

BID FORM

To: City of Key West, Florida

Address: 3126 Flagler Avenue, Key West, Florida 33040

Project Title: **KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION**

Project No.: ITB #012-16

Bidder's person to contact for additional information on this Bid:

Company Name: BELLA CONSTRUCTION OF KEY WEST, INC.

Contact Name & Telephone #: EDDIE BRASWELL - 305.292.9888

Email Address: EDDIE@CONCRETEBELLA.COM OR RACHEL@CONCRETEBELLA.COM

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 has carefully examined the Contract Documents, that he has personally inspected the Project, that he has satisfied himself 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 Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

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 in the Contract Documents.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that

time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

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 agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within one hundred-twenty (120) calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails 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 \$500.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

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.

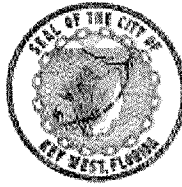
SALES AND USE TAXES

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

LUMP SUM WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts.

The Bidder agrees that the lump sums 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.



KEY WEST HISTORIC SEAPORT
201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION
ITB #012-16**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

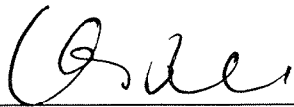
General Notes and Clarifications:

The project ITB number has been corrected as follows:

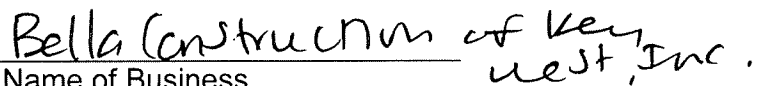
**KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION
ITB #028-16**

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders 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.



Signature



Name of Business



KEY WEST HISTORIC SEAPORT

201 William Street
Key West, FL 33040

ADDENDUM NO. 2

**KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION
ITB #028-16**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Supplementary Information:

Attached permit SAJ-2014-01813 (NW-JMH) is made part of this project. The contractor awarded ITB #028-16 must comply with all of the special and general conditions and any project specific condition of its authorization.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders 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.

A handwritten signature in black ink, appearing to be "C. J. [unclear]".

Signature

Bella Construction of Key West, Inc.

Name of Business



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
9900 SOUTHWEST 107th AVENUE, SUITE 203
MIAMI, FLORIDA 33176

August 19, 2016

REPLY TO
ATTENTION OF

Regulatory Division
South Permits Branch
Miami Permits Section
SAJ-2014-01813 (NW-JMH)

City of Key West
c/o Bender Associates & Architects
410 Angela Street
Key West, FL 33040

Dear Mr. Bender:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on April 11, 2016, the file number SAJ-2014-01813. A review of the information and drawings provided indicates that the proposed work is to replace the existing seawalls/walls of the Thompson Fish House. A total of 217 linear feet of seawall/wall will be repaired or replaced in its existing footprint. Some of the surrounding decking, stringers, and associated appurtenances will be removed and replaced in their existing footprint to accommodate the wall repairs. The project is located at Thompson Fish House, a structure listed on the National Register of Historic Places, 120 Margaret Street; legally described as Submerged Lands (A/K/A Leased Bay Btm/Docks Within Key West Bight), in Key West, Monroe County, Florida (RE#00072082-004700).

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 3. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2017**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 77, dated February 21, 2012, specifically pages 10270 – 10290, the Corrections to the Final Nationwide Permits, Federal Register 77, March 19, 2012, and the List of Regional Conditions. The Internet page address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on

"Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 3. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Special Projects and Enforcement Branch, 9900 Southwest 107th Avenue, Suite 203, Miami, Florida 33176.

b. For electronic mail CESAJ-ComplyDocs@usace.army.mil (not to exceed 10 MB).

The Permittee shall reference this permit number, SAJ-2014-01813 (NW-JMH), on all submittals.

2. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

3. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to

the United States. No claim shall be made against the United States on account of any such removal or alteration.

4. Manatee Conditions: The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attached).

5. Posting of Permit: The Permittee shall ensure that all contractors, sub-contractors, and entities associated with the implementation of the project review, understand, and comply with the approved plans and special conditions made part of this permit. The Permittee shall inform all parties associated with the activity of the construction area boundaries, and the location of adjacent *sea grass, corals, and hardbottom* to be avoided. Complete copies of the permit and approved plans shall be available at the construction site at all times. Failure to comply with the approved plans and permit special conditions may subject the Permittee to enforcement action.

6. Agency Changes/Approvals: Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a re-verification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a re-verification of this permit from the **Miami** Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for re-verification of this permit.

7. Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above

Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

8. Endangered Species: The permittee agrees to comply with all of the activity specific Project Design Criteria (PDCs) listed in the National Marine Fisheries Service's (NMFS) Statewide Programmatic Biological Opinion (SWPBO), dated December 4, 2015. Failure to comply with these conditions could result in enforcement action by the Corps and/or NMFS.

9. Sea Turtle and Smalltooth Sawfish Conditions: The Permittee shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006 (Attached).

10. Right Whale Protection: It is illegal to approach within 500 yards of a right whale by vessel, aircraft, or any other means (50 CFR 224.103 (c)). Any vessel finding itself within 500 yards of a right whale must depart immediately at a slow speed.

11. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

12. Turbidity controls: Shall be used throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.

- Shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project area.
- Shall be removed promptly when the work is complete and the water quality in the project area has returned to background conditions.
- Shall not block entry to or exit from designated critical habitat.

13. Species reporting: Any collision(s) with and/or injuries to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312) or by email to takereport.nmfs@noaa.gov and CESAJ-ComplyDocs@usace.army.mil. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.

*Failure to report take of a federally listed threatened or endangered species may lead to suspension, revocation, or modification of this authorization. (From Section 3(18) of the Federal Endangered Species Act: The term 'take' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.)

14. Marine Life Entrapment: Neither structure nor material or the method of construction shall pose more than minimal risk of entrapping fish, marine turtles, or marine mammals. In-water lines must be industrial grade metal or heavy cables that do not readily loop and tangle. All in-water lines (rope and cable) must be rigid and cannot have excess line in the water. Lines may be enclosed in a plastic or rubber sleeve/tube to add rigidity.

15. Noise Effects BMPs: All projects shall comply with the requirements of the attached "Noise Best Management Practices (BMPs) for Piling Installation" (Attached).

