  
for BELLA CONSTRUCTION OF KEY WEST, INC.  
(print name of entity submitting sworn statement)

whose business address is 111 US HIGHWAY 1, KEY WEST, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-0952862

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): N/A

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

     The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

     The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

  
(SIGNATURE)

4.12.12

(DATE)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority

EDGAR G. BRASWELL, IV who, after first being sworn by me,  
(name of individual)  
affixed his/her signature in the space provided above on this  
12 day of APRIL, 2012

  
NOTARY PUBLIC

My commission expires: 5.14.14



**CALL FOR BIDS**

NOTICE is hereby given to prospective bidders that sealed bids will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 3126 Flagler Avenue, Key West, Florida 33040 until 3:00 P.M., April 12, 2012 for Bid, ITB 12-019 Police Department Window Repairs. Bids will be opened in the Office of the City Clerk then and there and publicly read aloud. Any bid received after the time announced will not be considered. SPECIFICATIONS AND BID DOCUMENTS may be obtained from DemandStar by Onvia at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) or call toll-free at 1-800-711-1712. All bids shall be submitted with two (2) originals hard copies and three (3) USB flash drives or three (3) CD ROMs each with one PDF file of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside:

BID # 12-019 for Police Department Window Repairs,  
addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA  
CITY HALL, 3126 FLAGLER AVENUE  
KEY WEST, FLORIDA 33040

At the time of the award, the successful Bidder must show satisfactory document of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bidder does not strictly conform to the law or is non-responsive to bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

\_\_\_\_\_  
Sue Snider, Purchasing Agent

Published: \_\_\_\_\_

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- 1. a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
  - 2. b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
  - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name      BELLA CONSTRUCTION OF KEY WEST, INC.      Phone:      305.292.9888  
Current Local Address:    111 US HIGHWAY 1, KEY WEST, FL 33040      Fax:      305.292.9880  
(P.O Box numbers may not be used to establish status)

Length of time at this address    2.5 YEARS  
Edgar G. Braswell IV  
Signature of Authorized Representative

4.12.12  
Date

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 12 day of APRIL, 2012.  
By EDGAR G. BRASWELL, IV, of BELLA CONSTRUCTION OF KEY WEST, INC.  
(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)  
or has produced PERSONALLY KNOWN as identification  
(type of identification)

Rachel Bashore

Signature of Notary  
RACHEL BASHORE

Print, Type or Stamp Name of Notary

Return Completed form with  
Supporting documents to:  
City of Key West Purchasing

STATE OF FLORIDA NOTARY PUBLIC  
Title or Rank





**CITY OF KEY WEST INDEMNIFICATION FORM**

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: BELLA CONSTRUCTION OF KEY WEST, INC. SEAL:

111 US HIGHWAY 1, BOX 110, KEY WEST, FL 33040

Address

Signature

EDGAR G. BRASWELL, IV

Print Name

PRESIDENT

Title

DATE: 4.12.12



**ADDENDUM 1:  
ITB #12-019 POLICE DEPARTMENT WINDOW REPAIRS**

To all general contract bidders of record on the Work titled:

**POLICE DEPARTMENT WINDOW REPAIRS  
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 12-019 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

The following clarifications and/or modifications address issues raised at the mandatory pre-bid meeting held on site, April 4, 2012:

