

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ Five Percent of the Amount Bid (5%)

KNOW ALL MEN BY THESE PRESENTS, that U S Fence & Gate, Inc.

hereinafter called the Contractor (Principal), and Western Surety Company

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: Five Percent of the Amount Bid

DOLLARS (\$ 5%), 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 Proposal for **FENCING REPLACEMENT TRUMAN ANNEX.**

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

ITB 12-029: Ornamental Fencing Replacement NASKW

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

JUNE 1, 2012

FLORIDA BID BOND
00 43 13 - 1

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 18th day of July, 2012

Mark A. Coolbaugh
Florida Resident Agent, Mark A. Coolbaugh

U S Fence & Gate, Inc.
Principal

By: [Signature]
David Hinds, President
Western Surety Company

Surety

By: [Signature]
Attorney-In-Fact, Steven P. Thibodeaux

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven P Thibodeaux, Annette B Meche, Individually

of Lake Charles, LA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 31st day of August, 2011.



WESTERN SURETY COMPANY

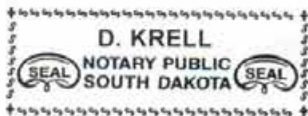
Paul T. Bruflat, Senior Vice President

State of South Dakota } ss
County of Minnehaha }

On this 31st day of August, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of July, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name U.S. FENCE & GATE, INC. CtlNbr:0022021
Location Addr 222 BUNKER RD
Lic Nbr/Class 12-00027154 CONTRACTOR - SPEC FENCING
Issue Date: July 17, 2012 Expiration Date: September 30, 2012
License Fee \$32.57
Add. Charges \$0.00
Penalty \$0.00
Total \$32.57
Comments:

This document must be prominently displayed.

U.S. FENCE & GATE, INC.

U.S. FENCE & GATE, INC.

222 BUNKER RD

LAKE CHARLES LA 70615

Report created: 7/17/12 16:05
Date: 7/17/12 16:05
Time: 16:05
User: J. HINDS
Printed: 7/17/12 16:05
Time: 16:05

CITY OF KEY WEST
CERTIFICATE OF COMPETENCY
3578 THIS IS TO CERTIFY

That David Hinds

is duly registered as a

Fencing Contractor

in conformity with the regulations of the City of Key West.

NOTE TO BIDDER: Use preferably BLACK ink for completing this Bid form.

BID FORM

To: The City of Key West
Address: 3140 Flagler Ave, Key West, Florida 33040
Project Title: Ornamental Fencing Replacement NASKW
City of Key West Project No.: ITB 12-029

Bidder's contact for additional information on this Bid:

Company Name: U.S. FENCE & GATE, INC.
Contact Name: JOSH KALENA, PROJECT MANAGER
Telephone: (C) 337-802-1661 - (O) 409-883-6800

BIDDER'S DECLARATION AND UNDERSTANDING

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

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

JULY 16, 2012

BID FORM
00 41 13 - 1

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 TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 150 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 150 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner **\$200** per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner **\$200** for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 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1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271</

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.”

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

SPALLING AND STUCCO REPAIR

All quantities for masonry are estimated. As each phase or section of work begins, the Contractor shall mark and measure areas to be repaired. Actual quantities of such work shall be paid at the prescribed unit prices.

JULY 16, 2012

BID FORM
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5. 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:

BELLA CONSTRUCTION OF KEY WEST INC.
Name
111 US HWY 1 KEY WEST, FL. 33040
Street City State Zip

MILLENNIUM PAINTING OF KEY WEST, INC.
Name
1154 DELUSSAN CUDJOE KEY FL. 33042
Street City State Zip

N/A
Name
N/A
Street City State Zip

N/A
Name
N/A
Street City State Zip

Surety
WESTERN SURETY COMPANY whose address is
P.O. Box 5071 SIOUX FALLS SD. 57117
Street City State Zip

JULY 16, 2012

BID FORM
00 41 13 - 7

Bidder

The name of the Bidder submitting this Bid is U.S. FENCE & GATE, INC.

