

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

BID

To: The City of Key West
Address: 3126 Flagler Avenue, Key West, Florida 33040
Project Title: **SCHOONER WHARF REBUILD**
Project: ITB # 12-026

BIDDER'S INFORMATION


Name: BELLA CONSTRUCTION OF KEY WEST, INC.
Address: 111 US HIGHWAY 1
KEY WEST, FL 33040

Contact Name: EDDIE BRASWELL OR BRYAN WOFSEY

Email: EDDIE@CONCRETEBELLA.COM OR BRYAN@CONCRETEBELLA.COM

Telephone: 305.292.9888

Fax: 305.292.9880

Signature:  **Date:** 7.25.12

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work by September 4, 2012 after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within 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 five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1 , 2 , 3 , 4(a-c), 5 (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE BID

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

Bid Date = 7/18/12
7/25/12
@ 3pm



THE CITY OF KEY WEST

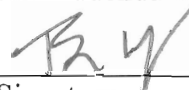
3126 Angela Street
Key West, FL 33040

**ADDENDUM 1:
SCHOONER WHARF REBUILD
INVITATION TO BID # 12-026
June 27, 2012**

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

1. Attached is the prebid sign in sheet.

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



Signature

Bella Construction of Key West, Inc.

Name of Business

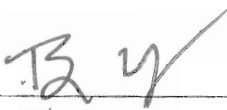
ADDENDUM NO. 2
ITB 12-026 Schooner Wharf Rebuild

To All Bidders:

The following change is hereby made a part of ITB 12-026 – Schooner Wharf Rebuild as fully and as completely as if the same were fully set forth therein:

Per Addendum No. 2 dated July 5, 2012

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 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

Bella Construction of Key West, Inc.
Name of Business

CITY OF KEY WEST
Schooner Wharf Project
Addendum No. 2
July 5, 2012

REVISIONS

- Sheet S-4, Sections 7 & 8, revise label beginning with "Brace wall..." to include additional text shown in italics: "Brace wall until anchorage to beam above is installed *and plank is set.*"
- Sheet S-5, Detail 1, contractor shall assume 2'-0" depth, at the exterior of the building, to the top of the existing footer. Inside depth is greater since the finish floor elevation is higher.
- Sheet E-2, Delete label "Existing service meters and disconnects and electrical feeds to be relocated by others", and replace with "Existing service meters and disconnects and electrical feeds to be coordinated by contractor". See item below.
- Sheet A-7, Detail 4, Substitute 5/16" diameter stainless steel cable for 1/2" diameter stainless steel cable to support the 'webnet' material by Jakob Inox.
- Sheet A-7, Detail 4, Change the aperture dimension of the 'webnet' material from 100mm to 60mm.
- Sheet A-7, Detail 4, Eliminate the 2"x2"x1/4"x1'-6" aluminum angle that is to be welded to each post.
- Sheet A-7, Detail 4, Add the following Note "Run the 'webnet' material continuous on the outside of the railing frame and secure the horizontal and vertical cables which support the 'webnet' material with 'suspension-rope clamps' secured to each post (top and bottom) provided by Jakob Inox."

Include the following line items in the Schedule of Values:

Concrete Sealing Existing Structure: (+ 10,200)

Contractor shall provide a price to furnish material, labor and equipment necessary to clean, seal, and paint exterior of existing structure. The existing paint will need to be removed before applying the sealant. Contractor shall use Heavy Duty Paint Stripper by Sure Klean or approved equal. Entire building shall be sealed with Siloxane WB Concentrate by Sure Klean or approved equal, and then painted white with a compatible paint product. Contractors will ensure that the treated concrete surface is pressure rinsed and allowed to thoroughly dry before painting.

Existing equipment relocation: (+ 4,200)

Contractor shall provide a price to temporarily relocate existing equipment located behind the existing structure. Items include: Ice machines, and large cooler container. Contractor shall coordinate the actual relocation from existing location to 300 feet away. Work includes providing temporary water and electrical services. Contractor shall furnish materials, all labor, transportation, and services, to achieve a complete temporary relocation.

Existing electrical services coordination:

(* 2,200)

(* 2,800 = FKB)

Contractor shall provide a price to investigate, coordinate, and protect existing electrical service and components. The contractor shall protect all existing electrical components located on the exterior and interior east corner of the existing building. Contractor shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation. Contractor shall investigate existing services and abandoned as warranted. Keys Energy has an existing feed coming from the existing transformer. Contractor will be responsible to coordinate the final electrical service connection with Keys Energy.

