

Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

**To:** The City of Key West  
**Address:** 3126 Flagler Avenue, Key West, Florida 33040  
**Project Title:** 201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT  
**Project:** ITB #12-009

**BIDDER'S INFORMATION**

**Name:** BELLA CONSTRUCTION OF KEY WEST, INC.  
**Address:** 111 US HIGHWAY 1  
BOX 110  
KEY WEST, FL 33040  
**Contact Name:** EDDIE BRASWELL OR BRYAN WOFSEY  
**Email:** EDDIE@CONCRETEBELLA.COM OR BRYAN@CONCRETEBELLA.COM  
**Telephone:** 305.292.9888  
**Fax:** 305.292.9880

**Signature:**  **Date:** 1.25.12

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

### **CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

### **CERTIFICATES OF INSURANCE**

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to begin work within twenty (30) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

### **LIQUIDATED DAMAGES**

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

## **ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No's. 1 , 2 , 3 , 4 , , ----- (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

## **SALES AND USE TAXES**

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid prices for the work.

## **PUBLIC ENTITY CRIMES**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

## **LUMP SUM BASE BID**

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount. Final lump sum payments will be adjusted based on actual units and unit prices.



**THE CITY OF KEY WEST**

3126 Flagler Ave.  
Key West, FL 33040

**ADDENDUM 1:  
201 WILLIAM ST. CONCRETE REPAIRS AND WINDOW REPLACEMENT  
INVITATION TO BID # 12-009  
JANUARY 10, 2012**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby added in accordance with the following items:

1. On page 6 of the ITB the project name has been corrected to "201 William St. Concrete Repairs and Window Replacement."
2. On page 9 of the ITB under contract documents the length of time to request clarification of the Bid documents has been changed from ten (10) to five (5) days prior to Bid opening
3. Bid Breakdown 5 quantity was changed to 20.
4. Bid Breakdown 6 quantity was changed to 10.
5. Bid Breakdown 8 description was updated to assume a crack size of 1/16"x4".
6. On CD S-2.0 cross section 1 S-3.2 Second Floor Mezzanine is not to be considered within the scope of this project as well as the removal of stairs, 4" pipe, and HSS4x4 on S-2.0 floor plan.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

*Edgar A. Beaswell*

Signature

BELLA CONSTRUCTION OF KEY WEST, INC.

Name of Business



**THE CITY OF KEY WEST**

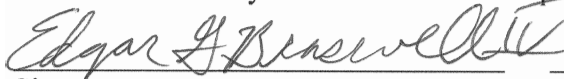
3126 Flagler Ave.  
Key West, FL 33040

**ADDENDUM 2:  
201 WILLIAM ST. CONCRETE REPAIRS AND WINDOW REPLACEMENT  
INVITATION TO BID # 12-009  
JANUARY 12, 2012**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. Mandatory Sign-In sheet is attached
2. Shoring Notes to be added to construction drawings are attached.
3. All utilities including electrical, plumbing, etc. must not be interrupted to tenants during working hours. The reinstallation of such utilities is the responsibility of the contractor. Any circumstances where utilities or the closure of a unit is absolutely required to complete the project must be minimized and approved by the City of Key West.
4. CD clarification: all notes labeled "crack" are to be considered a crack requiring epoxy injection. All notes labeled "crack/delam or delam" are to be considered a spalling repair.
5. A Certified Epoxy Injector is not required for this project.
6. The sliding door located at the South entrance of the building labeled "circled 1" will be replaced by "circled 2" door (same door as located on the Harborwalk exit), please include the difference in width and all materials and labor to install the smaller width door within your bid.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

BELLA CONSTRUCTION OF KEY WEST, INC.

Name of Business



## SHORING NOTES

1. Provide complete shoring drawings prepared by or under the direct supervision of a Delegated Engineer. Drawings at a minimum shall indicate location, type, and capacity of shoring, installation requirements, required accessories and any bracing (if necessary).
2. Required shoring capacity shall be calculated by Delegated Engineer for each location. Each shore/assembly shall have a minimum capacity of 10,000 lbs.
3. Do not remove shoring until repair mortar has reached a strength of 5,000 psi. Shoring shall remain in place minimum or the following minimum time after completion of the concrete pour:
4. After shoring has been installed, the Delegated Engineer or their authorized representative shall review the shoring for conformance with the shop drawings. Submit a signed inspection report to the City of Key West, Engineer of Record, and Contractor stating that the work is in general compliance with the shoring drawings. As a minimum, the shoring report shall contain the following:
  - A. Name and location of Project, name of Delegated Engineer and their field representative, Permit Number, date, time of day, and working conditions, including weather and temperature.
  - B. Description of items requiring correction.
  - C. Accepted deviations from shoring drawings.
  - D. Areas accepted.



