

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

BID

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33040
Project Title: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT
Project: IB #10-004

BIDDER'S INFORMATION

Name: Bella Construction of Key West, Inc.
Address: 111 US HWY 1 BOX 110
Rakland Key, FL 33040

Contact Name: Rachel Bashore
Email: rachel@concretebella.com
Telephone: 305-292-9888
Fax: 305-292-9880

Signature:  **Date:** 6.23.10

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of two hundred fifty dollars (\$250.00) 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, , , , , ,
(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 FORM

IB #10-004: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

LUMP SUM BID PRICE

\$ 282,000.00

Bid Total in Words

TWO HUNDRED EIGHTY TWO THOUSAND DOLLARS

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:

| Item # | Description | Qty | Units | Unit Price | Total |
|--------|---|--------|---------|------------|------------|
| 1 | Mobilization/Demobilization | 1 | each | \$3,340. | \$3,340. |
| 2 | Cost for removal and disposal of old wood decking | 30,000 | Sq. ft. | \$1.05 | \$31,500. |
| 3 | Composite Material Only | 18,000 | Sq. ft. | \$7.50 | \$135,000. |
| 4 | Composite Material Installation Labor Only | 18,000 | Sq. ft. | \$1.85 | \$33,300. |
| 5 | Wood Material Only | 12,000 | Sq. ft. | \$2.04 | \$24,480. |
| 6 | Wood Material Installation Labor Only | 12,000 | Sq. ft. | \$1.42 | \$17,040. |
| 7 | Remove/Install Pedestals | 40 | each | \$120. | \$4,800. |

| | | | | | |
|--------------|--|----|------|----------|------------|
| 8 | Remove/Install Light Posts | 12 | each | \$240. | \$2,880. |
| 9 | Remove/Install Transformers | 15 | each | \$240. | \$3,600. |
| 10 | Remove/Install Fire Hose Cabinets | 10 | each | \$60. | \$600. |
| 11 | Remove/Install Gas Pumps | 4 | each | \$1,130. | \$4,520. |
| 12 | Remove/Install Gas Hose Reels | 8 | each | \$125. | \$1,000. |
| 13 | Remove/Install Sewer Pumps | 2 | each | \$600. | \$1,200. |
| 14 | Remove/Install Cable Boxes | 4 | each | \$60. | \$240. |
| 15 | Removal/Install/Replacement of other items (ladders, hose bibs, etc) | 1 | each | \$3,500. | \$3,500. |
| 16 | Contingency | 1 | each | \$15,000 | \$15,000 |
| TOTAL | | | | | \$282,000. |

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

ALTERNATE PRICING IF ONLY COMPOSITE MATERIAL IS USED

| Item # | Description | Qty | Units | Unit Price | Total |
|--------|---|--------|---------|------------|------------|
| 3a | Composite Material Only Harborwalk and Piers | 30,000 | Sq. ft. | \$7.50 | \$225,000. |
| 4a | Composite Material Installation Labor Only Harborwalk and Piers | 30,000 | Sq. ft. | \$1.85 | \$55,500. |

ALTERNATE STRINGER REPLACEMENT

| Item # | Description | Qty | Units | Unit Price | Total |
|--------|--|-----|------------|------------|----------|
| 17 | 2X6 Pressure Treated Wood-material and labor | 400 | Linear ft. | \$8. | \$3,200. |

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: Electrical
Name: Nearshore Electric
Address: 5680 First Ave #5 Key West, FL 33040
Portion of Work: Plumbing
Name: Shawn Hudgins Plumbing
Address: 5607 Third Ave Key West, FL 33040
Portion of Work: Fuel Pump Sub
Name: Hawber Incorporated
Address: P.O. Box 9389 Tavernier FL 33070

BIDDER

The name of the Bidder submitting this Bid is: Bella Construction of Key West, LLC
Doing business at 111 US HWY 1 Box 110
City Rockland Key State FL Zip 33040
Telephone No. 305-292-9888

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

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

| Name | Title |
|-----------------------------|-----------------------|
| <u>Edgar G. Braswell IV</u> | <u>Vice President</u> |
| <u>Daniela Braswell</u> | <u>President</u> |

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 23 day of June, 2010.

(SEAL)

Name of Corporation

By: Bella Construction of Key West, Inc

Title: Daniela Braswell President

Attest: 

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2010.

