



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 02, 2024

WALKER, ART CONSTRUCTION, INC.  
P.O. BOX 267  
LOWELL, FLORIDA 32663

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, PAVEMENT MARKING, ROADWAY SIGNING, SIDEWALK, CURB & GUTTER, DRIVEWAYS, TREE TRIMMING, TREE REMOVAL, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

**[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII



**Revised 5.21.2024 Exhibit B - Price Proposal**  
**ITB# AIR/240533 NORTH DEVELOPMENT ROAD**



<b>Bidder name</b>	<b>Bidder Location</b>
ENTER COMPANY NAME HERE	ENTER OFFICE LOCATION HERE

Item No.	Spec. No.	Item Description	Est. Quantity	Unit	Unit Price	Extended Cost
1	FDOT-101	Mobilization	1	LS	\$132,265.95	\$132,265.95
2	FDOT-102-1	Maintenance of Traffic	1	LS	\$10,780.00	\$10,780.00
	FDOT-102-2	TYPE III Barricade with Object Marker and Road closed Sign	1	LS	\$7,107.10	\$7,107.10
3	31025 00	Silt Fence and Sediment Control	1	L.S.	\$11,550.00	\$11,550.00
4	FDOT 105	Contractor Quality Control	1	L.S.	\$29,623.00	\$29,623.00
5	02000	Survey Layout and As-Builts	1	L.S.	\$38,157.35	\$38,157.35
6	31 10 00	Clearing and Grubbing	1	L.S.	\$77,198.00	\$77,198.00
7	FDOT-110-21	Tree Protection Barrier	800	LF	\$9.39	\$7,512.00
8	31 23 13	Regular Excavation	7,490	C.Y.	\$10.02	\$75,049.80
9	31 23 23	Embankment in Place( Borrow Excavation off-site)	2,627	C.Y.	\$32.68	\$85,850.36
10	FDOT-160	12" Stabilized Subgrade	6,350	S.Y.	\$6.40	\$40,640.00
11	FDOT-230	8" Limerock Base Course	6,100	S.Y.	\$14.76	\$90,036.00
12	FDOT- 300	Prime Coat	560	GAL	\$13.20	\$7,392.00
13	32 12 16	2" SP 12.5 Asphalt Surface Course	683	TON	\$153.14	\$104,518.05
14	32 13 13	Class I/II 4000 PSI 8-INCH Reinforced PCC Pavement	120	S.Y.	\$249.34	\$29,920.80
15	32 92 19	Performance Turf (Seed)	17,887	S.Y.	\$0.98	\$17,529.02
16	10 14 53	Single Column Ground Sign Assembly	22	AS	\$660.00	\$14,520.00
17	32-17-23	Raised Pavement Marker	92	EA	\$5.50	\$506.00
18	32-17-23	Thermoplastic Pavement Marking White	0.7	GM	\$7,700.00	\$5,390.00
19	32-17-23	Thermoplastic Pavement Marking Yellow	0.7	GM	\$7,700.00	\$5,390.00
20	32-17-23	24" Thermoplastic Stop Line White	12	L.F.	\$330.00	\$3,960.00
21	32 31 13	Dual Arm Barrier Gate	1	EA	\$4,789.82	\$4,789.82
22	FDOT - 347	Pond Overflow Weir Station 1+75 Right	1	EA	\$6,820.00	\$6,820.00
23	FDOT- 425-051	Ditch Bottom Inlet Type B	6	EA	\$11,015.48	\$66,092.88
24	FDOT 430-1	18 inch Dia. Storm Drain Pipe	185	LF	\$65.91	\$12,193.35
25	FDOT 430-2	24 inch Dia. Storm Drain Pipe	159	LF	\$86.54	\$13,759.86
26	33-14-13	12-INCH POTABLE WATER TAPPING SLEEVE AND TAPPING VALVE WITH VALVE BOX	1	EA	\$11,906.66	\$11,906.66
27	33-14-13	DIRECT BURY 30" ADS HP PP CASING	100	LF	\$158.88	\$15,888.00
28	33-14-13	6-INCH GATE VALVE WITH VALVE BOX	5	EA	\$2,898.80	\$14,494.00
29	33-14-13	12-INCH GATE VALVE WITH VALVE BOX	5	EA	\$4,495.15	\$22,475.75
30	33-14-13	FIRE HYDRANT ASSEMBLY WITH 6" DIP ALL RESTRAINED JOINT	5	EA	\$6,425.63	\$32,128.15
31	33-14-13	2" BLOW-OFF / SAMPLE POINT	1	EA	\$3,834.17	\$3,834.17
32	33-14-13	6" DIP POTABLE WATER MAIN	100	LF	\$101.74	\$10,174.00
33	33-14-13	12" PVC POTABLE WATER MAIN	1,850	LF	\$80.35	\$148,647.50
34	33-14-13	12" DIP POTABLE WATER MAIN	110	LF	\$144.23	\$15,865.30
35	33-05-05	TEMPORARY JUMPER CONNECTION FOR 12" DIP WATER MAIN	1	EA	\$4,190.65	\$4,190.65
36	33-05-05	POTABLE WATER MAIN PRESSURE AND LEAKAGE TESTING	2	LS	\$4,532.00	\$9,064.00
37	33-01-10	POTABLE WATER MAIN DISINFECTION AND BACT-T TESTING	2	LS	\$2,443.00	\$4,886.00
38	31-23-23.33	FLOWABLE FILL IN TRENCH	100	CY	\$220.00	\$22,000.00
39	32-12-16	4" SUPERPAVE ASPHALT TRAFFIC C PATCHING	200	TN	\$267.58	\$53,516.00
40	33-14-13	3/4" WATER SERVICE, WATER METER, AND 3/4" RPZBFP	1	EA	\$3,183.63	\$3,183.63
41	33-05-61	SANITARY GRAVITY MANHOLES - 6- FEET TO 12- FEET DEEP	6	EA	\$11,636.88	\$69,821.28
42	33-05-61	SANITARY GRAVITY MANHOLES - GREATER THAN 12- FEET DEEP	5	EA	\$13,046.92	\$65,234.60
43	33-31-11	8" PVC SANITARY GRAVITY SEWER	2,184	LF	\$48.14	\$105,137.76
44	33-31-11	8" PLUG AND CLEANOUT	9	EA	\$3,060.39	\$27,543.51
45	33-05-05	GRAVITY SYSTEM PRESSURE AND LEAKAGE TESTING	2	LS	\$6,050.00	\$12,100.00
46	33-32-11	SITE PREPARATION	1	LS	\$11,880.00	\$11,880.00
47	33-32-11	LIFT STATION SITE - COMPLETE WITH DUCT BANK, ELECTRICAL SERVICE, POWER AND CONTROLS, WET WELL, VALVE VAULT, PIPING AND FITTINGS, VALVES AND APPURTENANCES, EARTHWORK, GRADING, PAVING, SODDING, FENCING,GATE, ANTENNA AND TELEMETRY, START-UP AND TESTING, AND ALL OTHER ANCILLIARY MATERIAL AND WORK	1	LS	\$322,390.41	\$322,390.41
48	33-31-23	4" FORCE MAIN POINT OF CONNECTION TO EXISTING SANITARY SYSTEM	1	LS	\$11,968.28	\$11,968.28
49	33-31-23	4" PLUG VALVES WITH VALVE BOX	2	EA	\$1,770.55	\$3,541.10
50	33-31-23	4" AIR RELEASE VACUUM VALVE AND VALVE VAULT	1	EA	\$20,497.98	\$20,497.98
51	33-31-23	4" PVC SANITARY FORCE MAIN	800	LF	\$32.90	\$26,320.00
52	33-05-05	SANITARY FORCE MAIN PRESSURE AND LEAKAGE TESTING	1	LS	\$1,760.00	\$1,760.00