16. Project Drawings: The project must be completed in accordance with the enclosed construction drawings (pages 1-7), date-stamped by the U.S. Army Corps of Engineers (Corps) on June 27, 2016, and the general and special conditions which are incorporated in, and made a part of, the permit.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the

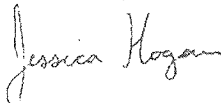
Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact the project manager, Jessica Hogan, in writing at the letterhead address, by telephone at 305-779-6052, or by e-mail at Jessica.M.Hogan@usace.army.mil.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,



Jessica Hogan
Project Manager

Digitally signed by
HOGAN.JESSICA.M.1513506631
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USA,
cn=HOGAN.JESSICA.M.1513506631
Date: 2016.08.19 12:04:30 -04'00'

Enclosures:

General Conditions

Self-Certification Statement of Compliance

Permit Transfer Request

Site plans dated by the Corps June 27, 2016

FWS Standard Manatee Conditions for In-Water Work (2011)

NMFS Sea Turtle and Smalltooth Sawfish Construction Conditions (2006)
Noise Best Management Practices (BMPs) for Piling Installation

Copy/ies Furnished:
CESAJ-RD-PE

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 18, 2017**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2014-01813 (NW-JMH)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: NW-3
Application Number: SAJ-2014-01813

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks,
dredging,
etc.): _____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

[illegible]

JIMMIE T. CAMPSON FISH HOUSE REPAIRS
THE KEY WEST BIGHT MARINA
KEY WEST, FLORIDA 33040

**Bender & Associates
ARCHITECTS**

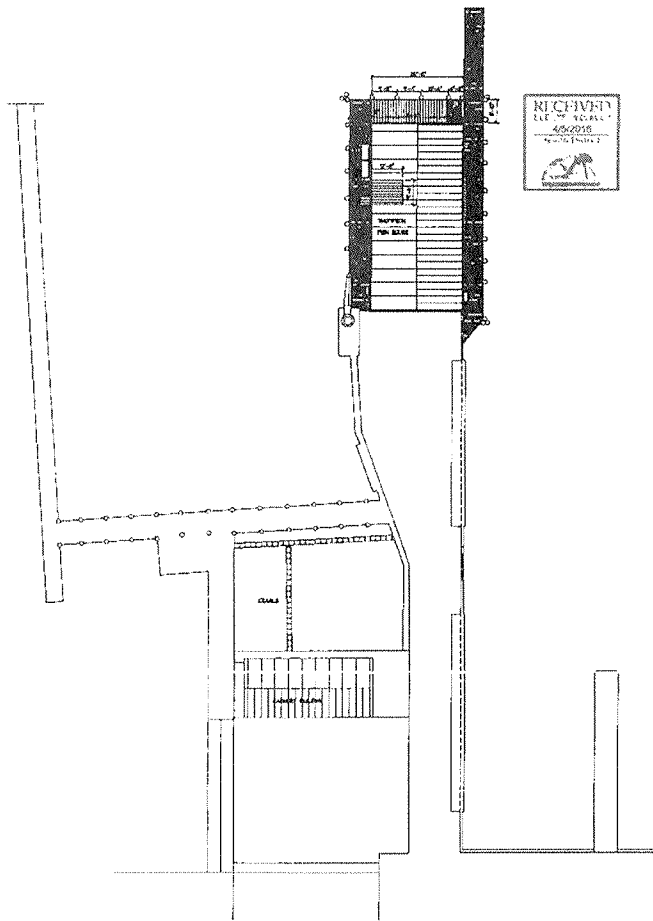
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Preservation Notes

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THE EFFECTS OF INTERVENING STIMULI FOR REINFORCEMENT

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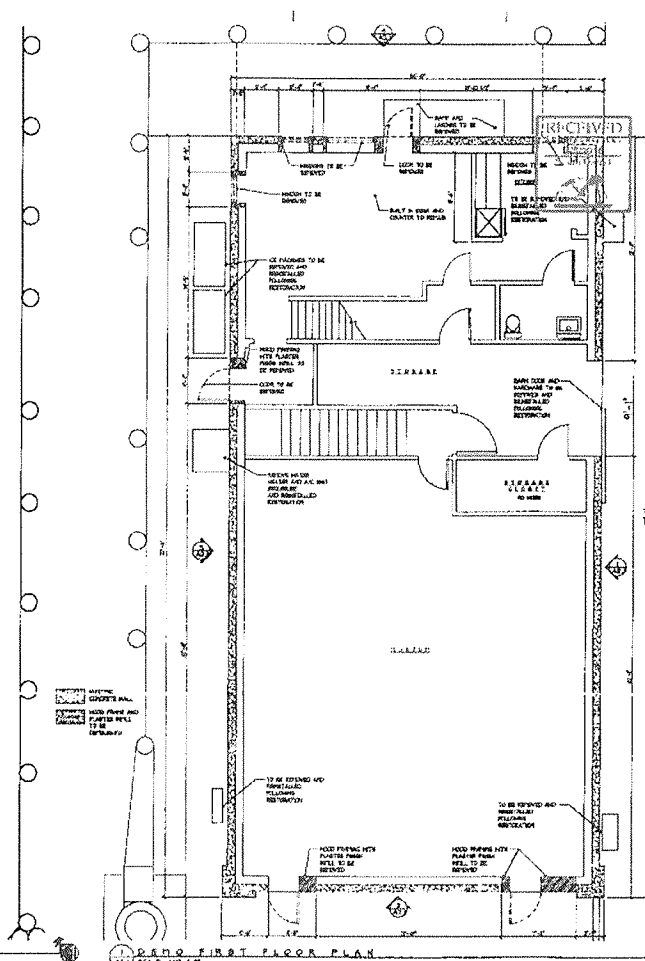
THOMPSON FISH HOUSE REPAIRS
AT THE KEY WEST BIGHT MARINA
KEY WEST, FLORIDA, 33040

Bender & Associates
ARCHITECTS

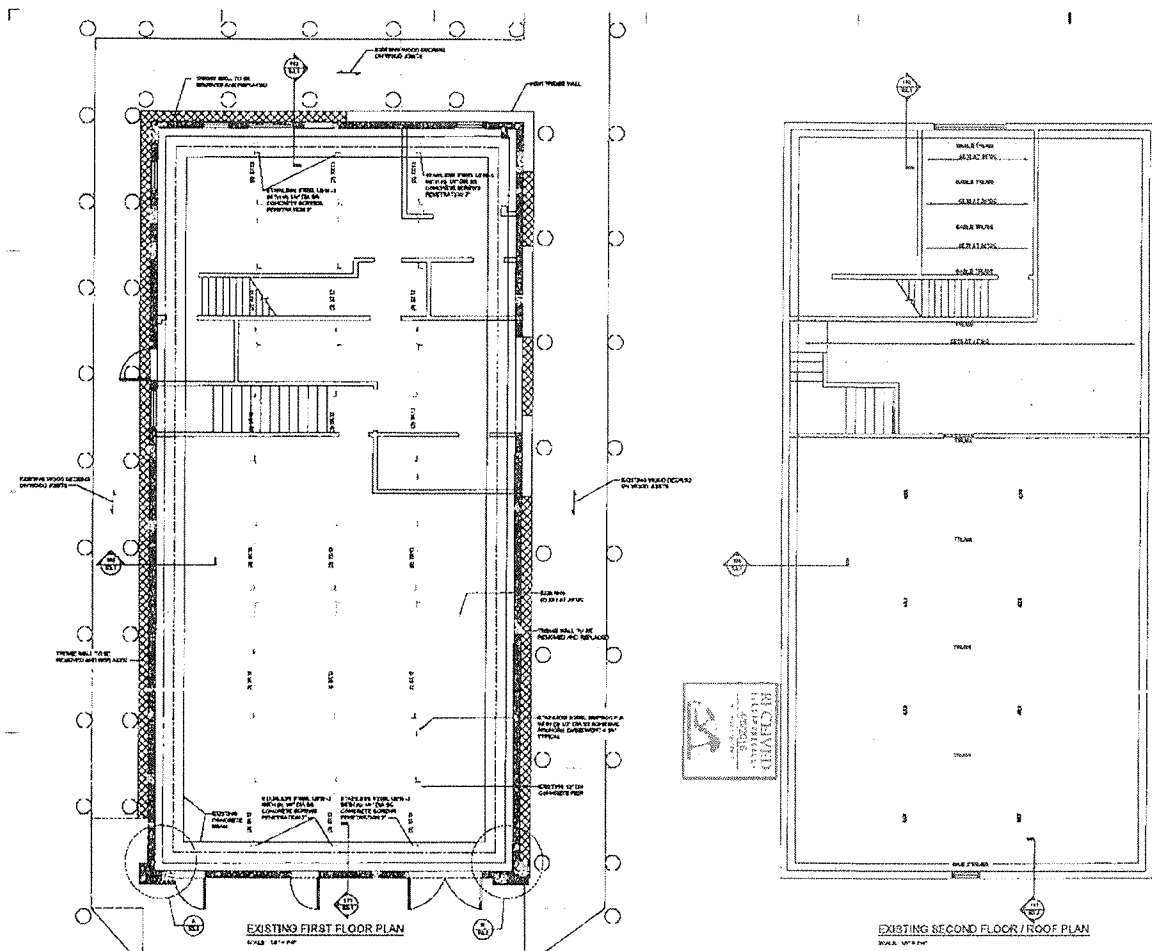
Diagram of a rectangular field with dimensions 100m by 50m. The field is divided into four quadrants by a horizontal line and a vertical line. The top-left quadrant is labeled 'CROPPED' and the bottom-right quadrant is labeled 'CROPPED'. The top-right quadrant is labeled 'CROPPED' and the bottom-left quadrant is labeled 'CROPPED'.

