CXW

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

MEETING DATE: 9/21/05

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton

AGENDA ITEM WORDING: Approval of contract with Koch Corporation for the Noise Insulation Program Ph 4 construction, for the Key West International Airport.

ITEM BACKGROUND: Project will be funded 95% by the Federal Aviation Administration, and 2.5% each by the Florida Department of Transportation, and Passenger Facility Charge Revenue.

PREVIOUS RELEVANT BOCC ACTION: Approval to submit PFC Application # 8, October 15, 2003.

CONTRACT/AGREEMENT CHANGES: New contract

STAFF RECOMMENDATION: Approval

TOTAL COST: 2,876,958.00

BUDGETED: Yes

COST TO AIRPORT: None
COST TO PFC: $71,923.95
COST TO COUNTY: none

SOURCE OF FUNDS: FAA, FDOT, PFC Revenue

REVENUE PRODUCING: No

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney X OMB/Purchasing X Risk Management X

AIRPORT DIRECTOR APPROVAL RJH
Peter J. Horton

DOCUMENTATION: Included X Not Required

AGENDA ITEM # _____

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY
Contract #

Contract with: Koch Corporation

Effective Date: Execution
Expiration Date: 180 days from NTP

Contract Purpose/Description: Noise Insulation Program Ph IV Construction

Contract Manager: Bevette Moore (name) # 5195 (Ext.) Airports - Stop # 5 (Department/ Stop)

for BOCC meeting on: 9/21/05 Agenda Deadline: 9/6/05

CONTRACT COSTS

Total Dollar Value of Contract: $2,876,958.00
Budgeted? Yes
Grant: Yes - FAA
County Match: PFC Revenue

Current Year Portion: None
Account Codes: 404-630107-GAKA104

ADDITIONAL COSTS

Estimated Ongoing Costs: None
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	9/2/05	( ) (X)	RJH Peter Horton	9/2/05
Risk Management	[illegible]	( ) ( )	[illegible] for Risk Management	8/25/05
O.M.B./Purchasing	8/29/05	( ) ( )	Salvatore Zappulla for OMB	8/29/05
County Attorney	/ /	( ) ( )	Pedro Mercado County Attorney	/ /

Comments: Missing all purchasing requirements, should have been in bid package. JC - ATTACHED

Needs statements — Public Entity Etc. - ATTACHED

Key West International Airport - Monroe County -Noise Insulation Program

CONSTRUCTION CONTRACT

THIS AGREEMENT effective 19th day of August, 20 05, between the MONROE COUNTY, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor") and Koch Corporation, (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the Sponsor is the sponsor of the Key West International Airport Noise Insulation Program (hereinafter referred to as the "NIP"); and

WHEREAS, the Sponsor has elected to implement the fourth phase of the NIP (hereinafter referred to as "Phase 4"); and

WHEREAS, the Phase 4 NIP is managed by the consultant team consisting of the prime manager, architect, acoustician and construction manager (hereinafter referred to as the Program Manager"); and

WHEREAS, the Contractor shall perform all necessary work and labor in the Phase 4 NIP (hereinafter referred to as the "Work"); and

WHEREAS, the Work shall be performed in accordance with the approved Phase 4 NIP Construction Drawings dated March 28, 2005 (herinafter referred to as the "Drawings" and the approved Phase 4 NIP Construction Specifications dated March 28, 2005 (hereinafter referred to as the "Specifications"); and

WHEREAS, the Work shall be completed in accordance with the Phase 4 NIP Construction Schedule (hereinafter referred to as the "Schedule"), consisting of the sub-construction construction schedules (1-6) and total construction period schedule: and

Phase 3 Total Construction Period	180 working days
Sub-Construction Period 1 (10 homes)	30 working days
Sub-Construction Period 2 (10 homes)	30 working days
Sub-Construction Period 3 (10 homes)	30 working days
Sub-Construction Period 4 (10 homes)	30 working days
Sub-Construction Period 5 (10 homes)	30 working days
Sub-Construction period 6 (7 homes)	30 working days

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sponsor and the Contractor hereby agree as follows:

That the Contractor in consideration of the payment of the Contract price thereof amounting to **Two Million Eight Hundred Seventy Six Thousand Nine Hundred Fifty Eight** Dollars **($ 2,876,958.00)**, shall perform all work set forth in the Drawings and Specifications, and agrees to furnish all materials (except as specified to be furnished by the NIP), together with all necessary to furnish all necessary equipment, tools, labor, and other means of construction and do and perform all necessary work and labor for the full completion of the Work under Contract No. THC NO. 05KW17, the Work to be performed in accordance with approved Drawings and Specifications and for the price and compensation set forth above and as specified in the Bid Form of the Contractor which is hereto attached and hereby made a part of this agreement. The Work will be performed in accordance with Schedule. Work and payments will be pursuant to and in accordance with Drawings and Specifications, therein set forth and addenda thereto, all being incorporated by reference and being a part of this agreement.