<b>TOTAL BID AMOUNT</b>	<b>\$1,949,000.07</b>
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WALKER, TARRAH ANNETTE**

ART WALKER CONSTRUCTION, INC.  
2889 NW 63RD STREET  
OCALA FL 34475

**LICENSE NUMBER: CGC1522857**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# CERTIFICATE OF COMPLETION



*ANTONIO FLORENTINO*

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider:



T2 Centers University of Florida  
2100 NE Waldo Road  
Gainesville FL 32609  
Phone: 352-273-1670

Verify this Certificate by visiting [www.motadmin.com](http://www.motadmin.com)

07/26/2023

Issue Date

07/13/2027

Expiration Date

S. T

Instructor

612548

Certificate No.







[Home](#)[Listings](#)[My Account](#)[Listing Creator](#) ▼

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Bidder:

ProRFx ID: ITB04022400000080

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Instructions

Finalists

Best and Final Offer

1. Review the bids
2. Determine if bids are Finalists (see Finalist below); or to get Best and Final Offers (see Best and Final Offer below); or ready to Award (see Award below).

**Finalists**

Click on the FINALIST hyperlink of two (2) or more bids to set as Finalist Bids. The Finalist setting indicates either:

- The Finalist Bidders will be asked for a Best and Final Offer
- The Finalist Bidders will be asked for more information
- The Finalist Bidders will be asked for a demonstration

*After identifying the Finalist, click on the Finalist tab above, select an option and click GO.*

**Best and Final Offer**

Click on the BAFO hyperlink of one(1) or more bids to flag for Best and Final Offer. The BAFO setting indicates that you wish to ask bidder(s) for their best and final offer.