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EXISTING SITE PLAN



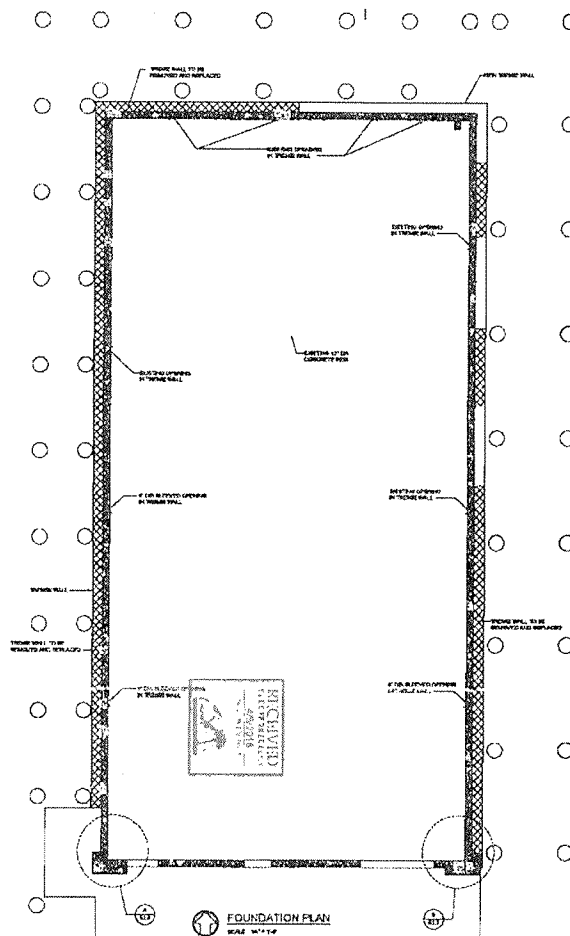
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THOMPSON FISH HOUSE REPAIRS
AT THE KEY WEST BIGHT MARINA
KEY WEST, FLORIDA, 33940

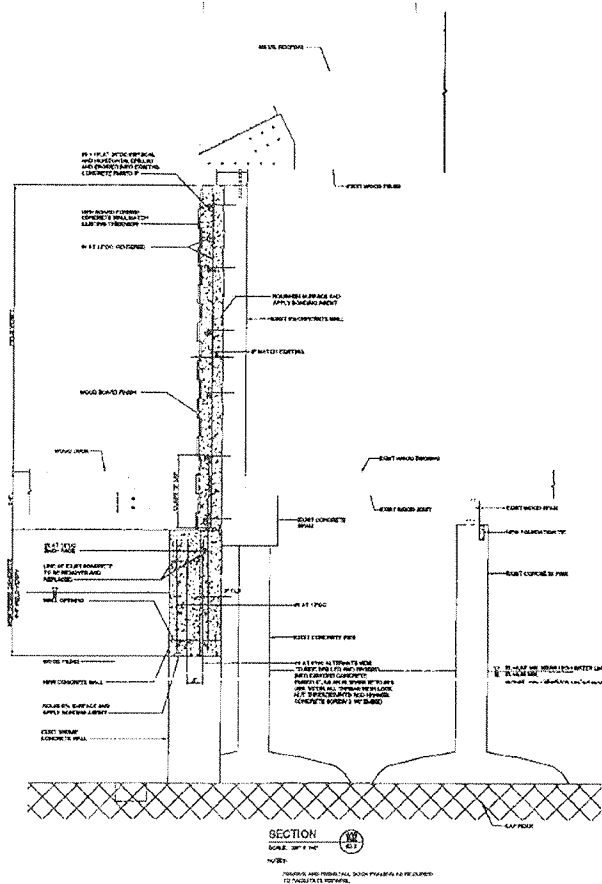
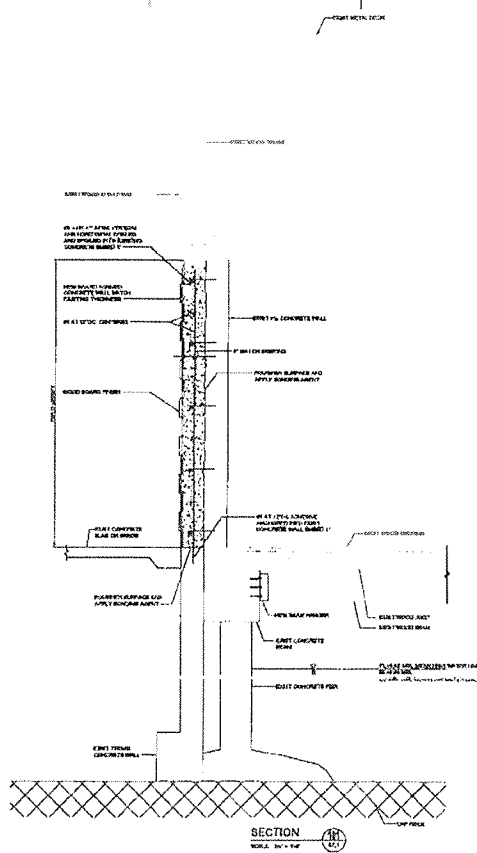
Bender & Associates
ARCHITECTS

S1.2



SAJ-2014-01813/Thompson Fish House (Page 5 of 7) June 27, 2016

THOMPSON FISH HOUSE REPAIRS AT THE KEY WEST BIGHT MARINA KEY WEST, FLORIDA, 33040		
SCALE: 1/8" = 1' - 0"		
PROJECT NO. 100-100-100 DATE: 10/10/10		
Bender & Associates ARCHITECTS PC		
DRAWN BY: [] CHECKED BY: [] PROJECT NO. 100-100-100		
S1.1		