- 1.) All windows must be removed, inspected, replaced/repared (if needed) and re-installed properly. The City requires an 8 inch cut away on the exterior to properly fill any cracks around the window, replace the wood frame and re-sealed with stucco. The finished work on the outside must be pitched down and out from the window.
- 2.) After repairs of windows are complete, all the windows would need to be tested by accepted industry standards to meet or exceed the specifications necessary for the building to obtain a Category 5 Rating. These tests must be documented and furnished to the City. No window leaks are acceptable as this is a Category 5 building used for emergency operations during hurricanes. All windows should have a matching finished appearance. Contractors are concerned that water flowing from the roof will pool above the repair and leak in anyway. City disagrees stating that the water will flow around a properly sealed in window.
- 3.) Contractor raised concern that a great deal of work was being requested prior to award. These items include, but are not limited to, the detailed site plan, a written project safety plan, detailed cost break down and detailed description of material. The City will accept submission of a detailed site plan and written project safety plan prior to commencement of work; however, a detailed cost break down and detailed description of material must be submitted with the bids.
- 4.) Contractor raised concern about the completion date of June 29, 2012. It was decided that July 30 is a more reasonable date. Contractors were reminded that puts us into Hurricane Season and they will be responsible for securing the openings and all materials, equipment, etc. in the case of an impending storm.
- 5.) Building access. This was addressed by Lt. Benkoczy. One access card will be provided to the contractor/foreman. A list of all employees on the job site will need to be submitted to the Police Dept for clearance. Employees are expected to wear identification at all times, such as company shirt and/or picture identification. DoD Rapid Gate ID is an acceptable form of identification.
- 6.) Furniture, office equipment, window dressing. Lt. Benkoczy explained that desks and furniture and window blinds will be removed and put back in place by contractor. Computers and loose desktop materials will be moved by City staff. Contractor will need to coordinate with

PD and IT as to which offices they will be working in with a minimum of 2 day notice. PD may be able to adjust the number of available offices at a time depending on the function of the office.

7.) Marble window sills. There are not currently marble sills; however, the City is requesting that marble sills be installed at the time of the repair.

8.) City reminded contractors that any wall or floor damage by contractor would need to be repaired by the contractor. City informed contractors that all interior paint is oil based. Colors must match original color.

9.) Contractor is responsible for replacing any window screens that are damaged during repair only. Pre-damaged screens are the responsibility of the City. A walk through will take place prior to commencement.

10.) Contractor needs to make sure that any window not completed at the close of the work day is sealed up to prevent any water intrusion and insure security.

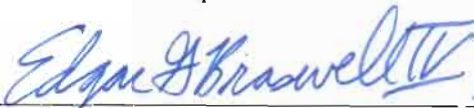
11.) All office equipment needs to be covered during repairs.

12.) Mold remediation contingency is NOT to be included in the bid; however, a certified Mold Remediation staff member or sub-contractor must be identified for immediate use by the contractor. In the event of discovery of any suspected mold, contractor must alert the City. City and Contractor will then negotiate how the situation will be handled.

13.) **Communications** area (dispatch) must remain operational during the course of the project. The desks and computer equipment may be able to move a small distance only due to short cables. The work for this area will need to be done from the outside of the building. It is understood that the interior walls will not be cut away if avoidable. Also, it is imperative that the area is protected from dust and water damage without having to remove or cover the computer equipment, some of which is mounted to the wall.

**END OF ADDENDUM No. 1**

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature Name of Business Bella Construction of Key West, Inc.

**Bella Construction of Key West, Inc.**

**CGC 1518284**

111 US Highway 1 #110

Key West, FL 33040

Ofc (305) 292-9888

Fax (305) 292-9880

***COST BREAKDOWN & DESCRIPTION OF MATERIAL***

Date: April 12, 2012

ITB #

12-019

To: The City of Key West

Attn: City Clerk

Re:

Key West Police Department  
Window Replacement

Email:

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**COST BREAKDOWN**

GENERAL CONDITIONS	\$ 25,753.20
PROTECTION / FURNITURE RELOCATION / CLEAN UP	\$ 35,613.60
SELECTIVE DEMOLITION / WINDOW REPAIR / DRYWALL REPAIR	\$ 105,099.20
STUCCO REPAIRS	\$ 12,447.60
PAINT	\$ 15,206.40
WATER PENETRATION RESISTANCE TESTING	\$ 9,240.00
15% OWNER CONTINGENCY ALLOWANCE	\$ 30,504.00
TOTAL LUMP SUM CONTRACT COST	\$ 233,864.00