*After identifying the bids you wish to get a best and final offer, click on the Best and Final Offer tab above, set the expiry date, and click GO.*

**Intent to Award**

In the Award Status area, select the SET AWARD STATUS radio option to enable the Intent to Award and Award options.

Click on the INTENT hyperlink to set a bid as Intent To Award (ITA), and select an Intent to Award option in the popup. Perform this action for all bids with which you would like to set as Intent to Award.

To change the Intent to Award status after an Intent to Award has been set, click on the OPTIONS hyperlink under the Intent To Award date.

**Note1:** Only after the Intent to Award has been set for a bid can you add comments and upload files.

**Note2:** Internal Comment/Files means only you and your staff can view, while External Comments/Files can be viewed by all internet users who have signed in.

**Award**

In the Award Status area, select the SET AWARD STATUS radio option to enable the Intent to Award and Award options.

Click on the HERE hyperlink to set a bid as Award, and select an Award option in the popup. Perform this action for all bids with which you would like to set as Award.

To change the Award status after an Award has been set, click on the OPTIONS hyperlink under the Award date.

**Note1:** Only after the Award has been set for a bid can you add comments and upload files.

**Note2:** Internal Comment/Files means only you and your staff can view, while External Comments/Files can be viewed by all internet users who have signed in.

Sort By: Price Low-High

Compare

Award this and save \$1.04M or 35% compared to the highest bid

**Art Walker Construction, Inc.**  
P.O. Box 267  
Lowell, FL, 32663

**Tarrah Walker**  
Email: [office@artwalkerconstruction.com](mailto:office@artwalkerconstruction.com)  
Work: +1(352)6291466 x3526291466

Vendor Bidding History:  
Bids - 25, Awards - 5

**Vendor Bid**

**COMPLETE**

Labor \$1,949,000.07  
Material + \$0.00

**\$1,949,000.07**

No Scoring Req.

- [REJECT](#)
- [FINALIST \[?\]](#)
- [BAFO \[?\]](#)

Award Status

- No Award
- Set Award Status

Compare

Viewing

**INTERNAL INFO** (not displayed to internet users)

[SHOW](#)

**EXTERNAL INFO** (displayed to all internet users)

[SHOW](#)

Previous Page 1 of 1 Next

Sort By: Price Low-High

Compare

[Listing View](#)

[Vendor Questions \(12, 12\)](#)

**Bid Details**

# \$ Services - ITB

Bidder: **Art Walker Construction, Inc.**  
Submitted: **5/23/2024 11:50:08 AM**

Show Steps-to-Complete

Standard View ▾

[-] Header

- 1. Contract Value [COMPLETE]
- 2.\*General Terms & Conditions [COMPLETE]
- 3. Anti-Lobbying/Communication [COMPLETE]
- 4. Insurance [COMPLETE]
- 5.\*Vendor Agreements [COMPLETE]
- 6.\*SPECIAL CONDITIONS [COMPLETE]
- 7. Electronic Bid Response [COMPLETE]

[+] Item 1

[+] Footer

## 1. Response Requirements

### 1.1. Contract Value

The ESTIMATED initial contract value is: \$ AS BID

### \*1.2. General Terms & Conditions

*One or more items in this section are required.*

**TERMS FOR GRANT FUNDED PROJECTS:**

\* By checking this box you have read and agree to abide by the City's Terms & Conditions, and any grant terms attached.

[Click to open and read the General Terms and Conditions this transaction will be governed by.](#)

Enter you full name (Owner/Authorized Company Representative only):

### 1.3. Anti-Lobbying/Communication

**ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:**

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement and Contracting Department, Contracting Officer, or as provided in the protest policy located at: [Protest Policy](#)


Additionally, the City prohibits communications initiated by a proposer/bidder, agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

**\*\*\* Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for**



**disqualifying the offending proposer/bidder from consideration for award of the solicitation >AND< will face a three (3) year debarment from doing any business with the City of Ocala. \*\*\***

#### 1.4. Insurance

Click  [HERE](#) to download the Standard Insurance Requirements for the City of Ocala

#### \*1.5. Vendor Agreements

*One or more items in this section are required.*

##### Compliance Certification:

As an authorized company representative, I certify my firm or corporation:

- Agrees to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.
- Agrees to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).

Owner/Authorized Company Representative initials:

##### Bidder Certification (Construction Project - Total Bid with Unit Prices):

By my submission of a bid response, and in accordance with your solicitation, I hereby submit this proposal and agree, if my proposal is accepted, to provide goods and services to the City of Ocala in accordance with the solicitation and proposer response. I certify I have read, and will be bound by, all the terms and conditions of this solicitation and any resulting addenda and amendments, in its entirety and understand the scope of work and specification requirements.

Bidder/Contractor has given the City or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City or the Engineer is acceptable to Bidder.