**THE CITY OF KEY WEST**

3126 Flagler Ave.  
Key West, FL 33040

**ADDENDUM 3:  
201 WILLIAM ST. CONCRETE REPAIRS AND WINDOW REPLACEMENT  
INVITATION TO BID # 12-009  
JANUARY 17, 2012**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. Repaint all repaired areas with minimum 1 coat acrylic block fill primer and 2 coats elastomeric exterior grade paint such as SherLastic from Sherwin William or equivalent with City approval.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 3 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Edgar G. Beaswell  
Signature

BELLA CONSTRUCTION OF KEY WEST, INC.

Name of Business





## THE CITY OF KEY WEST

3126 Flagler Ave.  
Key West, FL 33040

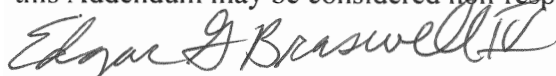
### ADDENDUM 4: 201 WILLIAM ST. CONCRETE REPAIRS AND WINDOW REPLACEMENT INVITATION TO BID # 12-009 JANUARY 19, 2012

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **Sheet S-1.0 (Reinforced Concrete Note #2) = Please provide "Minimum Compressive Strength of XXXX psi in 28 days"?** For repairs less than 24" in height for columns or length for beams use specified mortar. For repairs larger than 24" in length use Column Mix Spec-  $f'c = 5,000$  psi,  $w/c = 0.40$ , max. aggregate size  $3/8"$ , minimum air 7.5% and use Eclipse 4500 1.5 gal/cy (or equiv.). For all other areas (around new doors, windows, etc.) use  $f'c = 5,000$  psi,  $w/c = 0.40$ , max. aggregate size  $3/8"$ .
2. **Sheet S-1.0 (Reinforced Concrete Note #11) = "Provide Reinforcing Steel Placer with a Set of Structural Drawings for Filed Reference." Please explain...** This note is typical for chairs to raise steel for slabs and such and should not be applicable to this project.
3. **Sheet S-2.0 (Note #1) = "Clean all Canopy Structural Steel to Meet the Requirements of SSPC SP-3." Which Canopy is this referring to? Will this require a separate Bid Line Item or be combined within another activity? Please advise...** The structural steel noted is for the steel deck at the entry of the building. We are, as of this addendum removing both alternate bids from this project.
4. **Sheet S-4.0 (Detail 8 - Drip Edge Detail) = "Provide Drip Edge"... Please provide spec on type of drip edge (material type, thickness and depth of drip edge)...** The drip edge is to be a  $1/4"$  bevel saw cut to be primed and painted typ.
5. **Bid Form = Permit Fees? Where do the costs of Permit Fees get allocated on the Bid Form?** Please add permit fees into line item #17 General Conditions.
6. **Bid Form (Item # 19: "Replace Entry Steel Deck with 1-1/2" 20 gage") = Will this Steel Deck require a Roof Membrane or Roof Coating?** We are, as of this addendum both alternate bids from this project.
7. **Bid Form (Item # 20: "Install New C-Channel at Mezzanine") = We need additional information on this item... What type of Material, Size, Thickness, Gage, Connection Types?** We are, as of this addendum removing that Item #20 under alternate bids, from this project
8. Both Alternate bid lines items are being removed from this project.

9. New line item #10 has been added, Replace Column/Beam with steel reinforcement to equal minimum 1% gross area. This is to represent the dollar amount to **replace** 5 cubic yards of beam or column if needed.
10. New line item #11 has been added, Shoring for column/beam replacement concrete cure. This should be for curing times for beams/columns that need to be replaced and separate from Shoring line item #6 which would be the working shoring. The quantity is noted as 28 days for 2 separate locations at a time.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 4 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

BELLA CONSTRUCTION OF KEY WEST, INC.

Name of Business

**BID FORM**

**ITB #12-009: 201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT**

**LUMP SUM BID PRICE**

\$ 250,740.00

**Bid Total in Words**

TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED FORTY DOLLARS AND NO CENTS-----

**BID BREAKDOWN**

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

The Schedule of Values (unit prices) shall include at a minimum of the following:

**BASE BID**

<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total*</b>
<b>1</b>	Slab and Stair Spall/Delamination	12	Cubic Ft.	\$150. / CF	\$1,800.
<b>2</b>	Beam, Lintel and Sill Spall/Delamination	165	Cubic Ft.	\$175. / CF	\$28,875.
<b>3</b>	Column Spall/Delamination	348	Cubic Ft.	\$170. / CF	\$59,160.
<b>4</b>	CMU infill	20	Sq. Ft.	\$150. / SF	\$3,000.
<b>5</b>	Scaffolding	20	Per Day	\$100. / DAY	\$2,000.
<b>6</b>	Shoring	10	Per Day	\$250. / DAY	\$2,500.