Signature of Bidder _____

Title _____

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

PROJECT IB #10-004: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. 10-004 for
Key West Bight Harbor Walk/Dock Board Replacement

2. This sworn statement is submitted by Bella Construction of Key West Inc.
(Name of entity submitting sworn statement)

whose business address is 111 US HWY 1 Box 110
Rockland Key, 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 Vice President, Qualifier

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 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 t 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 no 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 II

(Signature)

6-23-10

(Date)

STATE OF Florida

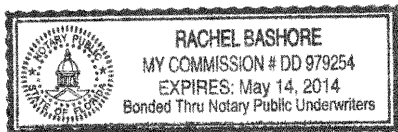
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Edgar G. Braswell, II who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 23 day of June, 2010.

My commission expires: 5-14-14 RB
NOTARY PUBLIC



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

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

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

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

Business Name Bella Construction of Key West, Inc.

Phone: 305. 292. 9888

Current Local Address:
(P.O Box numbers may not be used to establish status)

Fax: 305. 292. 9880

111 US Hwy 1, Box 110
Key West, FL 33040

Length of time at this address 2 1/2 years

[Signature]
Signature of Authorized Representative

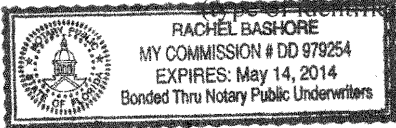
6-23-10

Date

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 23 day of June, 2010.
By Daniela Braswell, of Bella Construction of Key West
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced personally known as identification

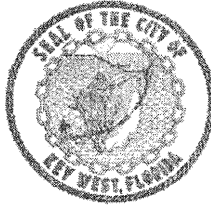
(Type of identification)



[Signature]
Signature of Notary
Rachel Bashore
Print, Type or Stamp Name of Notary

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

Notary Public
Title of Rank



THE CITY OF KEY WEST

Key West Bight
201 William Street
Key West, FL 33040

ADDENDUM 1: IB #: 10-004
KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT:
June 7, 2010

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. The IB incorrectly identified the Composite Decking as 5/4"x 6" Timbertech Grey (shall match existing composite decking on D-dock) or equivalent. It should have stated 2"x 6" Timbertech DockSider Plank Grey (shall match existing composite decking on D-dock) or equivalent.

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

A handwritten signature in black ink, appearing to be "Bella", written over a horizontal line.

Name of Business

Bella Construction of Key West, Inc



THE CITY OF KEY WEST

Key West Bight
201 William Street
Key West, FL 33040

ADDENDUM 2: IB #: 10-004
KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT:
June 16, 2010

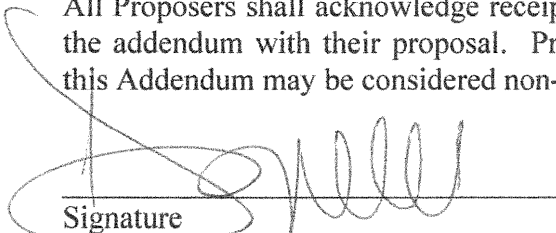
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. The IB incorrectly stated in Section 4, Page 9 that Performance and Payment Bonds are not required as part of this contract. This is incorrect. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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

Signature

Name of Business

 Bella Construction of Key West, Inc

FLORIDA BID BOND

BOND NO. n/a

AMOUNT \$ see below

KNOW ALL MEN BY THESE PRESENTS, that Bella Construction of Key West, Inc. 111 US Hwy 1, Box 110, Key West FL 33040 (305)292-9888, hereinafter called the PRINCIPAL, and American Southern Insurance Company, a corporation duly organized under the laws of the State of Kansas having its principal place of business at 1301 Hightower Trl #210, Atlanta GA 30350 in the State of Kansas and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter called the Obligee, in the sum of Five percent of amount bid, penal sum not to exceed seventeen thousand five hundred dollars DOLLARS (~~\$5% amt bid NTE \$17,500.00~~) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

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

KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT said Bid, by reference thereto, being hereby made a part hereof.

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

KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

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

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

Obligee: City of Key West, P O Box 1409, Key West FL 33041 (305)809-3815

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 23rd day of, June 2010.

Bella Construction of Key West, Inc.