_____ doing business at

222 BUNTER RD.

Street

LAKE CHARLES

City

LA - 70015

State

Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

DAVID HINDS - PRESIDENT | 100% SHARE HOLDER

PAM HINDS - SECRETARY | TREASURER

w/a

If Sole Proprietor or Partnership

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

JA
Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17 day of 2012.



U.S. FENCE GATE, INC.
Name of Corporation

By: 

Title: PRESIDENT

Attest: Pam Ninds

Secretary

END OF SECTION

JULY 16, 2012

BID FORM
00 41 13 - 9

**ARTICLES OF INCORPORATION
OF
U.S. FENCE & GATE, INC.**

The undersigned, acting pursuant to the Business Corporation Law of Louisiana,
adopts the following Articles of Incorporation.

STATE OF LOUISIANA

I hereby certify that this is a true
and correct copy, as taken from the
original on file in this office.

**ARTICLE I
Name**

The name of the corporation is: **U.S. FENCE & GATE, INC.**

Fox McKeithen
Secretary of State

**ARTICLE II
Purpose**

DEC 04 '95

The purpose of the corporation is to engage in any lawful activity for which corporations may be formed under the Louisiana Business Corporation Law and to the extent not prohibited thereby, to enter upon and engage in any kind of activity of any nature whatsoever in any other state, nation, territory or country to the extent permitted by the laws of such other state, nation, territory or country.

**ARTICLE III
Capital**

This corporation has authority to issue an aggregate of 2000 shares of capital stock, all of which are designated common stock having no par value per share.

ARTICLE IV

Incorporator

The name and post office address of each incorporator is:

**DAVID R. HINDS
510 Ann Street
Lake Charles, LA 70601**

ARTICLE V

Reversion

Cash, property or share dividends, shares issuable to shareholders in connection with a reclassification of stock, and the redemption price of redeemed shares, which are not claimed by the shareholders entitled thereto within one year after the dividend or redemption price became payable or the shares became issuable, despite reasonable efforts by the corporation to pay the dividend or redemption price or deliver the certificates for the shares to such shareholders within such time, shall, at the expiration of such time, revert in full ownership to the corporation, and the corporation's obligation to pay such dividend or redemption price or issue such shares, as the case may be, shall thereupon cease; provided that the board of directors may, at any time, for any reason satisfactory to it, but need not, authorize (a) payment of the amount of any cash or property dividend or redemption price, or (b) issuance of any shares, ownership of which has reverted to the corporation pursuant to this Article, to the entity who or which would be entitled thereto had such reversion not occurred.

ARTICLE VI

Directors

Any director absent from a meeting of the Board of Directors or any committee thereof may be represented by proxy by any other director or shareholder, who may cast the vote of the absent director according to the written instructions, general or special, of the absent director.

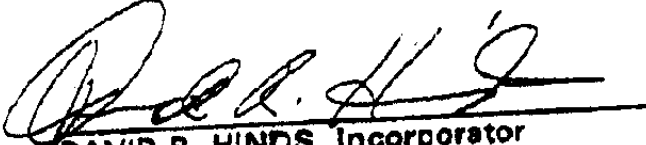
**ARTICLE VII
Preemptive Rights**

Shareholders shall have preemptive rights.

**ARTICLE VIII
Non-Unanimous Written Shareholder Consent**

Unless otherwise prohibited or limited by law, or other provisions of these articles, any action of this corporation may be authorized by written consent of two-thirds (2/3) of all shareholders without the necessity of a shareholders' meeting.