<b>TOTAL 525 cu. ft. spalling or delamination</b>					<b>\$ 97,335.</b>
<b>7</b>	Slab and Stair Spall/Delamination without Reinforcement	5	Cubic Ft.	\$140. / CF	\$700.
<b>8</b>	Beam, Lintel and Sill Spall Delamination without Reinforcement	10	Cubic Ft.	\$165. / CF	\$1,650.
<b>9</b>	Column Spall/Delamination without Reinforcement	30	Cubic Ft.	\$160. / CF	\$4,800.
<b>10</b>	Replace Column/Beam with steel reinforcement to equal minimum 1% gross area	5	Cubic Yd.	\$4,000. / CY	\$20,000.
<b>11</b>	Shoring for column/beam replacement concrete cure	28	Days times 2 Locations	\$150. / DAY	\$4,200.
<b>TOTAL Repairs without Reinforcement</b>					<b>\$ 31,350.</b>
<b>11</b>	Replace Column/Beam with steel reinforcement to equal minimum 1% gross area	5	Cubic Yd.	N/A	DUPLICATE OF ITEM #10
<b>12</b>	Epoxy injection crack repair (assume 1/16" crack 4" deep)	1,160	Linear Ft.	\$18. /LF	\$20,880.
<b>TOTAL 1,160 ln. ft. crack repair</b>					<b>\$ 20,880.</b>
<b>13</b>	Remove/Install Window 1	3	Each	\$2,400. / EA	\$7,200.
<b>14</b>	Remove/Install Window 2	1	Each	\$2,450. / EA	\$2,450.
<b>15</b>	Remove/Install Window 3	6	Each	\$1,800. / EA	\$10,800.

16	Remove/Install Door 1	4 <sup>0</sup>	Each	N/A PER ADDENDUM #2	
17	Remove/Install Door 2	2 <sup>3</sup>	PER ADDENDUM #2 Each	\$4,575. / EA	\$13,725.
18	Remove/Install Door 3	2	Each	\$4,575. / EA	\$9,150.
19	Drip Edge	All	Total	\$1,850.	\$1,850.
<b>TOTAL remove/install doors and windows</b>					\$ <u>45,175.</u>
20	Mobilization	1	Total	\$5,000.	\$5,000.
21	General Conditions	1	Total	\$21,000.	\$21,000.
22	Contingency	1	Total	\$30,000	\$30,000
<b>TOTAL</b>					\$ <u>56,000.</u>
<b>TOTAL BASE BID</b>					\$ <u>250,740.</u>

**\*FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**



The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
EDGAR G. BRASWELL, IV	PRESIDENT

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 25 day of JANUARY, 2011. <sup>2</sup>



Name of Corporation: BELLA CONSTRUCTION OF KEY WEST, INC.

Authorizing Signature: Edgar G Braswell IV

Title: PRESIDENT

Attest: \_\_\_\_\_

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Signature of Bidder N/A

Title N/A

**FLORIDA BID BOND**

BOND NO. n/a

AMOUNT \$ 5% amt bid NTE \$17,500.00

KNOW ALL MEN BY THESE PRESENTS, that Bella Construction of Key West, Inc., 111 US Hwy 1 Box 110, Key West FL 33040 (305)292-9888, hereinafter called the

PRINCIPAL, and American Southern Insurance Company, 1301 Hightower Trl #210 Atlanta GA 30350 (800)424-0132, a corporation duly

organized under the laws of the State of KS having its principal place of business at Topeka in the State of KS and

authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter called the Obligee, in the sum of Five percent of amount bid, penal sum not to exceed seventeen thousand five hundred DOLLARS (\$ 5% amt bid NTE \$17,500.00 ) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

**THE CONDITION OF THIS BOND IS SUCH THAT:**

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

**201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT** said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications entitled:

**201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT**

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid bond in the amount of five (5) percent of the base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within five (5) working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon



demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 25th day of, Jan 2012.

Bella Construction of Key West, Inc.