PRINCIPAL

Edgar G. Benswell III

By

American Southern Insurance Company

SURETY

Cheryl L. Torrao

Attorney-In-Fact and FL Licensed Agent
Cheryl L. Torrao

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW
Bldg 400, Ste 800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Donald J. Kersey of Birmingham, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jessica I. Boone of Locust Grove, Georgia; Mary F. Holland of Chamblee, Georgia; Donald H. Gibbs of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Katherine S. Grimsley of Tampa, Florida; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Canton, Georgia; Lloyd Randall Deal of Kennesaw, Georgia; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; or David R. Brett of Columbia, South Carolina; Diane M. Bailey of Phoenix, Arizona; Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 24th day of March, 2008.

Attest: 
Gail A. Lee, Secretary

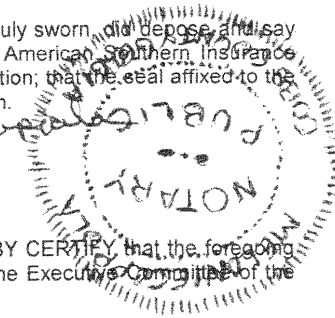
American Southern Insurance Company
By: 
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 24th day of March, 2008, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

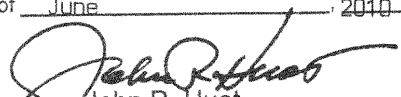
STATE OF GEORGIA
SS:
COUNTY OF FULTON

Melanie Coppola
Notary Public, State of Georgia
Qualified in Cobb County
Commission Expires May 17, 2010



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 23rd day of June, 2010.


John R. Huot
Vice President

Power No. 18875



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BRASWELL, EDGAR GEORGE IV
BELLA CONSTRUCTION OF KEY WEST INC
715 FIRST ST
KEY WEST FL 33040

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

STATE OF FLORIDA AC# 4797782
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC1518284 01/27/10 090202953
CERTIFIED GENERAL CONTRACTOR
BRASWELL, EDGAR GEORGE IV
BELLA CONSTRUCTION OF KEY WEST I
IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2010 L10012700533

DETACH HERE

AC# 4737782

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10012700533

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 01/27/2010, 090202953, CGC1518284

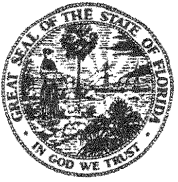
The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

BRASWELL, EDGAR GEORGE IV
BELLA CONSTRUCTION OF KEY WEST INC
5615 THIRD AVENUE
KEY WEST FL 33040

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BRASWELL, EDGAR GEORGE IV
BELLA CONSTRUCTION OF KEY WEST INC
715 FIRST ST
KEY WEST FL 33040

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

License stamp for BRASWELL, EDGAR GEORGE IV, BELLA CONSTRUCTION OF KEY WEST I. Includes AC# 4886906, CGC1518284, and expiration date AUG 31, 2012.

DETACH HERE

4886906

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060700785

Table with columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 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

Bella Construction of Key West, Inc.

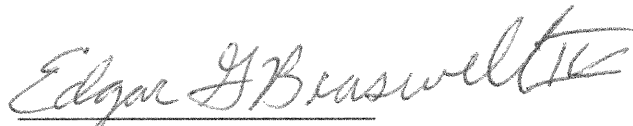
CGC 1518284 • Licensed & Insured General Contractors

June 23, 2010

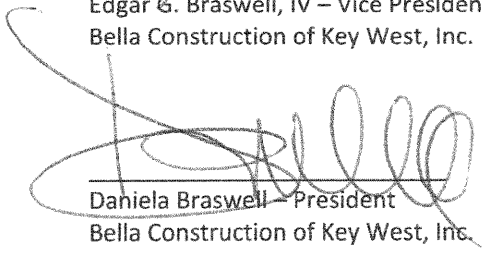
CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

Re: IB #10-004 / PREVIOUS OR EXISTING LEGAL ACTION

This letter is to state that Bella Construction of Key West, Inc. has never had any legal action nor been involved in any type of legal action.



Edgar G. Braswell, IV – Vice President
Bella Construction of Key West, Inc.



Daniela Braswell – President

Bella Construction of Key West, Inc.

BELLA CONSTRUCTION OF KEY WEST, INC.