DATE: December 1, 1995

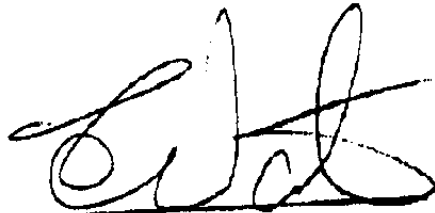


DAVID R. HINDS, Incorporator

STATE OF LOUISIANA
PARISH OF CALCASIEU

ACKNOWLEDGMENT

On this 1st day of December, 1998, BEFORE ME, personally appeared DAVID R. HINDS, to me known to be the person described in and who executed the foregoing Articles of Incorporation of U.S. FENCE & GATE, INC., and acknowledged that he executed it as his free act and deed.



NOTARY PUBLIC

INITIAL REPORT BY DOMESTIC CORPORATION

STATE OF LOUISIANA

PARISH OF CALCASIEU

**TO: Secretary of State
Baton Rouge, Louisiana**

Complying with R.S. 1950, 12:101, U.S. FENCE & GATE, INC. hereby makes its initial report as follows:

Location and Post Office address of its Registered Office:

**510 Ann Street
Lake Charles, LA 70601**

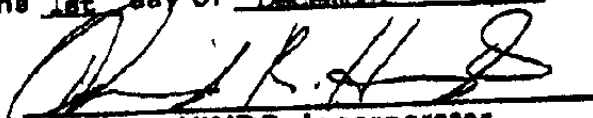
Name and Post Office address of each of its Registered Agents:

**JAMES A. WATSON
RODDY & WATSON
400 E. College
Lake Charles, LA 70605**

Name and Addresses of the First Directors:

**David R. Hinds
510 Ann Street
Lake Charles, LA 70601**

DATED at Lake Charles, Louisiana, on the 1st day of December, 1995.


DAVID R. HINDS, Incorporator

UNITED STATES OF AMERICA

JOE McKEITHEN

SECRETARY OF STATE

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on
a copy of the Articles of Incorporation and Initial Report
of

U.S. FENCE & GATE, INC.

Domiciled at Lake Charles, Louisiana, Parish of Calcasieu,

A corporation organized under the provisions of R.S. 1950,
Title 12, Chapter 1, as amended,

By Act executed on December 1, 1995, and acknowledged on
December 1, 1995, the date when corporate existence began,

Was filed and recorded in this office on December 4, 1995,
in the Record of Charters Book 345,

And all fees having been paid as required by law, the
corporation is authorized to transact business in this
State, subject to the restrictions imposed by law, including
the provisions of R. S. 1950, Title 12, Chapter 1, as
amended.

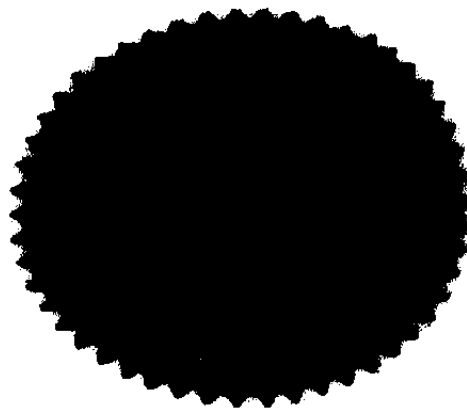
In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on