CLARIFICATIONS

Work Zone Barrier:

A suitable safe barrier between the existing restaurant and the construction zone shall be maintained at all times to provide protection, and minimize noise and dust. At a minimum the CONTRACTOR shall assume the use of a continuous barrier made of plywood sheets with necessary supports or approved equal. The barrier should be continuous along the entire length of one side of the building from the waterfront deck to Lazyway Street. The barrier should extend from ground level up to 8' above ground. Compensation for the barrier shall be included in the lump sum bid price for Mobilization.

Special Event Coordination:

The contractor shall schedule and perform the work in such a manner as to result in the least possible disruption to the tenant's use of the facility. The City has identified the following special events:

- September 13 - 16, 2012 - **MOTORCYCLE** - *40th Annual Key West Poker Run*
- October 19 - 21, 2012 - **PARTY** - *32nd Annual Goombay Fest 2012*
- October 19 - 28, 2012 - **FANTASY FEST** - *Fantasy Fest 2012*
- November 4 - 11, 2012 - **SPORTS** - *31st Annual Key West World Championship*

Contractor shall account for these events in the project schedule. Contractors should assume limited work hours during these events. Contractor should not conduct major construction activities during these events. Compensation for the coordination shall be included in the lump sum bid price for Mobilization.

QUESTIONS

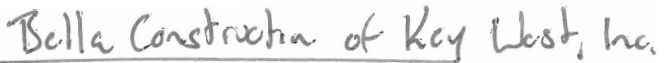
- Q1.** There is no irrigation plan for the new landscaping. Is irrigation required? We would need irrigation to provide the one year warranty requested.
- A. Irrigation is not required.
- Q2.** The landscape drawings do not detail what is being planted on the ground around the new palms. Is this sod? What type?

- A. Contractor shall provide stone material to a min. depth of three inches.
- Q3. The specifications call for testing to be provided and paid for by owner yet is listed as an allowance on the bid breakdown within the GMP. Is there a value so that all bidders carry the same amount?
- A. There is an amount shown on the Base Bid Schedule of \$2,500.

THIS IS A FORMAL ADDENDUM THAT HAS TO BE ACKNOWLEDGED IN THE BID ADDENDA ACKNOWLEDGEMENT FORM. IF A BIDDER FAILS TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS PART OF ITS BID SUBMISSION, THE CITY RESERVES THE RIGHT TO REQUEST, AND THE BIDDER MUST COMPLY WITHIN TWO (2) BUSINESS DAYS AFTER RECEIPT OF WRITTEN REQUEST FROM THE CITY.



Signature



Name of Business

ADDENDUM NO. 3
ITB 12-026 Schooner Wharf Rebuild

To All Bidders:

The following change is hereby made a part of ITB 12-026 – Schooner Wharf Rebuild as fully and as completely as if the same were fully set forth therein:

Bid opening date has been changed from 7/18/2012 to 7/25/2012 at 3:00 P.M.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. **3** 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

Belle Construction of Key West, Inc.

Name of Business


ADDENDUM NO. 4
ITB 12-026 Schooner Wharf Rebuild

To All Bidders:

The following change is hereby made a part of ITB 12-026 – Schooner Wharf Rebuild as fully and as completely as if the same were fully set forth therein:

See attached answers, clarifications, and revisions from previously submitted RFI's.
See attached geotechnical report

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 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

Bella Construction of Key West, Inc.