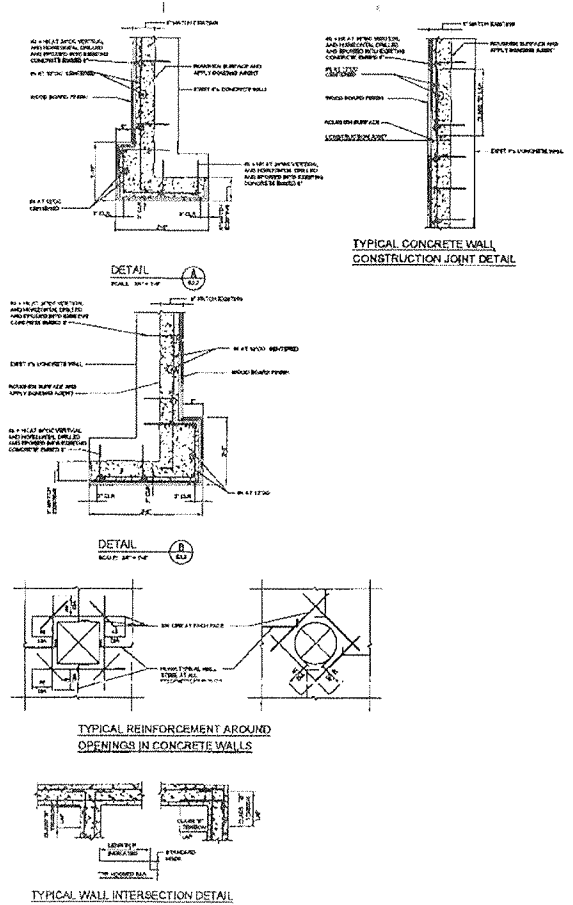
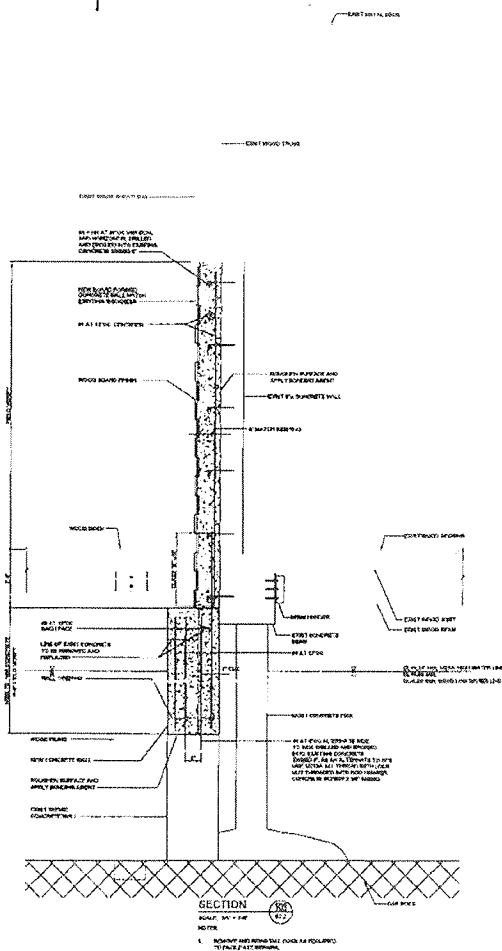


THOMPSON FISH HOUSE REPAIRS
AT THE KEY WEST BIGHT MARINA
KEY WEST, FLORIDA, 33040

Bender & Associates
ARCHITECTS

PROJECT NO. 14000
DATE: 6/27/16

S2.1
11 OF 15



SCALE: 3/4" = 1'-0"
 AEB
 S2.2
 6 OF 6

THOMPSON FISH HOUSE REPAIRS
 AT THE KEY WEST BIGHT MARINA
 KEY WEST, FLORIDA, 33040
 Bender & Associates
 ARCHITECTS
 S2.2
 6 OF 6

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

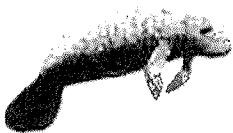
SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC





UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

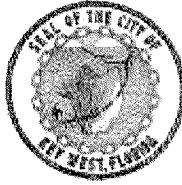
The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc





KEY WEST HISTORIC SEAPORT

201 William Street
Key West, FL 33040

ADDENDUM NO. 3

KEY WEST HISTORIC SEAPORT THOMPSON FISH HOUSE WALL RESTORATION ITB #028-16

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Questions and Clarifications:

1. Is there any "As-Built" Drawings showing the recently built interior concrete wall?

Attached is a wall section for the interior wall (Attachment "A"). This is not an as-built drawing and is to be used only for informational purposes only.

2. Is there a Bonding Agent between the newer concrete wall and old historic wall?

We cannot confirm if a bonding agent was used between the two existing walls. A bonding agent is required for the new construction and is noted in the structural wall sections.

3. Is there any below the floor access within the Fish House? If the New Tremie Wall is to be continuous, we'll need a way to access the inside forms / remove this formwork.

There is an access hole in the east side storage room.

4. In order to relocate the Electrical Meter, will we need to extend the feeder lines?

That will depend on how you plan this work, i.e., this is a methods and means issue.

5. Is there any sequence requirements for these repairs?

There is no specific sequence since the newer existing shotcrete wall is load bearing and supported by its own concrete beam and pier system.

6. How will the customers access the Dock master's Office during the replacement of the entry ramp / porch roof?

It is the contractor's responsibility to maintain access to the Dockmaster Office during construction.

7. 120 day project duration is too aggressive considering site access and continuing business operations. We recommend 240 day project schedule to allow for sequencing.

The project duration will be one hundred-eighty (180) consecutive days.

8. Can the Ready-Mix Concrete Truck and Concrete Trailer Pump drive and park on the existing Concrete Pier?

Yes.

9. The existing Porch Roof is Corrugated Metal. The plans show new 5-V Crimp Metal Roof. Please confirm HARC will allow 5-V Crimp Metal.

Install 5-V Crimp roofing per plan.

10. Plans specify "Laminated" Impact Glass. Energy Code may require Lo E glass to keep out the solar heat gain. Please confirm if this will be Lo E glass or typical Clear Impact Glass?

Provide low E laminated impact glass.

11. Are there any Structural Connections between the Fish House and the Wooden Dock Structure? If so, what details will we follow for replacement?

Currently the wooden dock structure is independent of the Fish House and not attached to it. The intent of our drawings is to keep it that way.

12. Will there be any waterproofing and/or paint on the "New Board Formed Concrete Wall"?

No.

13. Will there be any Window Sills on the Interior or Exterior sides of the windows? How will we waterproof and seal the concrete to window frame transition?

Yes, waterproofing is required.

14. Will there be a Structural Shoring required to support the existing Roof Structure?

No, the roof structure is completely supported by the newer shotcrete wall which is supported by its own concrete beam and pier system.

15. Will the Concrete Tremie Wall require "Anti-Washout" Concrete Admixture?

The Tremie concrete will be placed underwater and will require "Anti-Washout" properties as well as self-levelling properties required for Tremie concrete placed underwater.