COMPLETED PROJECTS

| JOB # | JOB NAME | YEAR | CLIENT | CONTRACT AMOUNT | CONTACT INFORMATION |
|-------|-------------------------------|------------|--|-----------------|--------------------------------|
| 101 | S. ROOSEVELT SIDEWALKS | 2007 | THE DEMOYA GROUP | \$ 165,772.00 | CHRIS DEMOYA 305.297.1554 |
| 110 | KEY WEST INTL AIRPORT | 2007 -2009 | MORGANTI GROUP | \$ 356,000.00 | JOE CAPARO 77.260.1911 |
| 111 | MARATHON BOATHOUSE | 2007 | BOTSFORD BUILDERS | \$ 110,272.00 | BRIAN BOTSFORD 305.743.9644 |
| 112 | PARROT KEY RESORT | 2008 | BOTSFORD BUILDERS | \$ 26,116.00 | BRIAN BOTSFORD 305.743.9644 |
| 114 | KEY DEER REFUGE, BIG PINE KEY | 2007 | HERRERA CONSTRUCTION | \$ 72,252.00 | OTTO HERRERA 904.653.1222 |
| 116 | SHARK KEY HOUSE | 2007 | BOTSFORD BUILDERS | \$ 298,122.00 | BRIAN BOTSFORD 305.743.9644 |
| 121 | MARATHON AIRPORT | 2008 | TOPPINO | \$ 40,455.00 | RICHARD TOPPINO 305.296.9934 |
| 124 | FLAGLER FENCE | 2007-2008 | PRITAM SINGH | \$ 253,486.00 | LIZ NEWLAND 305.481.6301 |
| 125 | GUARD SHACK | 2007 | SAUER | \$ 52,100.00 | PAUL CRADDOCK 305.296.2780 |
| 126 | CUDJOE KEY GARAGE | 2007 | BOTSFORD BUILDERS | \$ 44,844.00 | BRIAN BOTSFORD 305.743.9644 |
| 130 | NAS BOCA CHICA | 2007 | SEATECH | \$ 71,726.00 | DAVID MORAN 305.872.0888 |
| 132 | ALTERMAN WAREHOUSE | 2008-2009 | KEY IRON WORKS | \$ 38,305.00 | STEVE HENSON 305.294.0277 |
| 134 | FKA DUCK KEY | 2008 | DN HIGGINS | \$ 107,900.00 | PAUL WATERS 305.292.7889 |
| 136 | HARBOR HOUSE | 2008 | BOTSFORD BUILDERS | \$ 56,000.00 | BRIAN BOTSFORD 305.743.9644 |
| 140 | KEY WEST SURGERY CENTER | 2008 | DOOLEY MACK CONSTRUCTORS CALKINS & KENYON | \$ 117,049.00 | CHUCK EVANS 941.809.8660 |
| 144 | ATLANTIC SHORES | 2008 | CONSTRUCTION | \$ 71,915.00 | RICK 941.628.2783 |
| 146 | PARROT KEY | 2008 | BOTSFORD BUILDERS | \$ 44,220.00 | BRIAN BOTSFORD 305.743.9644 |
| 147 | MARATHON AIRPORT | 2008-2009 | MORGANTI GROUP PEDRO FALCON ELECTRICAL | \$ 283,453.00 | JOE CAPARO 77.260.1911 |
| 156 | JIATF | 2008 | CONTRACTORS | \$ 159,370.00 | CHRISTIAN BRISSON 305.872.2200 |
| 157 | SLABS AT USCG | 2007-2009 | USCG | \$ 83,935.00 | JEFF GLIDEWELL 305.797.5579 |
| 161 | ISLANDER VILLAGE | 2008 | BL BENEWAY | \$ 111,455.00 | NICK ZAPPONE 305.743.4394 |
| 163 | WESTIN PARKING GARAGE | 2008-2009 | NORTH SOUTH CONSTRUCTION | \$ 619,583.00 | KEVIN 603.781.5946 |
| 164 | MARATHON BOATHOUSE | 2008 | BOTSFORD BUILDERS DTC ENGINEERS & | \$ 38,563.00 | BRIAN BOTSFORD 305.743.9644 |
| 166 | BOCA CHICA NAS KEY WEST | 2008 | CONSTRUCTORS PEDRO FALCON ELECTRICAL | \$ 902,542.00 | VAN PAVAO 203.239.4200 |
| 167 | FUEL PUMP STATION | 2008-2009 | CONTRACTORS | \$ 168,963.00 | CHRISTIAN BRISSON 305.872.2200 |
| 170 | SIDEWALKS | 2008 | DN HIGGINS | \$ 52,251.00 | PAUL WATERS 305.292.7889 |
| 187 | NAS BOCA CHICA | 2008-2009 | BAT CONSTRUCTION | \$ 144,460.00 | CHRIS BASS 305.296.6619 |

BELLA CONSTRUCTION OF KEY WEST, INC.