**DESCRIPTION OF MATERIAL**

WOOD BUCKS  
STAINLESS STEEL CREWS  
MULLION BAR / CLIPS  
MARBLE SILL  
DRYWALL  
VISQUEEN  
2X4X26  
JOINT COMPOUND  
PT PLYWOOD  
STUCCO  
PAINT



## **City of Key West Bid No. 12-019, Police Department Window Repairs**

**RE: Clarifications**

### **3. (c) Submissions of Bids, Corporate Bidder**

*If made by corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers.*

Bella Construction of Key West, Inc. incorporated under the laws of the State of Florida

Edgar G. Braswell, IV is the sole corporate officer of Bella Construction of Key West, Inc. whose business address is 111 US Highway 1, Key West, FL 33040.

State of Florida Division of Corporations entity detail for Bella Construction of Key West, Inc. is attached for reference.

### **Addendum 1, Item 2.)**

*After repairs of windows are complete, all the windows would need to be tested by accepted industry standards to meet or exceed the specifications necessary for the building to obtain a Category 5 Rating. These tests must be documented and furnished to the City.*

*No window leaks are acceptable as this is a Category 5 building used for emergency operations during hurricanes. All windows should have a matching finished appearance. Contractors are concerned that water flowing from the roof will pool above the repair and leak in anyway. City disagrees stating that the water will flow around a properly sealed in window.*

Allowance for window testing to include water penetration resistance testing to ASTM E1105 standards for (6) six window openings. Additional window openings to be charged at \$1,200 per opening, minimum (3) three openings per mobilization.



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[Events](#)   No Name History

## Detail by Entity Name

### Florida Profit Corporation

BELLA CONSTRUCTION OF KEY WEST, INC.

### Filing Information

Document Number   P09000078127  
FEI/EIN Number   270952862  
Date Filed   09/18/2009  
State   FL  
Status   ACTIVE  
Effective Date   09/18/2009  
Last Event   AMENDMENT  
Event Date Filed   07/19/2011  
Event Effective Date NONE

### Principal Address

111 US HWY 1  
KEY WEST FL 33040 US

Changed 11/12/2010

### Mailing Address

111 US HWY 1 BOX  
#110  
KEY WEST FL 33040 US

Changed 03/28/2012

### Registered Agent Name & Address

BRASWELL, EDGAR G IV  
715 FIRST STREET  
KEY WEST FL 33040 US

Name Changed: 11/12/2010

### Officer/Director Detail

Name & Address

Title P

BRASWELL, EDGAR G IV  
715 FIRST STREET  
KEY WEST FL 33040

Title VP

BRASWELL, EDGAR G IV  
715 FIRST STREET  
KEY WEST FL 33040

## Annual Reports

### Report Year Filed Date

2010	11/12/2010
2011	02/17/2011
2012	03/28/2012

## Document Images

[03/28/2012 -- ANNUAL REPORT](#)

[07/19/2011 -- Amendment](#)

[02/17/2011 -- ANNUAL REPORT](#)

[11/12/2010 -- ANNUAL REPORT](#)

[03/24/2010 -- ANNUAL REPORT](#)

[11/23/2009 -- ADDRESS CHANGE](#)

[09/18/2009 -- Domestic Profit](#)

Note: This is not official record. See documents if question or conflict.

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No Name History

# AIA Document A310 – 2010

## Bid Bond

**CONTRACTOR:**

*Bella Construction of Key West, Inc.  
111 US Hwy 1, Box 110  
Key West, FL 33040  
305.292.9888*

**SURETY:**

*American Southern Insurance Company  
1301 Hightower Trl #210, Atlanta GA 30350  
(800)424-0132*

**OWNER:**

*City of Key West  
3126 Flagler Ave, Key West, FL 33040 (305) 809-3815*

**BOND AMOUNT:** *Five percent of the total amount bid, penal sum not to exceed Twelve Thousand Five Hundred & 00/100 Dollars*

*(5% amt bid NTE 12,500.00),*

**PROJECT:** *POLICE DEPT WINDOW REPAIR, ITB #12-019*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Provided further that neither the Principal nor the Surety shall be bound hereunder unless the Owner acknowledges and agrees that the Surety's liability under any Performance and Payment bond will be limited as it pertains to any express or implied warranty provisions to which the Principal is obligated, whether by contract and/or statute, to a period of one (1) year after the subject work is performed.

