



CFN 2018R0010071  
 DR BK 30818 Pgs 522-528 (7Pgs)  
 RECORDED 01/05/2018 11:55:20  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:  
 Lisa A. Lerner, Esquire  
 Siegfried, Rivera, Hyman, Lerner, De La Torre,  
 Mars & Sobel, P.A.  
 201 Alhambra Circle, 11th Floor  
 Coral Gables, Florida 33134



**NOTICE OF COMMENCEMENT**

Permit No. \_\_\_\_\_ Tax Folio No. \_\_\_\_\_

STATE OF FLORIDA )  
 COUNTY OF MIAMI-DADE )

The undersigned hereby informs all concerned that improvements will be made to certain real property, and in accordance with Section 713.13(1) of the Florida Statutes, the following information is stated in this NOTICE OF COMMENCEMENT. This notice shall be of no force and effect if construction is not commenced within ninety (90) days of recordation.

**Description of property:** The Towers of Key Biscayne Condominium, according to the Declaration of Condominium recorded in Official Records Book 7850, at Page 375, of the Public Records of Miami-Dade County, Florida, and all subsequent amendments thereto - consisting of two (2) buildings located at 1111 Crandon Boulevard and 1121 Crandon Boulevard, Key Biscayne, Florida 33149.

**General description of improvements:** for the removal of all unit windows and shutters and replacement with impact glass and related work at The Towers of Key Biscayne located at 1111 Crandon Boulevard and 1121 Crandon Boulevard, Key Biscayne, Florida 33149.

**Owner:** The Towers of Key Biscayne, Inc.  
**Address:** 1121 Crandon Boulevard, Key Biscayne, Florida 33149  
**Phone:** 305-361-9114

**Owner's interest in site of the improvement:** Each unit owner has an individual interest in the site of the improvement equal to his proportionate share of the common expenses of the condominium as set forth in the Declaration of Condominium.

**Fee Simple Title Holder (if other than owner):** N/A

**Contractor:** Complete Aluminum General Contractors, Inc. d/b/a Complete General Contracting Group  
**Address:** 1910 Barber Road, Sarasota, FL 34240  
**Phone:** 941-379-9886

**Surety (if any):** Guarantee Company of North America USA, 1 Towne Square, Suite 1470, Southfield, MI 48076-3732  
**Amount of Bond:** \$9,055,812.32, see attached Exhibit "A"  
**Construction Lender:** N/A

**Name & address of person within the State of Florida designated by owner upon whom notice or other documents may be served:**

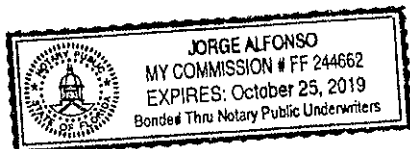
Joseph Maura, Manager  
 The Towers of Key Biscayne, Inc.  
 1121 Crandon Boulevard  
 Key Biscayne, Florida 33149

In addition to himself, owner designates the following person to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.

**Name:** Lisa A. Lerner, Esquire  
**Address:** Siegfried, Rivera, Hyman, Lerner, De La Torre, Mars & Sobel, P.A.  
 201 Alhambra Circle, 11th Floor  
 Coral Gables, FL 33134  
 (305) 442-3334

**Expiration Date:** June 30, 2020

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**



THE TOWERS OF KEY BISCAYNE, INC.  
 By: [Signature]  
 Print Name: Alison Owen  
 Title: Vice President

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of January, 2018, by Alison Owen of the TOWERS OF KEY BISCAYNE, INC., a corporation, on behalf of the corporation. He/She is personally known to me and did not take an oath.