The Contractor agrees to utilize the following Disadvantaged Business Enterprises:

Kenmar General Contracting, LLC

Florida Keys Electric

Contractor agrees that the Work shall be done and performed in a good and workmanlike manner, that all materials and labor shall be in strict conformity in every respect with the Drawings and Specifications for the improvement and shall be subject to inspection and approval of the Sponsor through its duly authorized Program Manager and, in case any material or labor supplied shall be rejected by the Sponsor as defective or unusable, such rejected material shall be removed and replaced with approved material, and the rejected work shall be corrected to the satisfaction and approval of the Sponsor through its authorized Program Manager, at no additional cost or expense to the Sponsor.

Contractor further agrees that he will commence the Work hereunder upon receipt of the executed copy thereof and will complete the Work to the satisfaction and approval of the Program Manager within the time limits specified in Time of Completion and Schedule sections in the Specifications.

It is further agreed that any delay caused by the elements and other causes over which Contractor has no control or by strikes or other combined action of workers employed in the construction or in the transportation of materials, in no part caused or resulting from default or collusion on the part of the Contractor, shall be excused and the time for completion extended to the extent that Program Manager may find and determine such condition to have delayed completion within the time limit through no fault of the Contractor, but the judgment of Program Manager in respect thereto shall be final and conclusive upon the parties. Contractor agrees that neither it nor its Subcontractors shall have any claim for damages against the Sponsor or its agents arising from delays in the Work. Contractor understands that its sole remedy for a delay is an extension of time.

The Sponsor and the Contractor agree that the damages which would be incurred by the Sponsor in the event of delay of the Project would be substantial but are not capable of being precisely calculated as of the execution of this Contract. The Sponsor and the Contractor therefore agree based upon their professional knowledge and experience with projects of this type and their best estimates of the damage associated with delay of the Project that the Contractor (and his surety) shall be liable for and shall forfeit One Thousand Dollars ($1,000.00) from the Contract Sum for each calendar day (Sundays and Holidays included) after the final Completion Date that any part of the Work upon any property remains incomplete, herein stipulated as fixed, agreed, as liquidated damages, and not as a penalty.

It is further understood and agreed that no claim for extra Work done or materials furnished by the Contractor will be allowed except as provided by the Drawings and Specifications, nor shall the Contractor do any work or furnish any materials not covered by the Drawings and Specifications and by this Contract unless such work is first ordered in writing as provided in the Drawings and Specifications. Any extra work done or materials furnished by the Contractor without written order first being given therefore as in the Drawings and Specifications provided shall be at Contractor's risk, cost and expense, and Contractor agrees in such event that he will make no claim for compensation for such extra work or materials.

It is further agreed that in no event shall the contracting officers of the Sponsor be personally liable or responsible in any manner to the Contractor, Subcontractors, suppliers, laborers or to other person or persons whomsoever for claim, demand, damages, actions, or causes of action or character arising out of or by reason of the execution of this agreement or the performance and completion of the Work and improvement provided herein.

Contractor certifies to being not disqualified or debarred from entering into or receiving a Florida Department of Transportation contract, or a municipal State-aid or County State-aid Contract administered by the Department of Transportation as agent of a municipality or county pursuant to Florida Statutes. Further, Contractor agrees not to utilize either directly or indirectly any contractor, corporation, partnership, or business however organized, which is disqualified or debarred from entering into or receiving contract as stated above. This restriction applies regardless of whether the disqualified or disbarred party acts in the capacity of a Contractor, a Subcontractor, or as an equipment or material supplier.

It is further agreed that the Contractor will abide by the provisions of Title VI of the Civil Rights Act of 1964 and Federal Regulations of the Department of Transportation, set forth in Section 00210 of the Specifications, will afford opportunity for Disadvantaged Business Enterprise as set forth in Section 00210 of the Specifications, will comply with restrictions on Federal Public Works Projects as set forth in Section 00210 of the Specifications, will comply with the General Civil Rights Provisions as set forth in Section 00210 of the Specifications, and will comply with Buy American Steel and Manufactured Products for Construction requirements as set forth in Section 00210 of the Specifications.