16. Please specify structural requirements to Re-Frame existing Entry Deck Ramps and Landing?

The new ramp at the dockmaster entry will consist of new wood decking to match the existing dock decking on pressure treated wood sleepers at 16" O.C. on the existing wood decking. Attach the new decking to the new sleepers with 2-#12 stainless steel deck screws at each plank at each sleeper. Attach sleepers to existing decking with 1-#12 stainless steel deck screw at every existing plank.

17. Please specify IPE decking and fastener requirements.

All "IPE" wood decking will be- premium grade IPE, 5/4"x6" surface four sides, eased edge, at least partially air dried, wood decking dock boards shall be full length boards. Provide 1/8" spacing between all boards. Attach deck boards with 2-#12 stainless Steel deck screws at each plank at each sleeper.

18. Please confirm Longshoreman's Insurance will be required for ALL Contractors including Mechanical, Electrical, Plumbing, Roofing and Painting contractors.

The contract requires Longshoreman's Insurance coverage be maintained for the duration of the project.

19. The Door Schedule widths don't match the Floor Plan dimensions (Door #2 & #3). Please confirm the correct size of these openings.

Door #2 Width 32" Height 80 3/4" with 24" wide sidelite

Door #3 Two panels width 42" height 80 3/4"

20. Spec section 03300 shows "Crushed rock or washed gravel equal to 3/4" and with a maximum size of number 4." Smaller 3/8" aggregate is required in order to pump the concrete. Please confirm the 3/8" aggregate is acceptable.

3/8" aggregate is acceptable.

21. Spec section 03300 reads "Do not use concrete that has stood for over 30 minutes after leaving the mixer, or concrete that is not placed within 60 minutes after water is first introduced into the mix." Please note, the batching process takes about 25 minutes and the commute to the jobsite is another 35 minutes. Therefore, All Ready-Mix Concrete will be over the 60 minutes.

The concrete needs to be placed within 90 minutes and the temperature needs to be maintained below 100 degrees F. The concrete may be re-dosed once at the site with admixtures to maintain workability, slump and Tremie concrete qualities.

22. Will any Wood Dock Beams or Deck Joist need to be removed in order to access the Tremie Wall? If so, what will be required to re-install these items?

The existing wooden dock structure is independent of the Fish House and not attached to it. If the decking needs to be removed to install the forms, they need to be reattached with 2-#12 stainless steel deck screws at each plank at each dock joist.

23. Please list all areas / items which are to be painted? Will the 1x8 T&G Porch Roof get painted? Will the new Porch Roof Joists be painted? Will the existing 10" diameter Wood Piles be painted? What about the existing Barn Doors and Sliding Shutters?

Paint all new wood components, except for barn doors and shutters.

24. Please specify structural attachments for the Window Shutter Tracks and Water Heater Enclosure.

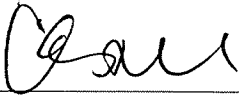
Install Window Shutter Tracks in accordance with manufacturer's recommendations. Re-attach Water Heater Enclosure in the same fashion as it is currently attached.

25. What is the project budget?

\$650,000

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders 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.



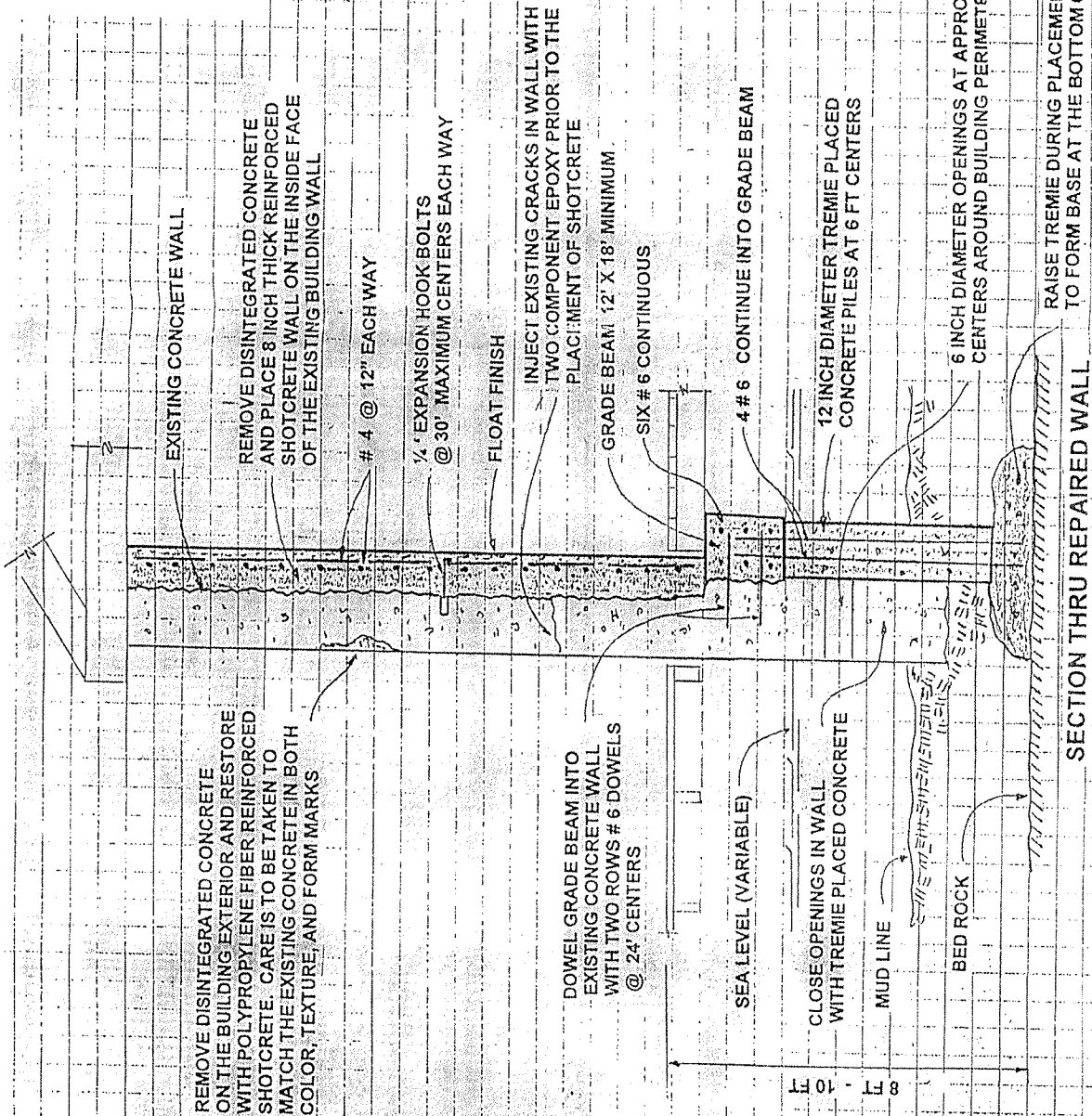
Signature

Bella Construction & Key West
Inc.