COMPLETED PROJECTS

| JOB # | JOB NAME | YEAR | CLIENT | CONTRACT AMOUNT | CONTACT INFORMATION |
|-------|--|-----------|----------------------------|-----------------|-------------------------------|
| 196 | MARINE OPS FACILITY | 2009 | SAUER | \$ 50,065.00 | PAUL CRADDOCK 305.296.2780 |
| | | | VITERI CONSTRUCTION | | |
| 215 | Upper Keys USCG Housing Bayside Landing for Habitat for | 2008-2010 | MANAGEMENT | \$ 837,725.00 | CARLOS VITERI 757.873.0406 |
| 179 | Humanity | 2008-2010 | ECS | \$ 325,215.00 | NIELS HUBBLE 404.915.1286 |
| 225 | Dockmaster's Office | 2009-2010 | CITY OF KEY WEST | \$ 145,000.00 | DOUG BRADSHAW 305.809.3792 |
| | | | DTC ENGINEERS & | | |
| 230 | UAV Cherry Point NC Building | 2009 | CONSTRUCTORS | \$ 217,545.00 | VAN PAVAO 203.239.4200 |
| 228 | Hageman Residence | 2009 | DL PORTER CONSTRUCTORS | \$ 19,425.00 | COLEEN 941.929.9400 |
| 221 | City of Key West Sidewalks | 2009 | TOPPINO | \$ 79,800.00 | RICHARD TOPPINO 305.296.9934 |
| | | | DTC ENGINEERS & | | |
| 224 | FLY NAVY REPAIR BLDG. C-2076 | 2009-2010 | CONSTRUCTORS | \$ 391,000.00 | SIVIRAM ALTURI 203.239.4200 |
| | | | CALKINS & KENYON | | |
| 235 | EL RANCHO RENOVATION | 2009-2010 | CONSTRUCTION | \$ 470,000.00 | PAUL CALKINS 941.505.2001 |
| 240 | Palm Drive Bridge Replacement | 2010 | TOPPINO | \$ 88,100.00 | RICHARD TOPPINO 305.296.9934 |
| 256 | Trumbo Point Naval A.5 Seawall | 2010 | RALCO ATLANTIC | \$ 22,000.00 | TRAVIS MIDDLETON 305.797.2573 |
| 239 | Trumbo Point Naval A.4 Seawall | 2010 | RALCO ATLANTIC | \$ 233,830.00 | TRAVIS MIDDLETON 305.797.2573 |
| 257 | Palmetto Gun Range | 2010 | ONE CALL CONSTRUCTION | \$ 17,000.00 | DAVE 305.294.0945 |
| | Key West Golf Club Sidewalk | | | | |
| 236 | Replacement | 2010 | KEY WEST GLOF CLUB HOA | \$ 13,000.00 | LYNN LEMBO 305.293.0301 |
| | Key West Health & Rehabilitation | | | | |
| 255 | Center | 2010 | DL PORTER CONSTRUCTORS | \$ 16,600.00 | |
| | Key West USMS Federal | | | | |
| 244 | Courthouse Renovation | 2010 | ENOLA CONTRACTING SERVICES | \$ 17,355.00 | JOHN STILL 850.638.8886 |
| | JIATF South Truman Annex | | HERNANDEZ CONSTRUCTION | | |
| 246 | Sidewalks | 2010 | GROUP | \$ 11,000.00 | ED BRAMAN 954.712.1011 |
| | Habitat for Humanity Stock Island | | | | |
| 241 | Renovation | 2010 | HABITAT FOR HUMANITY | \$ 15,000.00 | NIELS HUBBLE 404.915.1286 |
| | Presbyterian Kirk of the Keys | | PRESBYTERIAN KIRK OF | | |
| 253 | Concrete Remediation | 2010 | MARATHON | \$ 16,800.00 | RICK 612.237.5371 |

BELLA CONSTRUCTION OF KEY WEST, INC.

COMPLETED PROJECTS

| JOB # | JOB NAME | YEAR | CLIENT | CONTRACT AMOUNT | CONTACT INFORMATION |
|-------|-----------------------------|------|------------|-----------------|--------------------------|
| | CITY OF KEY WEST DECORATIVE | | | | |
| 243 | FENCE | 2010 | DN HIGGINS | \$ 70,950.00 | PAUL WATERS 305.292.7889 |
| 245 | UNITED ST STORMWATER | 2010 | DN HIGGINS | \$ 65,390.00 | PAUL WATERS 305.292.7889 |