MONROE COUNTY NOISE INSULATION PROGRAM

By _____

STATE OF FLORIDA)
) SS
MONROE COUNTY)

This instrument was acknowledged before me on _____ day of _____, 20_____, by

_____, as the authorized representative of Monroe County NIP.

_____
Notary Public Signature

(Notarial Seal)

CONTRACTOR

By _____

Title C. Stephen Koch, President

Contractor
Individual & Co-Partnership Acknowledgment

STATE OF FLORIDA)
) SS
MONROE COUNTY)

This instrument was acknowledged before me on _____ day of _____, 20_____,

by _____

_____
Notary Public Signature

(Notarial Seal)

Contractor
Corporate Acknowledgment

STATE OF ~~FLORIDA~~ Kentucky)
Jefferson) SS
~~MONROE~~ COUNTY)

This instrument was acknowledged before me on 22nd day of August, 20 04, by

C. Stephen Koch as the authorized representative(s) of Koch Corporation

_____
Notary Public Signature

(Notarial Seal)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Monroe County Noise Insulation Program (NIP)

PAYMENT AND PERFORMANCE BOND

Part A: Payment Bond

BOND NO. 4392332

KNOW ALL BY THESE PRESENTS, that we, KOCH CORPORATION Contractor, as Principal, whose address is GREAT AMERICAN INSURANCE COMPANY, and Surety _____, whose address is 580 WALNUT STREET CINCINNATI, OH 45202,

duly authorized and licensed to do business in the State of Florida, as Surety, hereinafter called Surety, are held and firmly bound unto the **MONROE COUNTY NOISE INSULATION PROGRAM (NIP)**, as obligee, hereinafter called owner, for the use and benefit of claimants as hereinafter provided in the amount of TWO MILLION EIGHT HUNDRED SEVENTY SIX THOUSAND NINE HUNDRED FIFTY EIGHT AND 00/100 ($2,876,958.00) Dollars, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. **WHEREAS**, Principal has written agreement dated AUGUST 19, 20 05, entered into a contract with Owner for **NIP CONTRACT** THC No. 05KW17, in accordance with drawings and specifications prepared by/for **MONROE COUNTY NIP** which contract is by reference made party of hereof and is required by Section 255.05, Florida Statutes. The said written agreement, drawings, specifications and amendments are hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION, as required by Section 255.05, Florida Statutes, is such that, if the Principal shall faithfully perform the said contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvements or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise is shall remain in full force and effect, subject, however, to the following conditions: 1) No assignment, modification or change of the Contract, or change in the work covered thereby, or any extension of time for the completion of the Contract shall release the sureties on the bond. 2) Not later than one year after the completion of the work under the Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.

Signed and sealed this 19TH day of AUGUST, 20 05

IN THE PRESENCE OF:

KOCH CORPORATION
Name of Principal (Contractor)

Witness Lisa G. Green

By: _____ (Seal)
C. Stephen Koch, President

GREAT AMERICAN INSURANCE COMPANY
Name of Surety

Witness DIANE L. PHELPS

By: _____ (Seal)
THOMAS J. MITCHELL, ATTORNEY-IN-FACT

Monroe County Noise Insulation Program (NIP)

PAYMENT AND PERFORMANCE BOND

Part B: Performance Bond

BOND NO. 4392332

KNOW ALL BY THESE PRESENTS, that we, KOCH CORPORATION Contractor,

as Principal, whose address is 1131 LOGAN STREET, LOUISVILLE, KY 40204, and Surety GREAT AMERICAN INSURANCE COMPANY, whose address is 580 WALNUT STREET, CINCINNATI, OH 45202

duly authorized and licensed to do business in the State of Florida, as Surety, hereinafter called Surety, are held and firmly bound unto **MONROE COUNTY NOISE INSULATION PROGRAM (NIP)**, as obligee, hereinafter called owner, for the use and benefit of claimants as hereinafter provided in the amount of TWO MILLION EIGHT HUNDRED SEVENTY SIX THOUSAND NINE HUNDRED FIFTY EIGHT AND 00/100 ($2,876,958.00) Dollars, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. **WHEREAS**, Principal has written agreement dated AUGUST 19, 20 05, entered into a contract with Owner for **NIP CONTRACT** THC NO. 05KW17, in accordance with drawings and specifications prepared by/for **MONROE COUNTY NIP** which contract is by reference made party of hereof and is required by Section 255.05, Florida Statutes. The said written agreement, drawings, specifications and amendments are hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION, if the Principal shall faithfully complete the Contract(s) according to its terms and shall save the Monroe County NIP harmless from all cost and charges that may accrue on account of the doing of the Work specified and shall pay all costs of enforcement of the terms of the bond, if action is brought thereon, including reasonable attorney's fees, costs and disbursements, in any case in which such action is successfully maintained, or successfully appealed, and shall comply with the laws of the state appertaining to such Contract(s), then this obligation shall be void but otherwise it shall remain in full force and effect pursuant to Florida Statutes.