Name of Business

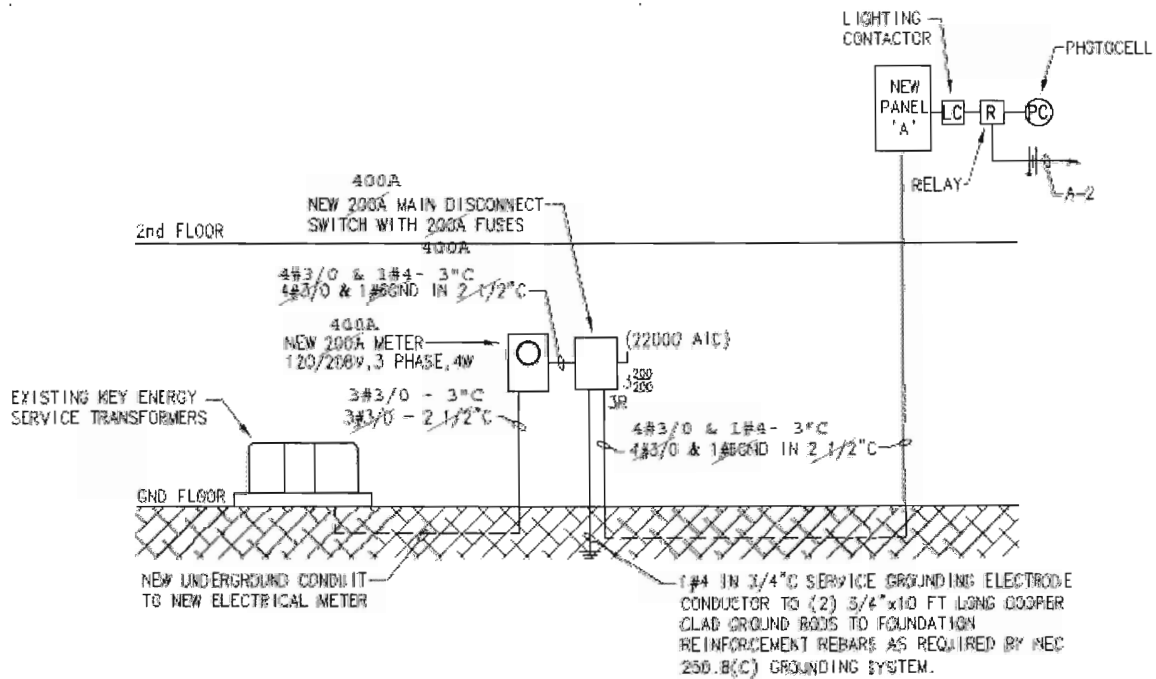
**CITY OF KEY WEST
Schooner Wharf Project
Addendum No. 4
July 19, 2012
ITB PROJECT No.:12-026**

SCHOONER WHARF REBUILD ITB is amended as follows:

REVISIONS:

- Sheet E-4, Electrical Riser Diagram: Contractor shall upsize to a 400A Electrical Service. Meter and main switch disconnect to be upsized accordingly. Work will include adding (5) additional receptacle, including conduit and wires (conduit: 3/4" C, wire size: 2#6,1#1G), along the tie beam of the north side of the new structure. Meter, main disconnect, wire and conduit should be priced per redlines shown below on the riser diagram.

ADD Alternate: Contractor should include a separate price to add a second panel 'B' 200A, include upsized conduit, wire, meter, main disconnect switch and all else necessary for a complete and functional installation. Second panel 'B' shall be installed next to the proposed New Panel 'A'.



ELECTRICAL RISER DIAGRAM

N.T.S.

QUESTIONS:

Q1. Addendum #2 “Sheet E-2, Delete label “Existing service meters and disconnects and electrical feeds to be relocated by others” and replace with “ Existing service meters and disconnects and electrical feeds to coordinated by contractor ”See items below”

Is the trench with new service indicated on E-1 deleted?

A: No. The electrical service to the new building, and restored masonry building, is to be new and installed as shown on the electrical drawings.

Q2. Is the intent to upgrade existing service?

A: The intent is to replace the electrical service to the existing building and new addition. Relocate it as shown on the plans.

Q3. What is the amperage on the Ice machine and cooler to be temporarily relocated?

A: Contractor shall assume a 160A temporary service for the ice machines and cooler.

Q4. Is there any current damage to electrical equipment at the east corner now that needs to be repaired?

A: Contractor to investigate under the allocated allowance added under Addendum No. 2.

Q5. Where is the telecom pull box located referred to on sheet E-1 and Telephone Riser Diagram on E-4?

A: The telecom pull box and telephone riser are located near the electrical service at the SE corner of the existing building.

Q6. Sheet E-4, General note 4 calls for all conductors to be run in conduit (metallic type). Due to the high corrosive salt air/water, is it acceptable to use PVC schedule 40 conduit where not exposed to physical damage and schedule 80 where exposed to physical damage?

A: Schedule 80 PVC is an acceptable alternative to metallic conduit. No schedule 40 PVC will be accepted unless noted otherwise in the construction documents or specifications. However, the intent of the documents, as indicated in general note #7a on E-4, is to conceal the conduit within finished spaces. At the first floor level of the new and existing buildings this would entail running the conduit within the new concrete tie beams and columns, a maximum of (1) 3/4” diameter PVC conduit centered in the new tie beams and columns is acceptable.