December 4, 1995

Joe McKeithen

ABA

Secretary of State



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

Truman Annex Itemized Unit Prices

Item	Description	Quantity	Unit	Rate	Cost
1	RAPID Gate costs	1	LS	2,000.00	2,000.00
2	Concrete spall repairs on columns	15	CF	1,680.00	25,200.00
3	Stucco Repairs	500	SF	12.00	6,000.00
4	Paint Columns & Curbs 2 Coats (Per LF of fencing)	5972	LF	12.05	71,962.60
5	Demolition and removal of short caps: Sheet C-3	40	EA	95.00	3,800.00
6	Formed and Poured Square Concrete Caps Sheet C-3	40	EA	360.00	14,400.00
7	Demolition and removal of half-height CBS wall	526	LF	45.50	23,933.00
8	Formed and Poured 8" peaked curb: Sheet C-5 (Detail 10.1)	526	LF	49.50	26,037.00
9	Provide and Install 8'H 3-rail security fence	5972	LF	96.15	574,207.80
10	Remove and dispose of 8'H imitation iron fence (1500 LF to be turned over to City)	5972	LF	7.28	43,476.16
11	Provide and install access gates,	10	LF	450.00	4,500.00
12	Provide and install 316SS custom fabricated "fans"	3	EA	3,200.00	9,600.00
13	Concrete Curb repair Sheet C-6	140	CF	181.00	25,340.00
14	Concrete Caps Section 5a (Sheet C-5 Detail 4.1 and 4.2)	13	EA	396.00	5,148.00
Subtotal - Truman Annex					835,604.56/xx
Unless stipulated otherwise, all unit prices are to include procurement, delivery, and installation of materials, required equipment, tools, and safety gear, demolition, removal and disposal of waste, clean-up and restoration of facilities and grounds to original or better condition. Painting and masonry repair unit costs to include all materials and labor costs for cleaning, surface preparation, and finishing. All material quantities are estimated. Payouts will be on actual, installed quantities.					

BID FORM
00 41 13 - 4

JULY 16, 2012

Trumbo Point Itemized Unit Prices

Item	Description	Quantity	Unit	Rate	Cost
15	Extend height of existing concrete 16" sq. pilasters from 72" nom. to 96" min. Sheet C-4	49	EA	525.00	25,725.00
16	Stucco refinishing extended pilasters (and prep/prime for paint)	2090	SF	7.50	15,675.00
17	Paint pilasters & caps (two coats)	1166	LF	5.88	6,856.08
18	Provide and Install 8'H 3-rail security fence	1166	LF	106.00	123,596.00
19	Demolition and removal of existing precast caps	49	EA	92.00	4,508.00
20	Remove and dispose of 6'H imitation iron fence	1166	LF	5.68	6,622.88
21	Formed and Poured Square Concrete Caps	49	EA	350.00	17,150.00
Subtotal ~ Trumbo Point					200,132.96
Unless stipulated otherwise, all unit prices are to include procurement, delivery, and installation of materials, required equipment, tools, and safety gear, demolition, removal and disposal of waste, clean-up and restoration of facilities and grounds to original or better condition. Painting and masonry repair unit costs to include all materials and labor costs for cleaning, surface preparation, and finishing. All material quantities are estimated. Payouts will be on actual, installed quantities.					

LUMP SUM BASE BID – TOTAL OF ALL EXTENDED UNIT PRICES

ONE MILLION, THIRTY FIVE THOUSAND, SEVEN HUNDRED THIRTY SEVEN Dollars
 (Amount written in words has precedence)
 and FIFTY TWO Cents

TOTAL LUMP SUM BASE BID

\$ 1,035,737.52
 (numerals)

JULY 16, 2012

BID FORM
 00 41 13 - 5

ALTERNATE BID ITEMS

Item	Description	Quantity	Unit	Rate	Cost
Alternate Bid Item #1					
1a	Section 9 Provide and install 8'H fence	596	LF	77.20	46,011.20
1b	Section 9 Paint Columns & Curbs 2 Coats (Per LF of fencing)	596	LF	14.09	8,397.64
1c	Section 9 Remove and dispose of 8'H imitation iron fence	596	LF	5.15	3,069.40
1d	Section 9 Provide and install gates, removing existing gates.	14	LF	576.00	8,064
Subtotal - Alternate Bid Item #1				65,542.24/xx	
Alt. Bid Item #2	Section 1 – Additional cost to substitute Aluminum 8'H fence for Galvanized fence	350	LF	35.65	12,477.50
Alt. Bid Item #3	Section 2 – Additional cost to substitute Aluminum 8'H fence for Galvanized fence	752	LF	34.75	26,132.00
Alt. Bid Item #4	Section 5A – Additional cost to substitute Aluminum 8'H fence for Galvanized fence	135	LF	37.50	5,062.50
Alt. Bid Item #5	Section 13 – Additional cost to substitute Aluminum 8'H fence for Galvanized fence	72	LF	54.25	3,906.00
Alt. Bid Item #6	Section 1 – Additional cost to substitute 316SS 8'H fence for Galvanized fence ²	350	LF	N/A	N/A
Alt. Bid Item #7	Section 2 – Additional cost to substitute 316SS 8'H fence for Galvanized fence ²	752	LF	N/A	N/A
Alt. Bid Item #8	Section 5A – Additional cost to substitute 316SS 8'H fence for Galvanized fence ²	135	LF	N/A	N/A
Alt. Bid Item #9	Section 13 – Additional cost to substitute 316SS 8'H fence for Galvanized fence ²	72	LF	N/A	N/A