Signed and sealed this 12<sup>th</sup> day of APRIL, 2012.

Witness/Attest:

By: 

**BELLA CONSTRUCTION OF KEY WEST, INC.**

By:  (Principal)

**American Southern Insurance Company**

By:  (Surety)

By: 

**Jason S. Centrella**, Attorney in Fact & FL Licensed Agent  
16118 N Florida Av, Lutz FL 33549 (813) 968-8031

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.



# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Bldg. 400, Suite 800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Lutz, Florida; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Julie Klinner of Birmingham, Alabama; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 4th day of February, 2011.

Attest:   
Gail A. Lee, Secretary

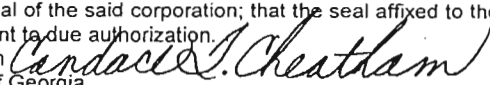
By:   
Scott G. Thompson, President



STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

On this 4th day of February, 2011, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

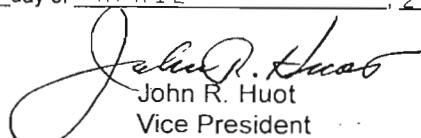
STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

  
Candace T. Cheatham  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires December 7, 2013

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 12th day of APRIL, 2012.

Power 26953

  
John R. Huot  
Vice President

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name BELLA CONSTRUCTION OF KEY WEST CtlNbr:0019825  
Location Addr 111 US HWY 1 110  
Lic NBR/Class 12-00024397 CONTRACTOR - CERT GENERAL CONTRACTOR  
Issue Date: July 19, 2011 Expiration Date: September 30, 2012  
License Fee \$309.75  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$309.75  
Comments: \_\_\_\_\_

\_\_\_\_\_

This document must be prominently displayed.

BELLA CONSTRUCTION OF KEY WEST  
111 US HWY 1 #110  
KEY WEST FL 33040

BELLA CONSTRUCTION OF KEY WEST

Oper: CWALKER Type: OC Drawer: 1  
Date: 7/19/11 54 Receipt no: 86994  
2012 24397  
OR LIC OCCUPATIO 1 \$309.75  
Trans number: 2653763  
CK CHECK 2833 \$309.75  
Trans date: 7/19/11 Time: 13:22:25

**2011 / 2012  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2012**

RECEIPT# 30140-102643

Business Name: BELLA CONSTRUCTION OF KEY WEST INC

Owner Name: EDGAR G BRASWELL G IV PRES  
Mailing Address: 111 US HIGHWAY 1 #110  
KEY WEST, FL 33040

Business Location: 111 US HIGHWAY 1 #110  
KEY WEST, FL 33040  
Business Phone: 305-292-9888  
Business Type: CONTRACTORS (GENERAL CONTRACTOR)

**Rooms                      Seats                      Employees                      Machines                      Stalls**

4

STATE LICENSE: CGC1518284

Number of Machines:

For Vending Business Only

Vending Type:

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 122-10-00004659 07/12/2011 20.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Danise D. Henriquez, CFC, Tax Collector**  
**PO Box 1129, Key West, FL 33041**

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

AC# 4986906

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060700785

DATE	BATCH NUMBER	LICENSE NBR
06/07/2010	098172718	CGC1518284

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2012

BRASWELL, EDGAR GEORGE IV  
BELLA CONSTRUCTION OF KEY WEST INC  
111 US HWY 1 BOX 110  
ROCKLAND KEY FL 33040

CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW