Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(B)

04-24-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-383-07

RESOLUTION RELATING TO NORTH TERMINAL DEVELOPMENT PROJECT AT MIAMI INTERNATIONAL AIRPORT; APPROVING SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, AMERICAN AIRLINES, INC., TURNER AUSTIN AIRPORT TEAM AND KONE, INC. IN CONNECTION WITH KONE'S WORK ON PROJECTS 701E, 737G, 741E, AND 745B IN THE AMOUNT OF $1.5 MILLION; AUTHORIZING COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Settlement Agreement among and between Miami-Dade County, American Airlines, Inc., Turner Austin Airport Team and Kone, Inc., in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 24, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(B)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

The foregoing resolution was offered by Commissioner Carlos A. Gimenez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	absent	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Rafael A. Paz

AGREEMENT FOR SETTLEMENT, RELEASE AND WAIVER OF CLAIMS BETWEEN MIAMI- DADE COUNTY, AMERICAN AIRLINES, INC., TURNER CONSTRUCTION COMPANY AND AUSTIN COMMERCIAL INC. D/B/A TURNER AUSTIN AIPORT TEAM AND KONE INC., IN CONNECTION WITH NORTH TERMINAL DEVELOPMENT PROJECT MIAMI INTERNATIONAL AIRPORT

This Agreement is entered into this 9th day of January, 2007 between Miami-Dade County, a political subdivision of the State of Florida ("County"), American Airlines, Inc. ("American"), Turner Construction Company and Austin Commercial Inc. d/b/a Turner Austin Airport Team ("TAAT") and KONE Inc. ("KONE"), a Delaware corporation ("the Parties" or "the Released Parties").

WHEREAS, the County, as the owner of Miami International Airport, entered into a Lease Construction and Financing Agreement with American, which authorized American to manage the design and construction of certain improvements to the Terminal Building and airside facilities at Miami International Airport, known as the North Terminal Development Program ("NTD Program"); and

WHEREAS, on June 21, 2005, the County and American entered into the Fourth Amendment to Lease, Construction and Financing Agreement ("Fourth Amendment") which provides for the County to take over and complete the NTD Program; and

WHEREAS, on June 21, 2005, the County and American entered into a Claims Administration Agreement ("Claims Agreement") whereby the County agreed to make a good faith effort to analyze, review, process and pay claims asserted against American or the County; and

WHEREAS, as a result of the Fourth Amendment and the Claims Agreement, the County is authorized to bind American with respect to this settlement agreement and the covenants contained herein;

WHEREAS, American and TAAT previously entered into certain construction management agreements to manage the construction work for the NTD Program; and

WHEREAS, pursuant to its contractual relationship with American, TAAT contracted with KONE for work to be performed on Projects 701E, 737G, 741E, 745B, at Miami International Airport (the "Projects") pursuant to the terms and conditions of the Contract Agreements numbered as M1701E-A14-1000-S, M1737G-A14-1000-S, M1741E-A14-1000-S, M1745B-A14-1000-S (the "KONE Contracts") between TAAT and KONE with an original Contract Amount equal to $12,753,072 (the "KONE Contract Amount"); and

WHEREAS, several disputes have arisen between the County, American, TAAT and KONE and its subcontractors and suppliers, including but not limited to disputes as to delay impacts, loss of productivity, change orders, proposed change orders, demobilization costs, work scope, extra work, retainage and contract balances, which disputes are currently the subject of claims asserted by KONE as against the County/American for resolution under the Claims Agreement and to TAAT pursuant to the terms and conditions of the 737 A Contract and the 745A Contract; and

WHEREAS, the work performed and materials furnished by KONE to the Projects is hereafter referred to as "the Work"; and

WHEREAS, the County (for itself and on behalf of American), TAAT (on behalf of itself and its Sureties), and KONE (on behalf of itself and its Sureties) have engaged in settlement negotiations for the resolution of claims by and against KONE; and

Memorandum

MIAMI-DADE COUNTY

Date: April 24, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(B)

From: George M. Burgess
County Manager

Subject: North Terminal Development Program - Claims Settlement Agreement with Kone, Inc., Project Nos. 701E, 737G, 741E, and 745B - $1,500,000.00

Recommendation

It is recommended that the Board approve the attached claim settlement agreement among and between Miami-Dade County, American Airlines, Inc. (American), Turner Construction Company and Austin Commercial, Inc. (d/b/a the Turner-Austin Airport Team), and Kone, Inc., relating to the provision of public movement conveyances for North Terminal Development (NTD) Program Project Nos. 701E, 737G, 741E, and 745B at Miami International Airport (MIA).

Scope

This NTD Claims Settlement Agreement has no direct impact Countywide or on a distinct Commission district. The installation of public movement conveyances is part of the NTD Program at MIA.

Fiscal Impact/Funding Source

The above-referenced Kone Project claims originally totaled $3,367,452.64. The settlement amount the County is now agreeing to pay Kone is $1,500,000.00. Of this amount, $173,788.54 will be funded from the County's Bond Fund with the remaining $1,326,211.46 funded from the American Claims Administration Agreement (CAA) Fund.

Track Record/Monitor

Based upon information received by the Miami-Dade County Aviation Department (MDAD), this contractor has performed satisfactorily. American Airlines formerly held this contract; MDAD Deputy Director John Cosper can be listed as project manager.

Background

As part of the NTD Program, the County and American entered into a Lease, Construction and Finance Agreement (LCF) for American to design and construct the NTD Program with the County to pay the costs thereof as a tenant improvement project. American hired the Turner-Austin Airport Team (TAAT) as its construction manager.

On June 21, 2005, the Board approved the fourth amendment to the LCF with American that transferred the responsibility of completing the NTD Program to the County. Concurrently, the Board approved the Claims Administration Agreement with American giving the County authority to defend, settle and/or adjudicate claims against American on the NTD program. As a result of the Amendment, on June 27, 2005 American terminated TAAT's contract effective July 27, 2005.

As construction manager for American, TAAT had entered into four contracts with Kone (701E, 737G, 741E, and 745B) for the provision of elevators, escalators, and moving walkways. When American terminated TAAT's contract, TAAT in turn terminated the Kone contracts. Kone had pending claims

against TAAT and American. When the TAAT contracts were cancelled, Kone filed claims with the County against TAAT and American.

Pursuant to the CAA, the County directed its claims consultant, Alpha Corporation, to review the merits of the claims and recommend settlement amounts to a team of Aviation Department staff members designated as the Owner's Review Board (ORB). Following this review process, the County entered into extensive negotiations with both Kone and TAAT to resolve the claims to the benefit of all parties.

The County and Kone have previously negotiated and settled claims in the amount of $1,020,974.84. Including the final settlement referenced above, the County and Kone will have settled total claims of $6,338,361.22 for $2,520,974.84. Of this total amount, $1,068,605.97 will be funded from the County's Bond Fund with the remaining $1,452,368.87 funded from the American CAA Fund.

This settlement agreement meets the requirements of Resolutions R-119-06, review and resolution of CSBE claims, and R-397-06, the amended claims process requiring payment of any settlement amount be conditional upon the claimant paying such portion of the pass through claims of CSBE subcontractors at any tier to such CSBE subcontractors. Kone has certified that no CSBE subcontractors were utilized for this work.

Susanne M. Torriente, Assistant County Manager

WHEREAS, the Parties have agreed in principle to a sum certain to resolve all of the claims by and against KONE on the Projects for itself and on behalf of its subcontractors and suppliers of any tier against TAAT and its Sureties, American and the County that were raised or could have been raised by KONE and its subcontractors in litigation including all other claims, causes of action or other liability of whatever nature of kind, known or unknown, asserted or unasserted by KONE or any of its subcontractors, suppliers or any third-party arising out of or relating to the Projects (hereinafter collectively referred to as the "Claims"); and

WHEREAS, the Parties are represented by counsel and have mutually agreed that, to be effective, any proposed settlement reached between the Parties would require final approval by the Miami-Dade County Board of County Commissioners ("BCC"); and