Name of Business

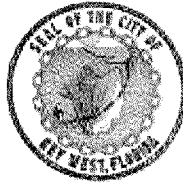
NOTE

- 1) SHOTCRETE WORK WILL BE ACCOMPLISHED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE "SPECIFICATION FOR SHOTCRETE (ACI 506.2-95)"
- 2) SHOTCRETE NOZZLEMEN WILL BE CERTIFIED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE "GUIDE TO CERTIFICATION OF SHOTCRETE NOZZLEMEN (ACI 506.3R)"
- 3) COMPRESSIVE STRENGTH OF SHOTCRETE 5000 PSI MINIMUM AT 28 DAYS



ATTACHMENT "A"

	PRESSURE CONCRETE	FLORENCE, AL 35630 TOLL FREE 1-800-633-3141
	KEY WEST, FLORIDA THOMPSON FISH HOUSE REHABILITATION	DRAWN BY: JHC DATE: 10/29/89
SCALE: NONE		DRAWING: B-701



KEY WEST HISTORIC SEAPORT

201 William Street
Key West, FL 33040

ADDENDUM NO. 4

KEY WEST HISTORIC SEAPORT THOMPSON FISH HOUSE WALL RESTORATION ITB #028-16

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

Questions and Clarifications:

1. Concrete containing an anti-washout admixture is the fastest setting concrete we deal with. This concrete will need to be complete out of the mixer within minutes of the anti-washout being introduced to the mix. It cannot be pumped at a slow pace over the 200+ foot span of dock at the pier.

The Tremie Concrete mix will require anti-washout properties but not necessarily an anti-washout admixture. A FDOT drilled shaft Tremie Concrete mix to be placed in sea water without an anti-washout admixture should be adequate. The Tremie Concrete should have enough anti-washout properties for our purposes.

2. What is the width and length of the Access Hatch within the Building? What is the depth of water below the hatch?

The Contractor shall field verify his access requirements. The existing access is approximately 2' x 2'. The depth of water varies with the tide. See Sheet A2.1.

3. Does the New Reinforced Concrete Wall need a Sealer or Waterproof Coating to Protect the Reinforcing Steel from Corrosion? If so, where do we include this value on the bid form?

No sealer is required.

4. The Ready-Mix Concrete Manufacturer is concerned the Anti-Washout Admixture will create major issues within the Concrete Pump and possibly harden within the Ready-Mix Truck. Due to the limited 48" vertical drop, we recommend eliminating this admixture.

See response to item 1 above.

5. The "Restored East Elevation" on sheet A4.1 shows 3.5" Board Formed Wall. The existing wall currently has a combination of 3.5" and 5.5" reveals. Additionally, this transition between the 3.5" and 5.5" takes place in the middle of the wall. Are we to match the historic wall exactly?

Yes, match the historic pattern and field verify with the Architect prior to demolition.

6. The placement of the new windows don't match in details 2 and 3 on sheet A8.0. Please confirm if the window will be installed within the existing openings or split between the 2 walls.

This will be confirmed on site based on field conditions.

7. "CGI Window Header and Sill" Detail on sheet A8.0 doesn't show any Window Sills... Will the New Exterior Wall have a Finished Exterior Sill or Sloped Concrete to promote drainage?

Sloped concrete.

8. Additionally, if there is No Interior Window Sill, how will we conceal the transition between the Window and Sill?

Use a wood interior window sill.

9. Please confirm the intent of the plans are to completely remove and replace the existing Tremmie Wall full depth 48" below the Exterior Wall.

The existing Tremie Concrete wall transitions from a thick wall to a thinner wall above approximately 6'-0" below the wood dock elevation. The existing exterior concrete wall needs to be removed from this elevation up as shown on the drawings and a new wall placed. Tremie Concrete will only be required for this lower thicker wall as shown on the drawings.

10. Section 102 on sheet S2.1 show "New Tremmie Concrete - 4'-0" Field Verify". What needs to be field verified? If the existing Tremmie Wall has voids below this elevation, are we responsible to fill these voids?

The existing Tremie Concrete wall transitions from a thick wall to a thinner wall above approximately 6'-0" below the wood dock elevation. This elevation was not surveyed but was field measured from below the dock on a painter's barge with a tape. This dimension is approximate and needs to be field measured. During field survey operations, no voids were observed in the lower thicker Tremie Concrete wall but if voids are encountered, they should be filled with Tremie Concrete.

11. The New Exterior Wall can only be accessed from the Finished "Board Formed" side. Please confirm it will be acceptable to have imperfect areas at each of our bird's mouth Pump-Spouts.

Some imperfections will be acceptable subject to the Architect's review and approval.

12. In order to install a continuous Turbidity Curtain, we'll need to run this barrier from the southwest to the southeast corners of the Fish House. Please confirm no boats will be parked along this area for the duration of the project.

The Contractor will coordinate this requirement with the Dockmaster.

13. Page 12 of the bid form shows "Foundation". Please confirm this will be the value associated with the Tremmie Wall.

Yes

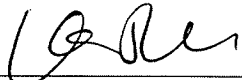
14. Where do we include the value of the Stainless Steel Hurricane Hardware on the bid form, "Foundation"?

Contractor to include value in appropriate/associated bid form line item.

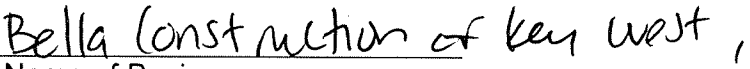
15. **Existing barn door, door track and associated hardware to be removed from South building face, stored and reinstalled following restoration.**

16. **Mandatory Pre-Bid sign-in sheet is attached.**

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged. All Bidders 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



Name of Business
Inc.

Key West Historic Seaport
THOMPSON FISH HOUSE WALL RESTORATION
ITB #028-16

Mandatory Pre-Bid Meeting SIGN-IN Sheet

September 14, 2016

2:30 PM

NAME / COMPANY

CONTACT #

EMAIL

Karen Olson 305-809-3803 kolson@cityofkeywest-fl.gov

James Mosomillo 941 915 4386 Jmosomillo@kenmerge.com

Will Campbell 305-863-8830 will@concretebldg.com

Eddie Braxwell 305-942-5113 eddie@concretebldg.com

Andrew George 305-735-4042 andrew@royal-crest.com

Riley Durkin 305-849-2926 Riley@Royal-Crest.com

J.D Wood 561-613-9241 J.Wood@FoundationProfl.com

Dwight Devore 305-294-3991 dwightneavshore@bellsouth.net

Ryon LaChapelle 305-304-8406 RYONL@SEATECH.CC

Byron Dorcy (305) 396-7752 info@bericuda.builders.com

Robert Blanchard 941-929-9400 mwhite@dlporter.com

Faul Waters 305-777-009 Paala@dahissins.com

Russell Muller Da Higgins 305-731-9025

CHRISTIAN BRISQOL PFC 305-872-2200

JORGE Gonzalez ABC Construction 3/663.0322

Martin Fernandez " " 3/663.0322

Charles Perry Ray local Gary the Carpenter

305 292-0761 C=U 248 872-0805

Gary Centouze Gary's Plumbing & Fix 305-296-6013

BID SCHEDULE

KEY WEST HISTORIC SEAPORT THOMPSON FISH HOUSE WALL RESTORATION

LUMP SUM BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

1. Mobilization, General Conditions, Permit Fees, Bonds and Demobilization

1 LS \$ 59,532.84

2. Demolition (includes all labor, equipment and disposal for a complete product)

1 LS \$ 155,895.00

3. Concrete Walls (includes all labor, equipment and material for a complete product)

1 LS \$ 151,527.50

4. Porch Roof & Enclosures (includes all labor, equipment and material for a complete product)

1 LS \$ 122,896.25

5. Foundation (includes all labor, equipment and material for a complete product)

1 LS \$ 131,323.75

6. Mechanical, Electrical & Plumbing (includes all labor, equipment and material for a complete product)

1 LS \$ 44,350.00

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of lump sum items 1 - 6 \$ 665,525.34

SIX HUNDRED SIXTY FIVE THOUSAND FIVE

HUNDRED TWENTY FIVE _____ Dollars & THIRTY FOUR Cents

(amount written in words)

NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD

CONTRACTOR’S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

List items to be performed by Contractor’s own forces and the estimated total cost of these items.
(Use additional sheets if necessary.)