Q7. On page 13 item #17 it states that the construction will begin September 04, 2012 and be substantially complete within 60 days. With all the submittal review and approvals, building permits, material procurement and the job to be close down for the different activities listed in Addendum #2, this 60 day schedule is a very aggressive and almost impossible to achieve. At the site visit, it was discussed that the contract duration was

going to be extended. Is the contract duration going to be altered? The duration will affect pricing.

A: Substantial completion will be achieved within 90 days. Article 17, on page 13, will be revised accordingly.

Q8. Can the contractor close this section of dock/walkway (see enclosed drawing)? If not, will the contractor have to install overhead protection to protect the public walking by during construction?

A: The City will consider a temporary closure of the dock/walkway. Contractor will be responsible for protection of the public during construction activities.

Q9. Please clarify what sections of the stair railing are to be painted black? Will the “webnet” and cable be painted black also? What type of paint system is to be provided for this railing system (i.e. powder coat, epoxy...)?

A: All components of the aluminum railing are to have a clear anodized finish (disregard the notes on details 4/A7 & 3/A7 that call for the aluminum angles to be painted black, these angles have been eliminated from the railing system. See Addendum 1). Refer to section #05521 of the book specification for aluminum finishes (subsection 2.8, B). No paint is to be applied to the stainless steel webnet or stainless steel cable systems.

Q10. Who will is responsible to pay for the building permits?

A: Contractor will be responsible for permit fees.

Q11. As discussed during the site visit will flood, wind and builders risk insurance be required for this project or this will be waived to keep the cost down?

A: Only Builder’s risk insurance is required for the project.

Q12. Will “Longshoremen” insurance be required for this project?

A: Contractor is required to secure any insurance required by law.

Q13. Please provide the geotechnical/soils report

A: See attached.

Q14. The garage door specified is not hurricane rated. The drawings state for it to have an NOA. Is this required?

A: No. The garage door is part of the breakaway wall system and is not required to have an NOA. Disregard the NOA requirement for this door.

Q15. Will PVC piping be allowed for sanitary and vent piping?

A: Yes.

Q16. Please clarify if Builder's Risk is to cover property already existing and in use during construction? If so, this may be difficult considering operation is a bar. It may be easier for you to maintain the current insurance on the existing bar and have the bidders provide an installation floater. Please advise.

A: On page 54 of the contract docs under item E, builders risk it reads in 2nd paragraph, "Property located on the construction premises, which is intended to become a permanent part of the building, shall be included as property coverage.

Q17. It appears that the upper deck of the outside bar is connected into the existing building where the new tie beam is being installed. Please provide detail on how deck is to be supported during demolition/construction. This is a safety concern as the deck will be exposed to live loads as well as lateral forces from patrons while it is not tied into existing building.

A: The deck must be shored during demolition and construction (it will be shored until reattached to the new tie beam). Contractor is to provide a shoring plan as part of the initial submittals. See demolition notes on sheet A1, notes #5 & #6. **The deck will remain close during construction, but Contractor should phase the work to allow reopening by early December 2012.**

Q18. The existing ice machines and cooler requested to be relocated in Addendum #2 do not appear structurally sound. If equipment fails after relocation, who is responsible for repairing it? Our recommendation would be to have all bidders include the same allowance (\$10,000?) for this work since it is hard to determine if equipment will remain intact and operating after a relocation. By including this allowance, the uncertainty will be taken out of the bid and keep numbers competitive as we will not have to price it for the worst case scenario.

A: The City will request a limited waiver of liability for the relocation of the equipment. Contractor's effort will be to relocate the equipment until construction is complete, and relocate to their permanent location on the first level of the new structure. Contractors should assume a 200A temporary service.

THIS IS A FORMAL ADDENDUM THAT HAS TO BE ACKNOWLEDGED IN THE BID ADDENDA ACKNOWLEDGEMENT FORM. IF A BIDDER FAILS TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS PART OF ITS BID SUBMISSION, THE CITY RESERVES THE RIGHT TO REQUEST, AND THE BIDDER MUST COMPLY WITHIN TWO (2) BUSINESS DAYS AFTER RECEIPT OF WRITTEN REQUEST FROM THE CITY.