WHEREAS, the intent of this Agreement is to settle, fully resolve and end all claims, demands and litigation arising out of or related to the Projects and the Claims by KONE and its subcontractors/suppliers against TAAT and its Sureties, American, and the County; and

WHEREAS, the County, American, TAAT and KONE are desirous of settling the Claims for a total of $1,500,000 and, in agreeing to this amount, the Parties acknowledge that the County, American, TAAT and KONE have compromised their respective positions in good faith;

WHEREAS, with these understandings, the Parties have agreed to the following terms to settle and resolve KONE's Claims without admission of fault or liability by any of the Parties hereto.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, TAAT and KONE agree as follows:

1. Within fourteen (14) days from the Effective Date of this Agreement, fully and properly executed by all Parties, the County shall pay to KONE the amount of $1,500,000 (the "Settlement Payment"). Prior to the County's payment to KONE of the Settlement Payment, KONE shall submit evidence acceptable to the County and TAAT in the form of releases that KONE has paid the amounts set forth below to the CSBE subcontractors and suppliers identified below as full accord and satisfaction of all work of such CSBE subcontractors and suppliers who performed or supplied materials for any portion of the work or who are in any way involved in the Claims, or alternatively, obtain conditional releases from all such CSBE subcontractors and suppliers so involved that shall be effective immediately upon their receipt of such payments from KONE:

   a. No work of, or amounts for, CSBE subcontractors or suppliers at any level were involved or included within the Claims.

2. KONE hereby certifies that the above CSBEs are all the CSBE subcontractors and suppliers who performed any portion of the Work included in the Claims. Each of the CSBE subcontractors identified above are intended third-party beneficiaries of this Agreement who shall have the right to enforce KONE's payment obligations to it under this Agreement in addition to the right of the County to enforce any such payment obligations on behalf of a CSBE subcontractor or supplier who consents in writing to the County taking such action against KONE on the CSBE subcontractor's or supplier's behalf.

3. KONE's receipt of the Settlement Payment shall constitute full accord and satisfaction of any and all claims by KONE or any of its subcontractors or material suppliers arising out of or relating to the Claims, including direct, indirect or pass through claims, actions and causes of action and all Work performed on the Projects. KONE specifically waives any further compensation for additional work arising out of or relating to the Claims, the Projects, the Work, and/or the KONE Contracts.

4. In consideration of the payment by County to KONE of the Settlement Amount above and the mutual covenants in this Agreement, KONE hereby releases the County, American and TAAT and their respective sureties, officers, directors, parents, employees, agents, instrumentalities, subsidiaries and affiliates, successors and assigns (collectively the "Released Parties") from and against, and also waives and relinquishes any and all rights to, all claims, direct and indirect costs, damages, liability, interest, disputes or causes of action of whatever nature it has or may have, whether known or unknown, against the Released Parties arising out of or relating to the Settlement Payment, the Claims raised in or that could have been raised in arbitration, appellate and litigation proceedings, the Work, the Projects, and/or the KONE Contracts.

5. In consideration of the Settlement Payment by the County to KONE and the mutual covenants in this Agreement, KONE shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Released Parties from any and all liability, losses or damages, including without limitation attorney's fees and costs of defense, which the Released Parties may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature by KONE, KONE's Surety, any of KONE's subcontractors or material suppliers at any level that performed work on the Projects, or any other third parties relating to the Work, the Projects, the KONE Contracts, the Claims and/or the Settlement Payment paid by the County to KONE pursuant to this Agreement. KONE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Released Parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

To the extent this indemnification clause does not comply with Chapter 725, Florida Statutes, as may be amended, this provision shall hereby be interpreted as the Parties' intention to be fully bound with an indemnification clause which complies with Chapter 725, Florida Statutes, as may be amended.

6. TAAT on the one hand and the County/American on the other hand have agreed to this Settlement Agreement with certain reservation of rights. This reservation of rights is effective to preserve TAAT's right, if any, to obtain payment from the County/American for damages incurred arising out of or relating to the Settlement Payment, the Claims, the Work, the Projects, the KONE Contracts and for reimbursement of reasonable attorney's fees and costs incurred in relation to same not previously paid or reimbursed to TAAT by any party including American and/or the County. This reservation of rights is also effective to preserve the County/American's right, if any, to obtain reimbursement from TAAT and/or TAAT's sureties for the amounts paid to KONE hereunder.