DEMO & CONSTRUCTION OF TREMMIE WALL	\$206,940.00
DEMO & CONSTRUCTION OF 8" CONCRETE WALL	\$234,438.00
REMOVAL & REPLACEMENT OF WINDOWS, PANELS, SLIDING DOORS & SHUTTERS	\$87,487.00
DEMO & CONSTRUCTION OF PORCH	\$31,229.00
REMOVAL & REPLACEMENT OF DECKING & ADA RAMP	\$21,814.00

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:

ELECTRICAL

Portion of Work

CHECK ELECTRIC

Name

3255 FLAGLER AVENUE, SUITE 303, KEY WEST, FL, 33040
Street City State Zip

PLUMBING

Portion of Work

GARY'S PLUMBING

Name

6402 2ND TERRACE, KEY WEST, FL, 33040
Street City State Zip

ROOFING

Portion of Work

DAN ACE ROOFING

Name

571 PARK DRIVE, KEY WEST, FL, 33040
Street City State Zip

HVAC

Portion of Work

SUB ZERO A/C & REFRIGERATION

Name

6003 PENINSULAR AVENUE, KEY WEST, FL, 33040
Street City State Zip

SURETY

FCCI INSURANCE GROUP whose address is
6300 UNIVERSITY PARKWAY, SARASOTA, FL, 34240
Street City State Zip
800.226.3224 KEVIN STUBBE
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is BELLA CONSTRUCTION OF KEY WEST, INC.
----- doing business
at
35 DIAMOND DRIVE, KEY WEST, FL, 33040
Street City State Zip

EDDIE@CONCRETEBELLA.COM OR RACHEL@CONCRETEBELLA.COM
email address

which is the address to which all communications concerned with this Bid and with the Contract 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
<u>EDGAR G. BRASWELL, IV</u>	<u>PRESIDENT</u>
-----	-----
-----	-----
-----	-----

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____
20____.

Signature of Bidder

Title

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 27 day of SEPTEMBER
2016.

(SEAL)

BELLA CONSTRUCTION OF KEY WEST, INC.
Name of Corporation

By Edgar G Braswell IV

Title PRESIDENT

Attest Edgar G Braswell IV
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

SEE ATTACHED

* * * * *



September 28, 2016

ITB #028-16 Key West Historic Seaport – Thompson Fish House Wall Restoration

Experience Record

- Faro Blanco Seawall, Marathon, FL
 - 275 LF of New Concrete Seawall for Hotel Marina, including ACIP piles, grade beam and wall cap
 - \$350,000.
 - 2015
 - GC – Coastal Construction
 - Keith Sockaloski, 305.797.1424
 - Perez Engineering
 - Allen Perez, 305.293.9440
- USCG Pier D2 Concrete Rehabilitation, Key West, FL
 - Rehabilitation of 1100 LF of Concrete Seawall / Pier
 - \$539,000.
 - 2016
 - GC – William Industrial & Marine
 - Ean Williams, 850.381.5051
 - USCG Civil Engineering Unit Miami
 - Unknown
- 6011 Peninsular Avenue Seawall Replacement, Stock Island, FL
 - Removal and Replacement of 400 LF of Concrete Seawall
 - \$220,000.
 - 2014
 - UP Development
 - Scott Fish, 615.480.1863
 - Glen Boe & Associates
 - Sean Kirwin, 305.743.9121



- 28 Amaryllis Drive Seawall Replacement, Key West, FL
 - Removal & Replacement of 50 LF of Concrete Seawall
 - \$110,000.
 - 2012
 - Vaughn Spencer
 - 305.296.8877
 - Florida Technical
 - Thomas Cheever, 813.251.5943

- Key Haven Boat Ramp Bulkhead, Key West, FL
 - New Concrete Bulkhead for Boat Ramp
 - \$80,000.
 - 2012
 - GC – Kelly Brothers
 - 239.482.7300
 - A&P Consulting Transportation Engineering Corporation
 - 305.592.7283

FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT: \$ NTE 5% of bid

KNOW ALL MEN BY THESE PRESENTS, that Bella Construction of Key West, Inc.

hereinafter called the PRINCIPAL, and FCCI Insurance Company

a corporation duly organized under the laws of the State of Florida

having its principal place of business at 6300 University Parkway, Sarasota, FL 34240

in the State of Florida,
and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

The City of Key West

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Not to exceed 5%
of the bid DOLLARS (\$ NTE 5%

) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for Thompson Fish House Wall Restoration, said Bid Proposal, 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 all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #²⁸⁻¹⁶~~012-16~~ 

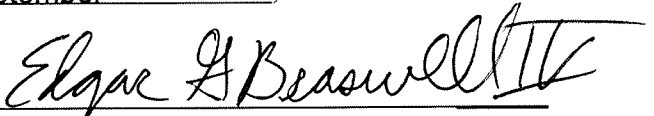
KEY WEST HISTORIC SEAPORT

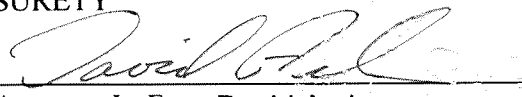
TTHOMPSON FISH HOUSE WALL RESTORATION

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 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 CITY for the performance of said Contract, within 10 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 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, 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 26th day of September, 2016.

By 
PRINCIPAL Edgar G. Braswell, IV, President

FCCI Insurance Company
SURETY
By 
Attorney-In-Fact David Arch

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

David Arch

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$2,500,000):

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

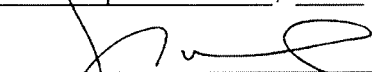
The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest:


Craig Johnson, President
FCCI Insurance Company




Thomas A. Koval Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213092


Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

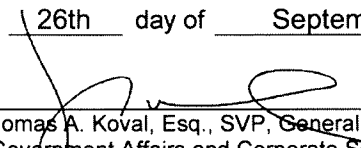
ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213092


Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 26th day of September, 2016


Thomas A. Koval, Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary

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 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 J Braswell Jr

Sworn and subscribed before me this 27 day of SEPTEMBER 2016.