[Signature]  
 NOTARY PUBLIC - State of Florida  
 NAME: Jorge Alfonso



# AIA DOCUMENT A312-2010

## Payment Bond

### CONTRACTOR:

*(Name, legal status and address)*  
Complete Aluminum General Contractors, Inc.  
1910 Barber Road  
Sarasota, FL 34240-9394

### SURETY:

*(Name, legal status and principal place of business)*  
Guarantee Company of North America USA  
1 Towne Square, Suite 1470  
Southfield, MI 48076-3732

### OWNER:

*(Name, legal status and address)*  
Towers of Biscayne, Inc.  
1121 Crandon Blvd.  
Key Biscayne, FL 33149

### CONSTRUCTION CONTRACT

Date: 11/15/2017

Amount: Nine Million Fifty-five Thousand Eight  
Hundred Twelve And 32/100THS (\$9,055,812.32)

Description: *(Name and Location)*  
Towers of Key Biscayne Window Replacement Project

### BOND

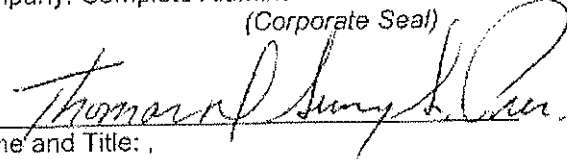
Date: 12/6/2017

Amount: Nine Million Fifty-five Thousand Eight  
Hundred Twelve And 32/100THS (\$9,055,812.32)

Modifications to this Bond:  None  See Section 18

### CONTRACTOR AS PRINCIPAL

Company: Complete Aluminum General Contractors,  
Inc. *(Corporate Seal)*

X:   
Name and Title: ,

### SURETY

Company: Guarantee Company of North America  
USA *(Corporate Seal)*

X:   
Name and Title: Mark Pichowski, Attorney-in-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY—Name, Address and telephone*

AGENT or BROKER:  
Bouchard Insurance P.O. Box 6090 Clearwater, FL 33765

OWNER'S REPRESENTATIVE:  
*(Architect, Engineer or Other Party)*



Exhibit "A"

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made. 80104870

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

The provisions and limitations of Section 713.23, Florida Statutes are incorporated in this payment bond by reference. It is hereby amended such that all provisions and limitations, including conditions, notices and time limitations of Section 713.23, Florida Statutes are incorporated herein by reference. This payment bond is intended to be a statutory bond, not a common law bond.

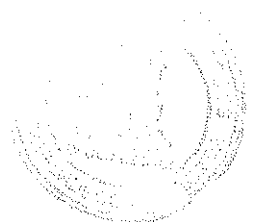
*(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

X: \_\_\_\_\_  
Name and Title:

X: \_\_\_\_\_  
Name and Title:



RIDER TO BE ATTACHED TO BOND NO. 80104870

WHEREAS, on or around November 15, 2017,  
Complete Aluminum General Contractors, Inc. (Principal)  
entered into a contract for  
Towers of Key Biscayne Window Replacement Project (Contract)  
with  
Towers of Biscayne, Inc. (Obligee)  
in the amount of \$9,055,812.32; and

WHEREAS, The Guarantee Company of North America USA (Surety) is willing to execute the required bonds subject to the conditions stated herein.

NOW, THEREFORE, if the principal shall faithfully perform said Contract and guarantee that the work will be free of defective materials and workmanship for a period of one (1) year (12 months) following the completion of the Contract, then upon expiration of one (1) year (12 months) period, the Surety's obligation shall become null and void. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee beyond the one (1) year (12 months) period after the completion of Principal's work.

Except to the extent herein modified, said performance bond and payment bond no. 80104870 shall remain in full force and effect.

SIGNED, SEALED and dated this 6th day of December, 2017.

**PRINCIPAL:**

Complete Aluminum General Contractors, Inc.

By: Thomas J. King, Jr.

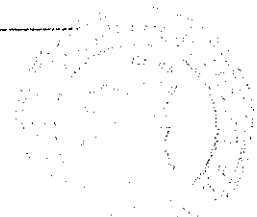
It's: \_\_\_\_\_

**SURETY: The Guarantee Company of North America USA**

By: Mark Pichowski

Mark Pichowski

It's Attorney-in-Fact





# THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Mark Pichowski, John Raymond Bouchard, Nancy Steinberg, Todd George  
Roger Bouchard Insurance, Inc.*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2009. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

Stephen C. Ruschak, Vice President

*Randall Musselman*

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6th day of December 2017



*Randall Musselman*

Randall Musselman, Secretary

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the original form executed on 05 18

*JAN 18*

NOTARY PUBLIC, State of Florida, County of Dade

*Ed HOCHSTETTER*