7. Subject to the reservation of rights provided in paragraph 6 above, TAAT and TAAT's sureties release KONE and their respective sureties, officers, directors, parents, employees, agents, representatives, instrumentalities, subsidiaries and affiliates, successors and assigns (collectively the "KONE Released Parties") from and against, and waives and relinquishes any and all claims, direct and indirect costs, damages, liability, interest, disputes or causes of action of whatever nature they have or may have, whether known or unknown, against the KONE Released Parties arising out of or relating to the Work, the Projects, the KONE Contracts and the Claims settled herein.

8. Subject to the County's reservation of rights provided in paragraph 6 above and expressed below, which includes enforcement of KONE's and its Surety's obligations under the Consent of Surety to Requisition Payment, an executed copy of which is attached hereto as **Exhibit "A"**, the County and American release the KONE Released Parties from and against and waive and relinquish any and all claims, direct and indirect costs, damages, liability, interest, disputes or causes of action of whatever nature they have or may have, whether known or unknown, against the KONE Released Parties arising out of or relating to the Work, the Projects, and/or the Contract and

the Claims settled herein. However, such payment is made without prejudice to the County and American's rights against KONE as follows:

(1) to require the repair or replacement of KONE's defective work under the warranty and guaranty provisions of the Contract Documents as they may still be applicable; and

(2) to require the repair or replacement of latent defects in KONE's work to the extent provided by Florida law; and

(3) to enforce those provisions of the KONE Contract Documents which specifically provide that they survive the completion of the work; and

(4) to enforce any and all provisions of this Agreement, specifically including KONE's obligation to pay CSBE subcontractors as set forth above.

9. American is an intended third-party beneficiary of this Agreement.

10. The Parties acknowledge that they have read this Agreement, understand it, and have had the opportunity to consult with counsel before executing this document.

11. The Parties accept the terms of this Agreement, and have agreed to its terms solely for their own convenience, without admitting liability and such terms shall not be used in any proceeding except to enforce this Agreement.

12. This Agreement, and each and every term and provision thereof, shall be subject to approval by the Board of County Commissioners. For all purposes in connection with this Agreement, the "Effective Date" of this Agreement shall be the day of execution of this Agreement by the County Manager or his designee.

13. American and the County agree that notwithstanding the release language set forth above, nothing contained herein shall be deemed to modify or waive any rights and obligations of American or the County to each other under the Claims Agreement or the Lease Finance & Construction Agreement as amended through the Fourth Amendment, and all such rights are expressly reserved. Such reservation does not create or extend any rights to anyone other than the County or American.

14. The introductory paragraphs, "WHEREAS" clauses and other recitals to this Agreement are incorporated herein as a part of this Agreement but are not to be used or construed as admissions of fact or law in any proceeding other than one to enforce this Agreement.

15. The Parties agree that this Agreement is a negotiated settlement that has been typed by one party for the convenience of the other Parties and that it shall not be construed for or against any party based on which party authored all or any part of the Agreement.

16. The Parties agree that venue for any action to enforce the terms of this Settlement Agreement shall exclusively lie with a court of competent jurisdiction within Miami-Dade County, Florida. The terms of this Settlement Agreement shall be governed exclusively by Florida law notwithstanding any choice of law clauses in any contracts between any of the Parties to this Settlement Agreement and notwithstanding choice of law principles under Florida law.

17. The Parties executing this Agreement represent and warrant that the individuals executing this Agreement are duly authorized to enter into this Agreement and bind and obligate the Parties hereto.

18. This agreement may be executed in any number of counterparts by the respective Parties, and all of such counterparts when executed by said Parties, or any of them, shall be considered together and shall be as valid and as binding on the said Parties, as if all had executed the same instrument.

IN WITNESS WHEREOF, the Parties by their duly authorized officials have executed this Agreement the day first above written.