Alternate Bid Items Notes:

1. Section numbers refer to fencing sections as depicted on Sheet 00 82 02 in Section 3 - Drawings and Specifications.
2. Alternate bid items # 6 through #9 inclusive are for substitution of 316 Stainless Steel fencing sections which may not be commercially available. If bidder enters **n/a** for any or all of these four Alternate Bid Items and submits in writing the reason(s) for not submitting a cost for these items, such bids shall still be considered responsive and shall not be disqualified. If such a bidder shall prevail and be awarded this contract, the City may at its discretion deduct the four affected sections from the base contract without affecting the unit prices as applied to all other sections.
3. Alternate bid items #2 through #9 shall have a black power coated finish. Cost of this finish shall be included in the unit prices
4. All material quantities are estimated. Payouts will be on actual, installed quantities.

BID FORM
00 41 13 - 6

JULY 16, 2012

U. S. Fence & Gate, Inc.

P.O. Box 1926
Lake Charles, Louisiana 70602

TO: CITY OF KEY WEST, FL
ATTENTION: TERRENCE JUSTICE
FROM: DAVID HINDS, PRESIDENT OF U.S. FENCE & GATE, INC.
SUBJECT: ALTERNATE EXCLUSIONS
DATE: 07/17/2012

CITY OF KEY WEST, FL,

PER THE ALTERNATE BID FORM, WE ARE UNABLE TO PROVIDE PRICING FOR ALTERNATE ITEMS 6, 7, 8, & 9 BECAUSE THOSE ITEMS ARE NOT AVAILABLE BY AMERISTAR FENCE PRODUCTS. WE HAVE SHOWN N/A IN THOSE RESPECTIVE BLANKS ON OUR BID FORM.

REGARDS,

A handwritten signature in blue ink, appearing to read 'David Hinds', is written over a horizontal line.

DAVID HINDS, PRESIDENT OF U.S. FENCE & GATE, INC.



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 330-40

ADDENDUM #1
Ornamental Fencing Replacement
Invitation to Bid: 12-029
13 July 2012

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

1. The Engineering cost estimate for this project is \$1,600,000 dollars
2. A valid, current Florida Contractors License is required under this contract. Proof shall be submitted with the bid.
3. A single Right Of Way Permit (\$50) is required under this project to cover all locations. Contractor shall evaluate each location and develop a MOT program.
4. Contractor is to be aware that while working on the mole a cruise ship may be present. Contractor's efforts shall not impede traffic flow while a cruise ship is present.
5. All Contractor and subcontractor employees working on the project sites shall be in possession of a Rapid Pass ID Card. Contractor shall include in his bid cost to obtain.
6. Aerial: Replace the site location acrials with those the attached.
7. Estimated Quantities for Fencing Repair ITB 12-029: Delete this sheet.
8. Bid Sheet: A revised bid sheet is attached.
9. From September 12 to September 21,2012 the U.S. Navy will be holding a UNITAS Exercise at the Mole. No work will be permitted in the Mole Port Operations Area during this time. No temporary fencing will be allowed to secure the Mole Port Operations Area during this period
10. In November 2012 the annual Power Boat Races (1 week) will occur and no work will be permitted at the Mole Port Operations area. No temporary fencing will be allowed to secure the Mole Port Operations area during this period
11. Contractor is responsible for clearing as required to access work. Established landscaping shall be returned to its original condition. Mangroves shall be tied



THE CITY OF KEY WEST

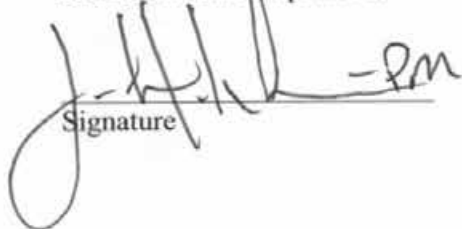
3140 Flagler St,
Key West, Florida 330-40

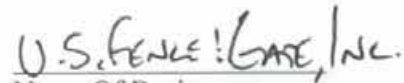
ADDENDUM #2
Ornamental Fencing Replacement
Invitation to Bid: 12-029
16 July 2012

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

1. Replace the Bid Form (9 pages) with the one attached.
 - a. Spalling repairs: changed units from SF to CF.
 - b. Quantity of pilasters Section 14 is corrected.
2. Bidders' attention is called to the fact that this ITB provides estimated quantities. Payment will be based on actual quantities as verified in the field.
3. Intermediate metal posts being removed shall be removed to a minimum of 4" below grade or 4" below existing concrete surface.
4. Bidder may meet the "licensed contractor" requirement by submitting a certificate of competency issued by the City of Key West Chief Building Official which will require certification by another Florida county or municipality with which the City of Key West maintains a reciprocity agreement. In such case, the bidder must also submit a valid City of Key West Business Tax License receipt, the cost of which is to be borne by the bidder.

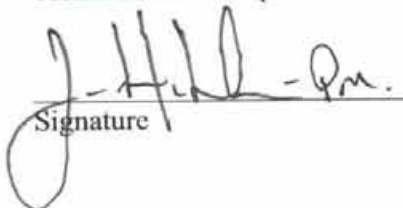
All Bidders shall acknowledge receipt and acceptance of this Addendum No 2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

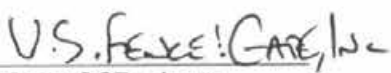

Signature


Name Of Business

- back out of work area or a trimming permit received from the required agencies at the cost of the contractor.
12. Temporary fencing that is required to remain overnight to secure and area shall have top and bottom rails, 8 feet in height and verticals embedded 2 feet deep in concrete.
 13. Contractor shall be required to install sufficient intermediate posts to ensure that the installed fencing will meet the 140mph wind load requirement. Contractor shall contact manufacturer to determine maximum span before an intermediate post is required
 14. Fence Anchors: shall have a minimum embedment depth of 4 inches and shall be 3/8" diameter
 15. Fence Anchors: Existing Fence anchors and other mounting hardware (section 14) shall be completely removed or cut back in such a way that a minimum of 1-3/4" concrete cover is provided in addition to the stucco finish. Restoration of area after anchor removal is NOT considered a spall repair.
 16. At the junction of Section 12 and Section 13, there is a curved portion of fencing at this location. This section may be replaced with a straight section.
 17. Salvage: Contractor shall carefully remove 1,500 lf of fencing (to be determined) by the City and deliver to a designated storage site within the City Of Key West
 18. Paint: Paint for concrete works shall be Sherwin-Williams A-100 Exterior Acrylic Latex Paint (or equivalent): Bright White
 19. Privacy Mesh: Shall be installed on sections 3, 11 and 12. See following website: <http://www.fencescreen.com/Products/200-Series-Privacy-Screen.aspx> Color: Black
 20. Concrete Works: The concrete curb to be installed on section 10 shall match the existing concrete curb on the adjacent section 8. The curb shall have two #4 rebar with 3 inches of concrete cover. See detail on Sheet C-5 (Detail 10.1)
 21. Concrete Caps: All existing caps in section 5A shall be removed and replaced with the caps shown on Sheet C-5 (Details 4.1 and 4.2)
 22. Concrete Works: Contractor will be required to perform curb repairs along section 1 in accordance with the attached detail shown on Sheet C-6. Contractor shall identify defective concrete and quantities and verify with the City's Representative.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive



Signature


Name Of Business

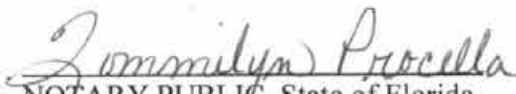
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
DAVID HINDS, PRESIDENT

Sworn and subscribed before me this
17 day of July, 2012


NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: May 19, 2013

END OF SECTION



MAY 24, 2012

ANTI-KICKBACK AFFIDAVIT
00 43 16 - 1

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

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

1. This sworn statement is submitted with Bid or Proposal for ITB 12-029 REPLACEMENT NASKW OR NAME: TAL FEJCE
2. This sworn statement is submitted by U.S. FEJCE: GATE, INC.
(name of entity submitting sworn statement)
- whose business address is 222 BUNKER RD. LAKE CHARLES
LOUISIANA 70615 and (if applicable) its Federal Employer
- Identification Number (FEIN) is 72 131 0900
- (If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement N/A)
3. My name is DAVID HINDS
(please print name of individual signing)
- and my relationship to the entity named above is PRESIDENT
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.


7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

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

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


(signature)
7-17-2012
(date)

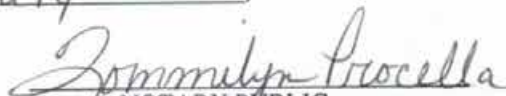
STATE OF TEXAS
COUNTY OF ORANGE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

David Hinds who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 17 of July, 2012.

My commission expires: May 19, 2013


NOTARY PUBLIC



PUBLIC ENTITY CRIMES
00 43 17 - 2

MAY 24, 2012

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR:

U.S. FENCE: GAGE, INC.

SEAL:

222 BOWEN RD. LAKE CHARLES, LA 70605

Address

Signature

Print Name

DAVID HINDS

Title

PRESIDENT

DATE:

7/17/12

**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

$$N/A.$$

Phone:

Current Local Address:

Fax:

(P.O. Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging
or has produced _____ as identification
(type of identification)

Signature of Notary

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

Print, Type or Stamp Name of Notary

Title or Rank

DISCLOSURE OF LOBBYING ACTIVITIES


Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> N/A a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> N/A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	

DISCLOSURE OF LOBBYING ACTIVITIES

MAY 24, 2012

00 44 01 - 1

<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;">N/A</p> <p style="text-align: right;">(attach Continuation Sheet(s))</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;">N/A</p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>SF-LLLA, if necessary)</p> <p>Signature: </p> <p>Print Name: <u>DAVID HINDS</u></p> <p>Title: <u>PRESIDENT</u></p> <p>Telephone No.: <u>(337) 433-5000</u> Date: <u>07/17/12</u></p>
<p>Internal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>

FORM DEP 55-221 (01/01)

NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: ITB 12, 029

I, DAVID HINDS, hereby
declare that I am PRESIDENT of U.S. FENCE GATE, INC.
of LAKE CHARLES, LOUISIANA

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a),

MAY 24, 2012

NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29

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Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

N/A

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR:

(Seal)

BY: DAVID HINDS, PRESIDENT
NAME AND TITLE PRINTED

WITNESS:

BY: [Signature]
SIGNATURE

WITNESS:

[Signature]
Annunziata Procella

Executed on this 17th day of JULY, 2012

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

MAY 24, 2012

NON-COLLUSION DECLARATION
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SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies 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.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of 2012.

By

Authorized Signature/Contractor

DAVID HINDS, President

Typed Name/Title

U.S. FENCE : GATE, INC.

Contractor's Firm Name

222 BUNKER RD.

Street Address

Building, Suite Number

LAKE CHARLES, LA. 70615

City/State/Zip Code

337-433-5000

Area Code/Telephone Number