Signed and sealed this 19TH day of AUGUST, 20 05

IN THE PRESENCE OF:

KOCH CORPORATION
Name of Principal (Contractor)

Witness Lisa G. Green

By: C. Stephen Koch (Seal)
C. Stephen Koch, President

GREAT AMERICAN INSURANCE COMPANY
Name of Surety

Witness DIANE L. PHELPS

By: (Seal)
THOMAS J. MITCHELL, ATTORNEY-IN-FACT

TERRORISM COVERAGE RIDER

NOTICE-DISCLOSURE OF TERRORISM COVERAGE AND PREMIUM

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an Act of Terrorism. The Act provides that, to be certified, an Act of Terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

To be attached to and form part of Bond No. 4392332, effective AUGUST 19, 2005. In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Great American Insurance Company, its affiliates (including, but not limited to Great American Alliance Insurance Company, Great American Insurance Company of New York and Great American Assurance Insurance Company) is the surety.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the terms of the Act. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

This Coverage Part/Policy covers certain losses caused by terrorism. In accordance with the Federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage arising from losses for Terrorist Acts Certified under that Act.

The portion of your annual premium that is attributable to coverage for Terrorist Acts Certified under the Act is : $:00.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Six

No. 0 **17163**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
Steven M. Garrett	Deborah A. Yates	all of	all
William A. Kantlehner, III	Jeffrey A.Brown	Louisville, Kentucky	Unlimited
Thomas J. Mitchell	Diane L. Phelps		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of January, 2002

Attest GREAT AMERICAN INSURANCE COMPANY

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22nd day of January, 2002, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 19TH day of AUGUST, 2005

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

RECEIVED
JUN 13 2005
KOCH CORP.

KOCH CORPORATION
1131 LOGAN ST
LOUISVILLE KY 40204

Pd
By
Credit Card
$59.00

STATE OF FLORIDA AC# 2014284
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

QB29549 05/31/05 040952307

QUALIFIED BUSINESS ORGANIZATION
KOCH CORPORATION

(NOT A LICENSE TO PERFORM WORK. ALLOWS COMPANY TO DO BUSINESS IF IT HAS A LICENSED QUALIFIER.)
IS QUALIFIED under the provisions of CH 489 FS.
Expiration date: AUG 31, 2007 L0505310064

DETACH HERE

AC# 2014284 STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L0505310064

DATE	BATCH NUMBER	LICENSE NBR
05/31/2005	040952307	QB29549

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2007
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

KOCH CORPORATION
1131 LOGAN ST
LOUISVILLE KY 40204

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR
SECRETARY

CERTIFICATE OF LIABILITY INSURANCE

DATE 08/22/2005

PRODUCER
Garrett-Stotz Company
601 1 Brownsboro Park Blvd
Suite B
Louisville KY 40207-1292

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Koch Corporation
P. O. Box 4398
Louisville KY 40204

INSURERS AFFORDING COVERAGE

INSURER A: Amerisure Companies
INSURER B: Great American Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	CPP 1322729 *	12/31/2004	12/31/2005	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CA 1322730	12/31/2004	12/31/2005	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CU 1322731	12/31/2004	12/31/2005	EACH OCCURRENCE	$ 5,000,000
					AGGREGATE	$ 5,000,000
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 132177002	12/31/2004	12/31/2005	X WC STATUTORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$ 100,000
					E.L. DISEASE - EA EMPLOYEE	$ 100,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER EQUIP.FLOATER BUILDERS RISK	CPP 1322729 BINDER *	12/31/2004 08/22/2005	12/31/2005 04/22/2006	$80,000 PER ITEM & AGGREGATE LIMIT $2,876,958.00	

ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

.LL WORK INCLUDING NIP CONTRACT THC NO. 05KW17, RESIDENTIAL SOUND INSULATION PROGRAM HASE 4; *ADDL INSURED IS CERTIFICATE HOLDER AS THEIR INTEREST MAY APPEAR.

ERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

MONROE COUNTY NOISE INSULATION PROGRAM (NIP)
1100 SIMONTON ST.RM.2-213
KEY WEST FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SECTION 00450

NON-COLLUSION AFFIDAVIT

I, Lisa G. Green

according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Asst. Secretary

   of the firm of Koch Corporation

   the bidder making the Proposal for the project described in the notice for calling for bids for:

   Key West International Airport Noise Insulation Program - Phase 4

   and that I executed the said proposal with full authority to do so;

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that the Sponsor relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signed by: [signature] June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005, Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

[signature]
SIGNATURE OF NOTARY PUBLIC

Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

END OF NON-COLLUSION AFFIDAVIT

SECTION 00451

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

" Koch Corporation "
(Name of Business)

"... warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

Signed by: [signature] June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005, Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

Barbara S Mellenie (Wissing)
SIGNATURE OF NOTARY PUBLIC

Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

END OF LOBBYING AND CONFLICT OF INTEREST CLAUSE

SECTION 00452

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

" Koch Corporation "
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be impose upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilt or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any state, for a violation occurring in the workplace no later that five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signed by: [signature] June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005, Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

[signature]
SIGNATURE OF NOTARY PUBLIC

Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

END OF DRUG-FREE WORKPLACE FORM

SECTION 00453

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by checking the appropriate blank spaces. Failure to complete these blanks may be grounds for rejection of Proposals.

1. The Bidder has __X__ has not _____ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-14 and 41 CFR 60-2.

2. The Bidder has __X__ has not _____ participated in any previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.

3. The Bidder has __X__ has not _____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).

4. The Bidder does __X__ does not _____ employ fifty (50) or more employees.

Signed by: _____ June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005, Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

Barbara Helene Wissing
SIGNATURE OF NOTARY PUBLIC

Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

END OF EEO REPORT STATEMENT

SECTION 00454

DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Bidder shall complete the following statement by checking the appropriate box (check one only). Failure to complete this statement may be grounds for rejection of Bid.

[✓] The Bidder assures that he shall meet the requirements of the DBE Provisions, for the Monroe County's DBE Policy and Program, and shall utilize not less than the prescribed goal of 15.5% DBE participation (See Page 00454-2).

[ ] The Bidder is unable to assure DBE participation of the prescribed goal of 15.5% in this Contract, but shall provide for a minimum of _____ ____ percent (_____%) participation.
(If this box is checked, Bidder shall fill in the percentage blanks and document on a separate attachment to this Assurance, his efforts in attempting to meet the goal as instructed in "A Means to Ensure that Competitors Make Good Faith Efforts to Meet the DBE Goal" on Page 00454-2.)

Signed by: _____ June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005 Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

Barbara S. Mellen Wasson
SIGNATURE OF NOTARY PUBLIC
Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

SECTION 00454

A MEANS TO ENSURE THAT COMPETITORS MAKE GOOD FAITH EFFORTS TO MEET THE DBE GOAL

This solicitation will include a statement that the apparent successful competitor will be required to submit DBE participation information and that as a condition of receiving the contract, the competitor must meet the DBE goal or demonstrate to the Sponsor that it made good faith efforts. The actual clause to be used is:

"The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 15.5 percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit information concerning the DBEs that will participate in the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A Bid that fails to meet these requirements will be considered non-responsive."

The DBE participation information will be required prior to committing the Sponsor to award the contract to the apparent successful competitor.

A Bidder may not meet the requirements of the bid specification by stating that it will accomplish all work of the contract using its own employees. It, first, must demonstrate to the Sponsor's satisfaction, that it made good faith efforts to meet the goal, and despite those efforts, was unable to subcontract any of the work to DBEs.

SECTION 00454

REQUIRED CLAUSES FOR FAA-ASSISTED CONTRACTS

The following clauses should be included in all FAA-assisted contracts (but not in leases) between the sponsor and any contractor:

Policy: "It is the policy of the Department of Transportation that disadvantage business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement."

DBE Obligation: "The recipient or its contractors agrees to ensure that disadvantage business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

Section 26.13(b) requires sponsors to advise each contractor and subcontractor who performs on an FAA-assisted project that failure to carryout the above requirements shall constitute a breach of contract. The following clause may be used for this purpose:

"All bidders, potential contractors, or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the recipient and the FAA."