MIAMI-DADE COUNTY

BY: _____
County ~~Manager~~ Mayor or designee

Date: _____

ATTEST:

_____
Deputy Clerk

KONE INC.

BY: _____
President

Date: 01/09/07

ATTEST:

Asst. Secretary

SEAL

TURNER CONSTRUCTION COMPANY AND AUSTIN COMMERCIAL, INC. d/b/a TURNER AUSTIN AIRPORT TEAM

TURNER CONSTRUCTION COMPANY

BY: _____
Authorized Representative

Attest: _____
Secretary

SEAL

AUSTIN COMMERCIAL, L.P.

BY: _____
Authorized Representative

Attest: _____
Secretary

SEAL

EXHIBIT A

BOND #: 81874576, 81874578, 81874579
CONTRACT SAP#:
6003310, 6003330, 6003328

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:

STATE OF FLORIDA
COUNTY OF DADE

CONTRACT NO.: M1701E-A14-1000-S
M1737G-A14-1000-S
M1741E-A14-1000-S
M174BB-A14-1000-S
CONTRACT DATED: November 20th, 2001

CONTRACT FOR: Elevator/Escalator/Power Walk Work

PROJECT:
(Name and address)

North Terminal Development Projects 701E, 737G, 741E, 745B
Miami International Airport, Miami, Florida

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

Federal Insurance Company
15 Mountain View Drive
Warren, NJ 07061-1615 **, SURETY.**

on bond of

(Insert name and address of Contractor)

KONE Inc.
One KONE Court
Moline, IL 61265 **,CONTRACTOR.**

hereby approves of the release of payment to settle Claim Tracking No. 11174, 11177, 11178, 11179, 11225, 11229, 11266, 11325, 11262. In the amount of $1,500,000.00. This payment shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

STATE OF FLORIDA
COUNTY OF DADE **,OWNER.**

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 10, 2006
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

Thomas E. [illegible]

(Signature of authorized representative)

12

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Timothy J. Szerlong, Gerald J. Carmody, III, Thomas E. Nyik, John Teshima, Sandra L. Kozubowski, Adelita Velasquez and Joseph C. Clavelli of Chicago, Illinois

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 28th. day of June, 2005

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 28th. day of June, 2005 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

STEPHEN B. BRADT NOTARY PUBLIC NEW JERSEY

STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 10th day of October, 2006.

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

Form 15-10- 0225B- U (Ed. 5- 03) CONSENT

Miami Branch Office
Project Manager – New Equipment Business

KONE

Elevators Escalators

KONE Inc. MIA Jobsite Office
Trailer Lot 5
2250 Perimiter Road
Miami, FL 33122
PO Box 6850
Miami, FL 33299-6850
Tel 305-871-7246 Fax 305-871-9443
www.us.kone.com
kathy.coons@kone.com

August 7, 2006

Juan A. Gonzalez, P.E., C.G.C.
Chief of Construction
Miami-Dade Aviation Department
P.O. Box 592075
Miami, FL 33159

Dear Mr. Gonzalez,

"KONE Inc. hereby certifies that no work of, or amounts for, CSBE subcontractors or suppliers at any level were involved or included within Projects 701e, 737G, 741E, 745B, Contract Agreement numbers M1701e-A14-100-S, M1737G-A14-1000-S, M174E-A14-1000-S, M1745B-A14-1000-S (The 'KONE Contracts") and/or claim numbers: 11174, 11177, 11178, 11179, 11225,11229, 11266, 11325, 11262.

Sincerely,
KONE Inc.

Kathy L Coons

Kathy L. Coons
Project Manager

State Of Florida
County of Broward

The foregoing instrument was acknowledged before me this 19th day of January, 2007 by Kathy L Coons, Project Manager of KONE Inc. She is personally known to me.

Isis A. Lopez
State of Florida
My Commission Expires:
Oct 30, 2010

NOTARY PUBLIC-STATE OF FLORIDA
Isis Lopez
Commission #DD610083
Expires: OCT. 30, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Cc: Julia Jackson, KONE Operations Counsel