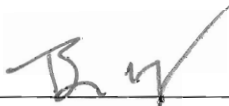
ADDENDUM NO. 5
ITB 12-026 Schooner Wharf Rebuild

To All Bidders:

The following change is hereby made a part of ITB 12-026 – Schooner Wharf Rebuild as fully and as completely as if the same were fully set forth therein:

Attached sheets E2 and E4 will replace previous sheets E2 and E4 and supersedes the electrical diagram revision from Addendum 4 except for the ADD alternate for the 200A 'Panel B' which shall remain in the submitted schedule of values.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 5 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

Bella Construction of Key West, Inc.

Name of Business

BID FORM

ITB #12-026: SCHOONER WHARF REBUILD

LUMP SUM BID PRICE

\$ 736, 205.00 _____

Bid Total in Words

SEVEN HUNDRED THIRTY SIX THOUSAND TWO HUNDRED FIVE DOLLARS AND NO CENTS

BID BREAKDOWN

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

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

PLEASE USE AND SUBMIT ATTACHED SCHEDULE OF VALUES

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

SCHEDULE OF PRICES BID

SCHOONER WHARF BUILDING

BASE BID SCHEDULE

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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GENERAL

1	Mobilization	1	LS	\$ 7,500.	\$ 7,500.
2	General Conditions (SEE NOTE #1)	1	LS	\$ 71,440.	\$ 71,440.
3	Material Testing Allowance	1	AL	\$ 2,500	\$ 2,500
4	Permit Allowance	1	AL	\$ 2,500	\$ 2,500
5	Consideration for indemnification (Owner/Engineer)	1	AL	\$ 25	\$ 25
	GENERAL SUBTOTAL				\$ 83,965.

SITE WORK

6	Site Demolition & Removal				25,810.
7	Erosion & Sedimentation				2,175.
8	Dust Control (SEE NOTE #2)				5,605.
9	Earthwork				2,475.
10	Stormwater Swales				1,115.
11	Site Utilities - Sanitary				2,905.
12	Site Utilities - Water Lines				3,075.
13	Building Excavation and Backfill				2,455.
14	Asphalt and Concrete Removal and Replacement				5,985.
15	Landscaping				2,440.

BUILDING CONCRETE

16	Footing & Foundations				26,550.
17	Walls (SEE NOTE #3)				1,850.
18	Pile Caps				12,105.
19	Slab				13,800.
20	Concrete Canopy				7,250.
21	Beams - Existing Building				16,235.
22	Beams - New Building				34,925.
23	Columns - Existing Building				16,620.
24	Columns - New Building				24,465.
25	Prestressed Concrete - Existing Building				12,215.
26	Prestressed Concrete - New Building				31,160.
27	Stairs				4,090.
28	Concrete Parapet				16,165.
29	Concrete Deck				5,145.
30	BUILDING CONCRETE - ALLOWANCE				n/a
31	Existing Schooner Wharf Building - Existing Footer Conditions Investigation	1	LS		3,500.
32	Existing Schooner Wharf Building - Foundation (Detail 1/S5)	15	EA	\$	8,775.

BUILDING MASONRY

33	Masonry Wall				5,940.
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34	Flashing					1,500.
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THERMAL/MOISTURE

35	Waterproofing					2,125.
36	Insulation (SEE NOTE #4)					16,960.
37	Roofing					34,710.

DOOR & GLASS

38	Door and Frames					8,970.
39	Windows					22,080.
40	"Barn" Doors					7,335.

FINISHES

41	Stucco					17,475.
42	Interior Framing					2,875.
43	Wallboard					6,030.
44	Ceilings					2,590.
45	Polished Concrete Floor					5,800.
46	Painting					25,740.

MECHANICAL

47	HVAC - Condensing Unit					4,760.
48	HVAC - AHU					4,195.
49	Condensing Unit Exterior Mounting					1,065.
50	Ducts					3,560.
51	Exhaust Fan/Light					795.
52	Domestic Water					1,455.
53	Sanitary Aboveground					1,455.
54	Plumbing Fixtures					975.
55	Drains & Cleanouts					1,140.
56	Scuppers (SEE NOTE #5)					3,530.

ELECTRICAL

57	Site Electrical					33,895.
58	Interior Lights					12,550.
59	Exterior lighting					6,680.
60	Communications & phone					12,385.
61	Conduits and Wiring					15,170.
62	Fixtures & Outlets					10,500.