SECTION 00454

SCHEDULE OF DBE PARTICIPATION

Name and Address of DBE Subcontractor	Type of Work Subcontracted	Dollar Value of Work
Florida Keys Electric 5730 2nd Ave. Key West, FL 33040	Electrical Work	248,625.00
KEN MAR GENERAL CONTRACTING 1075 DUVALL KEY WEST FL 33040	HURRICANE SHUTTER	228,656.00

Total Dollar Value of DBE Subcontracted Work $ 477,281.00

Total Dollar Value of Bid $ 2,876,958.00

Total DBE Percentage (rounded to nearest 1/10 percent) 17 %

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule, conditioned upon execution of a contract with the Sponsor.

Signed by: [signature] June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005 Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

Barbara S Millner (Wissing)
SIGNATURE OF NOTARY PUBLIC

Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

SECTION 00454

DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT

I. Raymond Vazquez

according to law on my oath, and under penalty of perjury, depose and say that:

I am President

of the firm of Florida Keys Electric Inc.

whose address is 5730 2nd Ave Keywest Fl. 33040

I hereby declare and affirm that I am a ✓ Minority (MBE) or _____ Female (WBE) Business Enterprise as defined by 49 CFR Part 26, and that I will provide information to document this fact.

This firm is interested in bidding on the following categories of work being procured for the Key West International Airport Noise Insulation Program - Phase 4:

This firm has current DBE / MBE / WBE certification from the following agencies:

Keywest International Airport, Marathon Airport

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

Signed by: [signature] 5/26/05 (Date)

STATE OF: Florida

COUNTY OF: Monroe

On this 26th day of May, in the year 2005 Raymond Vazquez who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

[signature]

SIGNATURE OF NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
T. Garcia
Commission #DD383258
Expires: JAN. 03, 2009
Bonded Thru Atlantic Bonding Co., Inc.

END OF DBE ASSURANCE

SECTION 00455

CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND ($10,000.00) DOLLARS (US $) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand ($10,000.00) dollars (US) which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signed by: _____ June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005 Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

Barbara S Mellen (Assing)
SIGNATURE OF NOTARY PUBLIC

Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

END OF CERTIFICATE OF NON-SEGREGATED FACILITIES

SECTION 00456

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – 49 CFR PART 29
(Version 1, 1/5/90)

The bidder certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause with modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/ offeror/ contractor of any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Signed by: _____ June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005 Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

SIGNATURE OF NOTARY PUBLIC

Notary Public, State at Large, KY
My Commission expires Sept. 8, 2006

END OF CERTIFICATION REGARDING DEBARMENT, ETC.

SECTION 00457

CERTIFICATION REGARDING FOREIGN PARTICIPATION

The Contractor or subcontractor, by submission of an offer and/or execution of a contract certifies that it:

1. Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on this said list for use on the project, The Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. This Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United State of American and the making of a false, fictitious, fraudulent certification may render the maker subject to prosecution under Title 18, United State Code, Section 1001.

Signed by: [signature] June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005 Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

[signature]
SIGNATURE OF NOTARY PUBLIC

Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

SECTION 00458

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to the Sponsor

by Lisa G. Green

for Koch Corporation

whose business address is:

1131 Logan Street

Louisville, KY 40204

And (if applicable) its Federal Employer Identification Number (FEIN) is 61-0461707

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____)

2. 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 of 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, or material misrepresentation.

3. 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 or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. 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 a 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6 Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signed by: _____ June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005 Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

SIGNATURE OF NOTARY PUBLIC

Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

END OF SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 00459

BUY AMERICAN CERTIFICATION

1. The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this Contract, as defined in (2) below.

2. The following terms apply to this clause:

   A. Steel and Manufactured Products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds sixty (60%) percent of the cost of all its components and final assembly has taken place in the United States.

   B. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

   C. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

By submitting a Bid under this solicitation, except for those items listed by the Bidder below or on a separate and clearly identified attachment to this Bid, the Bidder certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American – Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

A list of articles, materials, and supplies excepted from this provision is attached in Section 00210 of these Contract Documents.

PRODUCT	COUNTRY OF ORIGIN
None	

Signed by: _____ June 1, 2005
(Must be same signature as on Bid Form) (Date)

STATE OF: Kentucky

COUNTY OF: Jefferson

On this 1st day of June, in the year 2005 Lisa G. Green who is personally known to me, or who produced satisfactory identification, affixed his/her signature in the space provided above.

Barbara S Mellner (Young)
SIGNATURE OF NOTARY PUBLIC
Notary Public, State at Large, KY
My commission expires Sept. 8, 2006

END OF BUY AMERICAN CERTIFICATION