

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

**BID**

**To:** The City of Key West  
**Address:** 525 Angela Street, Key West, Florida 33040  
**Project Title:** ADD DOCUMENT NAME HERE  
**Project:** ITB #11-007

**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:** Eddie G. Braswell IV **Date:** 3.16.11

**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 twenty (20) 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 will not 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.

Certificates of Insurance shall be filed and maintained throughout the life of this Contract with the City Clerk and Risk Management evidencing the minimum limits of insurance cited in Supplementary Conditions. All policies shall provide they may not be terminated or modified without insurer providing the City of Key West as least thirty (30) days advance notice. Additionally, the Grantee shall immediately notify the City of any cancellation of such insurance,

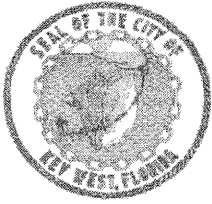
### **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in bid, in all respects, for this particular project, within ninety (90) 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 two hundred fifty dollars (\$250.00) per day for all work awarded under this contract until the work has been





**ADDENDUM 1:  
ITB #11-007 MARTIN LUTHER KING CENTER RENOVATIONS**

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

**MARTIN LUTHER KING CENTER RENOVATIONS  
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 11-007 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 conference held on site, March 9, 2011:

**ITEM #1: EXISTING SITE CONDITIONS**

- a) Pool Built in 1958
- b) Original surface of pool was Marcite and Pool Coat
- c) Surfaced was patched with Pool Coat until 1998
- d) 1998 - Fiber Tech liner was installed over the Pool Coat and lasted over 10 years
- e) 2008 - Liner started to leak and fiberglass patches were installed over the leaks and cracks
- f) The City made the fiberglass repairs last year, found out that whatever material the pool is made of is completely saturated and wet, in order to get to a good workable surface all the fiberglass will need to be removed so that there will be a surface that products can adhere to. Not clear as to how far down a dry surface is, mystery as to the depth of materials will need to be removed.
- g) Pitch of the pool deck is another major problem, all the rain water drains into the pool instead of off the pool deck. The City wants to bring it back to code and drain the water off the pool deck. Also re-slope in front of the office area so that there isn't puddling in front of the office.

**ITEM #2: WORK SPECIFICATIONS**

Q. You want to go all the way down to the shell?

A. Yes, all the way to good material, mostly the concrete shell.

Q. How would you handle the drain in front of the office?

A. French drain, or deco drain, a slim drain and then drain it off each end and re-slope the area.

Q. Will the perimeter piping all be replaced?

A. Yes, there is accessibility underneath the pool. (A walk-thru was conducted with interested parties). There is a new spa pack underneath running into the building. But once you are under the building it is all old piping. Piping needs to be properly strapped to code. Please remember that the City is in a saltwater environment and the City wants the project to last, and not rot away in three years, if you see something that isn't in the scope of work email us so that the City can have everyone on the same page. The City does not want any change orders. The City understands that the piping is going to be difficult because of the radius of the pool. The City

will allow for the piping to be moved out away from the walls a little bit. However the City will still need clearance on the strapping.

Q. Are you looking for PVC?

A. Yes.

Q. Schedule 40?

A. Yes.

Q. Licensing requirements? Commercial Pool Contractors License to do this job, right?

A. Yes and a Plumbing License and it will be inspected by City of Key West Inspectors

Q. Why a plumbing license if you have a Commercial Pool Contractors License?

A. You don't if your Commercial Pool Contractor Licenses covers the plumbing.

Q. Same conditions with the lighting pole?

A. Yes

Q. Finishes are typical plumbing?

A. Yes

Q. Do you have a proposed method to pitch the pool?

A. Raising or grinding the edges and correct nosing

Q. What type of finish for the pool deck?

A. Patterned concrete finish up to date. Existing finish on the pool deck needs to be removed so that the new will properly adhere.

Q. What about the fencing? Remove and replace?

A. No in your scope, but yes there are plans to remove and replace it. (by City of KW)

Q. So when you redo the deck someone else will remove and replace the fence?

A. The City is going to allow you guys to remove the fence as you do the deck, because you will have to safe up the area.

Q. So we will remove the fence and someone else will replace the fence?

A. Yes. The City is going to keep part of the fence. The back area will remain the rest will be replaced with an aluminum horizontal picket. That will be surface mounted.

Q. All new electrical bonding too?

A. Yes

Q. Who will remove the awnings?

A. The awning will be removed in house, by staff.

Q. Will you re-utilize all the deck hardware? Lifeguard stands, safety equipment?

A. They will get moved around and flush mounting will be installed. The basketball goal will be removed and all the portable equipment. Anything that is fixed will have the contractor install the slip couplings. But anything movable or portable will be moved out of the way.