SPECIAL SYSTEMS

63	Corrugated & Perforated Metal Panel System					44,750.
64	Guardrail (SEE NOTE #6)					13,915.

65.	CONCRETE SEALING EXISTING STRUCTURE	13,000.
66.	EXISTING EQUIPMENT RELOCATION	9,570.
67.	EXISTING ELECTRICAL SERVICE COORDINATION (SEE NOTE #7)	7,875.

<u>Total</u>	\$736,205.00
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- ADD ALTERNATE: ADD SECOND PANEL "B" 1,935.
- NOTE #1: INCLUDES \$17,850. FOR PERMIT FEES
- NOTE #2: INCLUDES TEMPORARY WALL / SAFETY BARRACDES AS NEEDED
- NOTE #3: INLCLUDES 6" CONCRETE CURB AT GROUND LEVEL SLAB
- NOTE #4: INCLUDES FURRING STRIPS AT CILING & 2ND FLOOR WALLS PER PLAN
- NOTE #5: INCLUDES DOWNSPOUTS PER PLAN
- NOTE #6: INCLUDES IPE TOP RAIL PER PLAN
- NOTE #7: ASSUMES OWNER WILL AGREE TO SIGN "LIMITED WAIVER OF LIABILTY" PER ADDENDUM 4

NAME OF BIDDER: BELLA CONSTRUCTION OF KEY WEST, INC.



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: PLUMBING

Name: ATLANTIC PLUMBING OF THE KEYS, INC.

Address: 5585 SECOND AVENUE, KEY WEST, FL 33040

Portion of Work: ELECTRICAL

Name: FLORIDA KEYS ELECTRIC, INC.

Address: 5730 SECOND AVENUE, KEY WEST, FL 33040

Portion of Work: MECHANICAL

Name: SUB ZERO, INC.

Address: 6003 PENINSULAR AVENUE, KEY WEST, FL 33040

BIDDER

The name of the Bidder submitting this Bid is: BELLA CONSTRUCTION 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.

12-026 SCHOONER WHARF REBUILD

CONTINUED SUBCONTRACTOR LISTING

PORTION OF WORK: STUCCO

NAME: ALLSTATE WALLS, LLC

ADDRESS: PO BOX 420222, SUMMERLAND KEY, FL 33042

PORTION OF WORK: WINDOWS & DOORS

NAME: PERFORMANCE GLASS

ADDRESS: 1935 W. COPANS ROAD, POMPANO BEACH, FL 33064

PORTION OF WORK: GUTTERS

NAME: RAINSAVER GUTTER SYSTEMS, INC.

ADDRESS: 23 ROYAL PALM WAY, BOCA RATON, FL 33064

PORTION OF WORK: ROOFING

NAME: DAVID LEE ROOFING & SHEETMETAL

ADDRESS: PO BOX 9494, TAVERNIER, FL 33070

PORTION OF WORK: HOLLOWCORE

NAME: COLONIAL, CONSTRUCTION, CONCRETE, PRECAST, LLC

ADDRESS: 13435 S. MCCALL ROAD, PORT CHARLOTTE, FL 33981

PORTION OF WORK: PAINT

NAME: S.B. PAINTING & GROUNDS MAINT., INC.

ADDRESS: 2314 PATTERSON AVENUE, KEY WEST, FL 33040

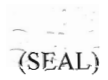
The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
EDGAR G. BRASWELL, IV	PRESIDENT
-----	-----
-----	-----

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 25 day of JULY, 2012.

7/25/12



(SEAL)

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

Authorizing Signature: 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 _____ day of _____, 2012.

Signature of Bidder N/A

Title N/A

FLORIDA BID BOND

BOND NO. _____

AMOUNT \$5% of bid not to exceed \$37,500

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 Pkwy, Sarasota in the State of Florida 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 5% of bid not to exceed \$37,500
DOLLARS (\$5% NTE \$37,500) 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:

SCHOONER WHARF REBUILD 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:

SCHOONER WHARF REBUILD

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

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

liquidated damages for failure thereof of said principal.

Signed and sealed this 20th day of, July 2012.

Bella Construction of Key West, Inc.
PRINCIPAL

Edgar G. Braswell IV

By Edgar G. Braswell IV, President



ECCI Insurance Company
SURETY

David Arch

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.