NOTARY PUBLIC, State of Florida at Large

Rachel Bashore

My Commission Expires: 5.14.18



* * * * *

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

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

1. This sworn statement is submitted with Bid or Proposal for ITB #012-16 KEY WEST HISTORIC SEAPORT
THOMPSON FISH HOUSE WALL RESTORATION

2. This sworn statement is submitted by BELLA CONSTRUCTION OF KEY WEST, INC.
(name of entity submitting sworn statement)

whose business address is 35 DIAMOND DRIVE, 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

3. My name is EDGAR G. BRASWELL, IV
(please print name of individual signing)

and my relationship to 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 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 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, 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)

SEPTMEBER 27, 2016
(date)

STATE OF FLORIDA

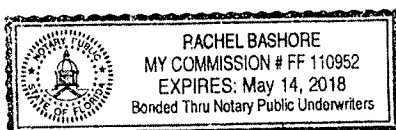
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 27 day of SEPTEMBER, 20 16.

My commission expires: 5.14.18



[Signature]

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: BELLA CONSTRUCTION OF KEY WEST, INC.
35 DIAMOND DRIVE, KEY WEST, FL 33040

SEAL:

Address

Edgar G. Braswell, IV

Signature

EDGAR G. BRASWELL, IV

Print Name

PRESIDENT

Title

DATE: SEPTEMBER 27, 2016

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

BELLA CONSTRUCTION OF KEY WEST, INC.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: Edgar A. Benswell IV

Sworn and subscribed before me this 27 day of SEPTEMBER 20 16.

NOTARY PUBLIC, State of Florida at Large

Rachel Bashore

My Commission Expires: 5.14.18



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of BELLA CONSTRUCTION OF KEY WEST, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: Edgar A. Braswell, III

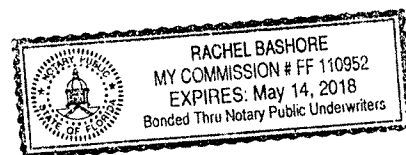
Sworn and subscribed before me this

27 day of SEPTEMBER 2016.

Chester

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 5.14.18



* * * * *

LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES 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 Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances 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: 35 DIAMOND DR., KEY WEST, FL Fax: 305.292.9880
(P.O Box numbers may not be used to establish status)

Length of time at this address 2 YEARS

Edgar G. Braswell IV
Signature of Authorized Representative

SEPTEMBER 27, 2016
Date

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 27 day of SEPT., 2016.

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)



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

Rachel Bashore
Signature of Notary
RACHEL BASHORE
Print, Type or Stamp Name of Notary

NOTARY PUBLIC
Title or Rank

**2014 / 2015
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2015**

Business Name: BELLA CONSTRUCTION OF KEY WEST INC RECEIPT# 30140-106474

Owner Name: EDGAR G BRASWELL IV Business Location: 35 DIAMOND DR
Mailing Address: KEY WEST, FL 33040
35 DIAMOND DR Business Phone: 305-292-9888
KEY WEST, FL 33040 Business Type: CONTRACTOR (GENERAL CONTRACTOR)

Employees 40

STATE LICENSE: CGC1518284

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 125-14-00000287 11/17/2014 105.00

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.

**MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2015**

Business Name: BELLA CONSTRUCTION OF KEY WEST INC RECEIPT# 30140-106474

Owner Name: EDGAR G BRASWELL IV Business Location: 35 DIAMOND DR
Mailing Address: KEY WEST, FL 33040
35 DIAMOND DR Business Phone: 305-292-9888
KEY WEST, FL 33040 Business Type: CONTRACTOR (GENERAL CONTRACTOR)

Employees 40

STATE LICENSE: CGC1518284

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 125-14-00000287 11/17/2014 105.00

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 15-00024397 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 05, 2014 Expiration Date: September 30, 2015
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

Uper: CWALKER Type: OC Drawert: 1
Date: 8/11/14 54 Receipt no: 36417

2015 24397
OR LIC OCCUPATIONAL RENEWAL

This document must be prominently displayed. 1.00 \$309.75

BELLA CONSTRUCTION OF KEY WEST
OK CHECK 6743 \$309.75

BELLA CONSTRUCTION OF KEY WEST
111 US HWY 1 #110

Trans date: 8/11/14 Time: 12:12:08

KEY WEST FL 33040

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 35 DIAMOND DR
Lic NBR/Class 16-00024397 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: September 22, 2015 Expiration Date: September 30, 2016
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

BELLA CONSTRUCTION OF KEY WEST

BELLA CONSTRUCTION OF KEY WEST
35 DIAMOND DR

KEY WEST FL 33040

Oper: KEYWBLD Type: OC Drawer: 1
Date: 9/23/15 54 Receipt no: 30584
2016 24397
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3068108
CK CHECK 8145 \$325.00
Trans date: 9/23/15 Time: 10:08:18

2015 / 2016
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2016

Business Name: BELLA CONSTRUCTION OF KEY WEST INC

RECEIPT# 30140-106474

Owner Name: EDGAR G BRASWELL IV
Mailing Address: 35 DIAMOND DR
KEY WEST, FL 33040

Business Location: 35 DIAMOND DR
KEY WEST, FL 33040
Business Phone: 305-292-9888
Business Type: CONTRACTOR (GENERAL CONTRACTOR)

Employees 40

STATE LICENSE: CGC1518284

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 103-14-00007607 09/22/2015 125.00

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.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2016

Business Name: BELLA CONSTRUCTION OF KEY WEST INC

RECEIPT# 30140-106474

Owner Name: EDGAR G BRASWELL IV
Mailing Address: 35 DIAMOND DR
KEY WEST, FL 33040

Business Location: 35 DIAMOND DR
KEY WEST, FL 33040
Business Phone: 305-292-9888
Business Type: CONTRACTOR (GENERAL CONTRACTOR)

Employees 40

STATE LICENSE: CGC1518284

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 103-14-00007607 09/22/2015 125.00

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 35 DIAMOND DR
Lic NBR/Class 17-00024397 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 15, 2016 Expiration Date: September 30, 2017
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

BELLA CONSTRUCTION OF KEY WEST

BELLA CONSTRUCTION OF KEY WEST
35 DIAMOND DR

KEY WEST FL 33040

Oper: KEYWELD Type: OC Drawer: 1
Date: 8/16/16 54 Receipt no: 26202
2017 24387
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3089501
OK CHECK 9126 \$325.00
Trans date: 8/16/16 Time: 8:04:34

**2016 / 2017
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2017**

Business Name: BELLA CONSTRUCTION OF KEY WEST INC RECEIPT# 30140-106474

Owner Name: EDGAR G BRASWELL IV Business Location: 35 DIAMOND DR
Mailing Address: KEY WEST, FL 33040
35 DIAMOND DR Business Phone: 305-292-9888
KEY WEST, FL 33040 Business Type: CONTRACTOR (GENERAL CONTRACTOR)

Employees 40

STATE LICENSE: CGC1518284

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 122-15-00002584 07/06/2016 125.00

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.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2017

Business Name: BELLA CONSTRUCTION OF KEY WEST INC RECEIPT# 30140-106474

Owner Name: EDGAR G BRASWELL IV Business Location: 35 DIAMOND DR
Mailing Address: KEY WEST, FL 33040
35 DIAMOND DR Business Phone: 305-292-9888
KEY WEST, FL 33040 Business Type: CONTRACTOR (GENERAL CONTRACTOR)

Employees 40

STATE LICENSE: CGC1518284

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
125.00	0.00	125.00	0.00	0.00	0.00	125.00

Paid 122-15-00002584 07/06/2016 125.00