Q. Basically the new stuff will be the ladders and grab bars?

A. Yes

Q. Is one handicap lift adequate for this pool? Or will the Baby pool also need one?  
Brett and Richard will be checking on that.

Q. We're (Contractor) providing the engineering as well?

A. Yes, drawings, permits, fees, and impacts-the whole bit. Make sure that include any type of application fees, engineer inspections

Q. Are you going to want to address the drainage issue around the perimeter of the pool now that the slope has changed? Guttering and such?

A. No not at this point are the City is going to address this, it is all grass. Perhaps at a later day we may have to, unless it is required by code.

Q. It looks like you have waterline tile 6" down from the rail, it looks like the top of the rail also gets tile complete. What do you want in that area?

A. Basically, anywhere in the splash zone and 6" below the splash zone we'd like to tile so that The City can clean it and keep it clean.

Q. So like a 6X6 mud cap, and a 2X2 and then a 6X6 again on the wall and tile depth markers.

A. Correct, and the City isn't sure if we are required to have lines in the pool for the different depth changes.

Q. Is that drain compliant?

A. The City needs to check on the drain in the deep end of the pool, there was discussion that it is not compliant. Ms. Lee says that 'something needs to be changed' with the drain.

Not sure if it meets the Virginia Graham Baker Act. Again whatever the codes are, bring it up to code. Last year it passed inspection, however make sure that it meets code in both the baby and the large pool. There is a lot of working being done and the drains will most likely need replaced to be up to code.

Q. Do you want all new pipes?

A. Yes

Q. Tiling the bathroom and the main entrance?

A. The City is looking for a really rough, nonskid tile that can be used throughout the downstairs. Currently the City is painting the flooring and it has to be painted quite often. The City may even consider what you will be putting on the upper pool deck, a pour-over that is stamped and colored. The City wanted this as an option if there is enough funding.

Q. What about the toilet partitions and fixtures, because now we are opening a can of worms as far as ADA requirements?

A. If there is money for that the City would have in-house staff removes the partitions and re-install them once you are complete.

Q. And if they need to be redesigned, it will be addressed later if they need to be replaced?

A. Right, that is just an option for you guys to do the floor for us.

Replace ladder anchors with slip anchors so that ladders can be removed for cleaning. Currently they aren't removable and want to be able to remove the ladders.

New railing for the stairways will be done in house.

Handicap lift will be removed and reattached by the City of Key West. It will remain the same, it is portable and hydraulic.

\* There will be issues with the steps; might have to do something different to meet code. So that they are even and no trip hazards, that is addressed in the scope.

\* Pool Supervisor wanted to make sure that everyone is aware that there is hydrostatic water on the lower level of the Martin Luther King Jr. Building

The City is looking for a solution other than paint for the flooring in bottom of the building. We are looking for a surface that is good for 5-10 years, if not 20 years.

This is a turnkey project. It is necessary to bid on all the items in the scope of work. This way all bidders have bid on the same specifications.

As a matter of public record the budget for this project is \$226,000.00  
As an Invitation to bid it is traditionally awarded on the price.

All bids are to be received by March 16, 2011, that is also the opening of the bid. The date of March 30, 2011 is incorrect.

Awarding of the contracts?

Commission meets on April 5, 2011; notice to award will be on the 6<sup>th</sup> of April

Once awarded how long do you have for the preparation of the plans?

Not sure of the time frame, The City'll have to get back with them

Are there any other plans other than the 75 page documents that were part of the ITB?

No, just the as builds that were handed out today.

#### **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

**BID FORM**  
**ITB #11-007: MARTIN LUTHER KING CENTER RENOVATIONS**

**TOTAL BID PRICE** \$ 350,000.00

**Total Bid Total in Words**

THREE HUNDRED FIFTY THOUSAND DOLLARS-----  
-----  
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**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.

**SCHEDULE OF VALUES**

ENGINEERING	\$ 17,454.00
PERMITTING	\$ 4,454.00
REMOVE / REPLACE ELEVATED SLAB (WITH 2" TOPPING)	\$143,149.00
POOL ACCESSORIES	\$ 3,465.00
POOL DEMO / PREP / COATING / FINISHES	\$105,594.00
POOL PLUMBING	\$ 53,954.00
CONCRETE STAIRS	\$ 6,294.00
**OPTION: TILE AT HALL, MENS & WOMENS	\$ 15,636.00**
<b>TOTAL:</b>	<b>\$350,000.00</b>



**SUBCONTRACTORS**

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: POOL COATING

Name: SOUTH WIND POOLS

Address: 2613 FOGARTY AVENUE, KEY WEST, FL 33040

Portion of Work: PLUMBING

Name: TERRY L. TIDWELL PLUMBING, INC.

Address: 19-B EAST CIRCLE DRIVE, KEY WEST, FL 33040

Portion of Work: -----

Name: -----

Address: -----

**BIDDER**

The name of the Bidder submitting this Bid is: BELLA CONSTRUCITON OF KEY WEST, INC.