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
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval Esq., SVP, General Counsel
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: 9/25/2012

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2012
No. DD626122

Arlene Cueman
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: 9/25/2012

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2012
No. DD626122

Arlene Cueman
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 20th day of July, 2012

Thomas A. Koval
Thomas A. Koval Esq., Corporate Secretary

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

PROJECT ITB #12-026: SCHOONER WHARF REBUILD

**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 12-026 for SCHOONER WHARF REBUILD

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

whose business address is 111 US HIGHWAY 1, KEY WEST, FL 33040
----- and (if applicable) its Federal
Employer Identification Number (FEIN) is 27-0952862 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is EDGAR G. BRASWELL, IV and my relationship to
(Please print name of individual signing)

the entity named above is PRESIDENT.

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Edgar G. Braswell, IV
(Signature)

7.25.12

(Date)

STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 25 day of JULY, 2012.

My commission expires: 5.14.14

Rachel Bashore

NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #12-026: SCHOONER WHARF REBUILD

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

Sworn and subscribed before me this

25 day of JULY, 2012.

Rachel Bashore
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 5.14.14



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

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

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

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

Business Name BELLA CONSTRUCTION OF KEY WEST, INC. Phone: 305.292.9888

Current Local Address: 111 US HIGHWAY 1, KEY WEST, FL 33040 Fax: 305.292.9880
(P.O Box numbers may not be used to establish status)

Length of time at this address 3 YEARS

Edgar G. Braswell IV 7.25.12
Signature of Authorized Representative Date

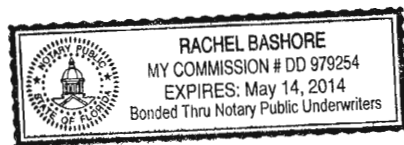
STATE OF FLORIDA
COUNTY OF MONROE

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

Rachel Bashore
Signature of Notary
RACHEL BASHORE

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

Print, Type or Stamp Name of Notary
STATE OF FLORIDA 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 12-00024397 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 19, 2011 Expiration Date: September 30, 2012
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

This document must be prominently displayed.

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

BELLA CONSTRUCTION OF KEY WEST

Oper: CWALKER Type: OC Drawer: 1
Date: 7/19/11 54 Receipt no: 86994
2012 24397
OR LIC OCCUPATIO 1 \$309.75
Trans number: 2653763
OK CHECK 2633 \$309.75
Trans date: 7/19/11 Time: 13:22:25

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

RECEIPT# 30140-102643

Business Name: BELLA CONSTRUCTION OF KEY WEST INC

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

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

Rooms Seats Employees Machines Stalls

4

STATE LICENSE: CGC1518284

Number of Machines: For Vending Business Only Vending Type:

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

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

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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

AC# 4986906

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060700785

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

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

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

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

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

Printed: 9/13/10 5:13 PM
Date: 9/13/10 5:13 PM
Lic Nbr: 11-00024397
Lic Class: CONTRACTOR - CERT GENERAL CONTRACTOR
Lic Issue Date: 09/10/10
Lic Expiration Date: 09/30/11
Lic Fee: \$309.75
Lic Status: ACTIVE
Lic Type: CONTRACTOR - CERT GENERAL CONTRACTOR
Lic Category: CONTRACTOR - CERT GENERAL CONTRACTOR
Lic Subcategory: CONTRACTOR - CERT GENERAL CONTRACTOR
Lic Division: CONTRACTOR - CERT GENERAL CONTRACTOR
Lic Department: CONTRACTOR - CERT GENERAL CONTRACTOR
Lic Office: CONTRACTOR - CERT GENERAL CONTRACTOR
Lic City: KEY WEST
Lic State: FL
Lic Country: US
Lic Zip: 33040
Lic Address: 111 US HWY 1 #110
Lic Phone: (305) 809-3955
Lic Email: info@bellaconstruction.com
Lic Website: www.bellaconstruction.com
Lic Description: CONTRACTOR - CERT GENERAL CONTRACTOR
Lic Notes: BELLA CONSTRUCTION OF KEY WEST

**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
 Mailing Address: 111 US HIGHWAY 1 #110
 KEY WEST, FL 33040

Business Location: 111 US HIGHWAY 1 #110
 Business Phone: 305-292-9888
 Business Type: CONTRACTORS ()

Rooms Seats Employees Machines Stalls

4

CGC1512958

Number of Machines:		For Vending Business Only				
Transfer Fee		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.

**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						
For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 122-09-00006473 09/08/2010 20.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. 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.



July 25, 2012

ITB No: 12-026 – Schooner Wharf Rebuild

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

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