**PRINCIPAL**

Edgar G Braswell III  
By

American Southern Insurance Company

**SURETY**

Cheryl L Torrao  
**Attorney-In-Fact** Cheryl L Torrao  
and FL Licensed Agent, 16118 N Florida Av, Lutz FL 33549  
(813)968-8031

# 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

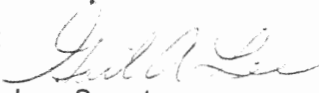
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Donald J. Kersey of Birmingham, Alabama; Arthur S. Johnson of Atlanta, Georgia; Donald H. Gibbs 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:

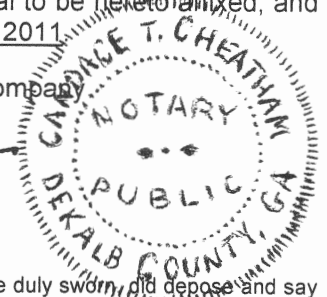
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings 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

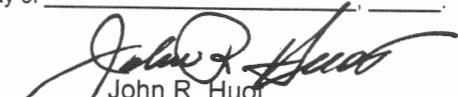
On this 4th day of February, 2011, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the 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; and 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 25th day of Jan 2012

  
John R. Huot  
Vice President

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

**PROJECT ITB #12-009: 201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. 12-009 for 201 WILLIAM STREET CONCRETE REPAIR AND WINDOW REPLACEMENT
  
2. This sworn statement is submitted by BELLA CONSTRUCTION OF KEY WEST, INC.  
(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.)
  
3. My name is EDGAR G. BRASWELL, IV and my relationship to  
(Please print name of individual signing)  
  
the entity named above is PRESIDENT.
  
4. 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 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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. 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 agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or 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.

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

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

     The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

     There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

     The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

     The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Edgar G. Braswell IV

(Signature)

1.25.12

(Date)

STATE OF FLORIDA

COUNTY OF MONROE

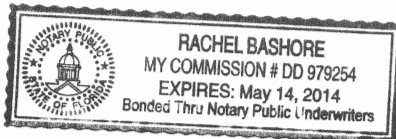
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

EDGAR G. BRASWELL, IV who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this 25 day of JANUARY, 2014.<sup>2</sup>

My commission expires: 5.14.14

Rachel Bashore  
NOTARY PUBLIC



**ANTI-KICKBACK AFFIDAVIT**

PROJECT ITB #12-009: 201 WILLIAM ST. CONCRETE REPAIR AND WINDOW REPLACEMENT

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 employees 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 A. Braswell

Sworn and subscribed before me this

25 day of JANUARY, 2014.<sup>2</sup>

Rosalee

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 5.14.14



**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:

- 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.
- 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

1.25.12  
Date

STATE OF FLORIDA  
COUNTY OF MONROE

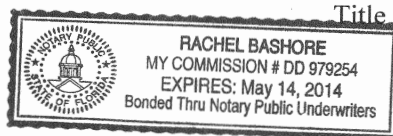
The foregoing instrument was acknowledged before me this 25 day of JANUARY, 20 12.  
By EDGAR G. BRASWELL, IV, of BELLA CONSTRUCTION OF KEY WEST, INC.  
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
or has produced PERSONALLY KNOWN as identification  
(type of identification)

Rachel Bashore  
Signature of Notary

RACHEL BASHORE  
Print, Type or Stamp Name of Notary

STATE OF FLORIDA NOTARY PUBLIC  
Title or Rank

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





**2010 / 2011  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2011**

RECEIPT# 30140-102643

Business Name: BELLA CONSTRUCTION OF KEY WEST INC

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

Business Phone: 305-292-9888  
Business Type: CONTRACTORS ( )

Rooms                      Seats                      Employees                      Machines                      Stalls

4

CGC1512958

Number of Machines:		For Vending Business Only				
Number of Machines:		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 122-09-00006473 09/08/2010 20.00

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

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Danise D. Henríquez, 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.



# 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:

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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: CHALKER Type: OC Drawer: 1  
Date: 7/19/11 54 Receipt no: 86994  
2012 24397  
DR 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.



<u>Project Name</u>	<u>Description</u>	<u>Contract Value</u>
Old Ohio – Bahia Honda Bridge Rehabilitation	Concrete Spalling Rehabilitation, CFRP / GFRP Bars, Crack Injection	\$ 495 K
NASKW Fleming Key Vehicular Bridge Repair	Remediate Structural Concrete Damage, Install Anodes at Pilings	\$150K
Habana Plaza Spalling Repair	Remove and Replace Spalled Concrete Beams	\$ 44K
Ohio – Bahia Honda Bridge Rehabilitation	Remediate Delaminated Concrete Panels, Crack Repair via Epoxy Injection	\$494K
Missouri – Little Duck Bridge Rehabilitation	Remediate Delaminated Concrete Panels, Crack Repair via Epoxy Injection	\$140K
Ohio – Missouri Bridge Rehabilitation	Remediate Delaminated Concrete Panels, Crack Repair via Epoxy Injection	\$ 94K

Reference letters available upon request.



January 25, 2012

ITB No: 12-009 – 201 William Street – Concrete Repair and Window Replacement

*A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.*

This letter is to state the fact that there is no previous or existing legal action against Bella Construction of Key West, Inc. within the past three (3) years.