Doing business at 111 US HIGHWAY 1, BOX 110

City KEY WEST State FL Zip 33040

Telephone No. 305.292.9888

This address is where all communications concerning this Bid shall be sent.

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 16 day of MARCH, 2011.

(SEAL)

Name of Corporation

By: EDGAR G/ BRASWELL, IV

Title: PRESIDENT

Attest: Edgar G Braswell IV

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this 16 day of MARCH, 2011.

Signature of Bidder Edgar G Braswell IV

Title PRESIDENT

**FLORIDA BID BOND**

BOND NO. n/a

AMOUNT \$ 5% amt bid NTE \$20,000.00

**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 Kansas having its principal place of business at Topeka in the State of Kansas 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 twenty thousand

DOLLARS (\$ 5% amt bid NTE \$20,000.00 ) 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:**

**ADD DOCUMENT NAME HERE** 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:**

**ADD DOCUMENT NAME HERE**

**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 Lump Sum 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 16th day of, Mar 2011.

Bella Construction of Key West, Inc.

PRINCIPAL

Eugen G. Baseman, IV  
By

American Southern Insurance Company

SURETY

Cheryl L. Torrao  
**Attorney-in-Fact** and FL Licensed Agent  
Cheryl L. Torrao  
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; Katherine S. Grimsley of Tampa, Florida; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Canton, Georgia; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; 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 17th day of December, 2009.

Attest:   
Gail A. Lee, Secretary

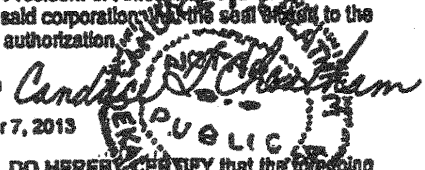
By:   
Scott G. Thompson, President

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

On this 17th day of December, 2009, 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 and 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 18th day of Mar 2011

  
John R. Huot  
Vice President

Power No. 24236





**ALLSTAR™**  
FINANCIAL GROUP

*Discover the Difference.*

March 16, 2011

The City of Key West  
525 Angela Street  
Key West, FL 33040

RE: Bella Construction of Key West, Inc.  
ITB Project#: 11-007 Martin Luther King Center Renovations

To Whom It May Concern:

We issued a bid bond for Bella Construction of Key West, Inc. for 5% of the amount bid not to exceed \$20,000. We dropped the package off at a FedEx location last night and it has been lost according to the FedEx location. We are sending another original to Bella Construction this afternoon but have e-mailed them a copy of what we sent.

Please be advised that we honor the copy of the bid bond submitted. If you have any questions or need any additional information, please feel free to call me at (866)931-0136.

Very Truly Yours,  
GEORGIA SURETY CO, INC  
Managing Underwriters - Surety  
AMERICAN SOUTHERN INSURANCE COMPANY

Cheryl L. Torrao  
Attorney-in-Fact, FL Licensed Agent  
Sr. Underwriter/Branch Manager

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

**PROJECT ITB #11-007: ADD DOCUMENT NAME HERE**

**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.

ITB NO: 11-007 \_\_\_\_\_ for

MARTIN LUTHER KING CENTER RENOVATIONS  
\_\_\_\_\_

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(l)(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.)

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 Sate 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)  
3.16.11  
(Date)

STATE OF FLORIDA

COUNTY OF MONROE

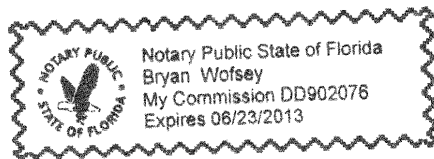
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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 16 day of MARCH, 2011.

My commission expires:  
5-14-14 06/23/2013

Bryan Wofsey  
NOTARY PUBLIC





**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  
(P.O Box numbers may not be used to establish status)

Fax: 305.292.9880

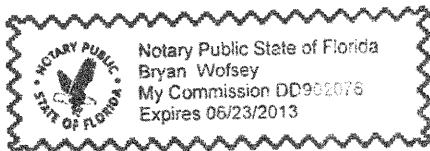
Length of time at this address

Edgar G. Braswell, IV  
Signature of Authorized Representative

3.16.11  
Date

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 16 day of MARCH, 2011.  
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)



TW

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

Signature of Notary  
BRYAN WOFSEY

---

Print, Type or Stamp Name of Notary

NOTARY PUBLIC

---

Title or Rank

# 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	11-00024397 CONTRACTOR - CERT GENERAL CONTRACTOR	
Issue Date:	September 10, 2010	Expiration Date:September 30, 2011
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

BELLA CONSTRUCTION OF KEY WEST

111 US HWY 1 #110

KEY WEST FL 33040

**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 BRASWELL 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				
Transfer Fee		Sub-Total		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. 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