**Bidder/Contractor acknowledges that the quantities provided in the Schedule of Bid Prices are estimates only, and are not guaranteed minimums. Awarded Contractor will be paid for actual Work completed based on the unit pricing provided in the Schedule of Bid Prices.**

I certify I am the owner or an authorized officer or agent for the above company and the information supplied herein, including all pages attached, is correct and neither the applicant nor any person or concern in any connection with the applicant as a principal officer, so far as is known, is now debarred or otherwise declared ineligible by the City of Ocala from bidding for furnished materials, supplies or services to the City of Ocala or agency thereof.

Owner/Authorized Representative initials:

#### \*1.6. SPECIAL CONDITIONS

*One or more items in this section are required.*

##### BID BOND:

Bid security equal to five percent (5%) of the total bid must accompany

each Bid.

Acceptable formats: AIA document A310, EJCDC form, or format acceptable to the surety. Bid Bond form also available on City of Ocala website using this link: [Bid Bond Form](#)

#### UPLOAD EXECUTED BID BOND HERE

	Browse...	Upload	Max. File Size you can upload is: 50MB. *.exe
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files will not be accepted

#### ACCESS TO RECORDS AND REPORTS:

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

*The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.*

*The record keeping and access requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.*

**Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

**Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

**Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### ADA NEEDS:

Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

#### MAINTENANCE AND GUARANTEE BOND:

The successful Bidder is required to furnish a Maintenance and Guarantee Bond for a period of 3 year(s) for labor and 3 year(s) for materials from the date the project is completed.

#### AWARDED CONTRACT FAILURE - BIDDING SUSPENSION

**I understand and agree to the following:**

Bidders who submit a bid to the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

**Owner/Authorized Company Representative initials:**

**PERFORMANCE BOND:**

The successful Bidder shall furnish to the Owner a Performance Bond satisfactory to the City of Ocala. A bond in an amount not less than the Total Bid Price will be required of the successful Bidder to guarantee that they will deliver a completed project under their contract in strict accordance with the Contract Documents.

The City reserves the right to re-open bidding for a Best-and-Final offer.

**BIDDER CONTRACTS:**

Bidder contracts/agreements will not be accepted in most cases. If a contract is required, only City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

**CLARIFICATIONS AND CORRECTIONS:**

The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

**CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:**

Bids or quotes received by the City pursuant to its solicitations are exempt from public disclosure until such time that the City provides notice of an intended decision or until thirty (30) days after opening the bids or quotes, whichever is earlier. If the City rejects all bids or quotes pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected bids or quotes remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A bid, quote, or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all bids, quotes, or replies.

**ANY MATERIAL SUBMITTED IN RESPONSE TO THIS SOLICITATION WILL BECOME A PUBLIC RECORD PURSUANT TO CHAPTER 119, FLORIDA STATUTES. THIS INCLUDES MATERIAL WHICH THE RESPONDING BIDDER MAY CONSIDER TO BE CONFIDENTIAL, PROPRIETARY, OR A TRADE SECRET. ANY CLAIM OF CONFIDENTIALITY SHALL BE WAIVED UPON SUBMISSION, EFFECTIVE AFTER OPENING PURSUANT TO CHAPTER 119, FLORIDA STATUTES.**

**Owner/Authorized Company Representative initials:**

**CONFLICT OF INTEREST:**

Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala employee or public official:

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

**Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.**

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at [www.bidocala.com](http://www.bidocala.com) under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

**CONTRACT TIME:**

Contractor agrees, as a condition for submitting a bid, that the Work will be substantially completed within 240 day(s), and completed and ready

for final payment in accordance with the Agreement within 30 day(s) after substantial completion.

The Contractor agrees to commence work on the date specified in a written "Notice to Proceed" by the City for each project assigned. Such "Notice to Proceed" will be issued at the pre-construction conference, not to exceed 7 days from the preconstruction date.

The Contractor must be able to mobilize and begin construction no later than 7 working days after notification, and complete the project by the time limit specified in the "Notice to Proceed." At no time will the Contractor be allowed to lag behind.

**CONTRACTOR'S EMPLOYEES:**

The foreman, employees, mechanics and other employed by the Contractor shall be skilled in the work given to them to do. Any employee of the Contractor who may use profane or abusive language to the Engineer or any Inspector, or otherwise impede or embarrass him in the performance of his duties, or who obstructs the progress of the work, shall upon the request of the Engineer, be immediately discharged and not again employed without consent of the Engineer.

In doing any work contemplated by this contract, eight (8) hours shall constitute a legal day's work by any laborer or workman employed by said Contractor hereon.

**FLORIDA TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE:**

**CERTIFICATION**

I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

**SUMMARY**

1. For all excavations that exceed five feet in depth from the existing surface elevation, the Bidder must assure that all provisions of the Florida State Bill CS/SB 2626, the 1 990 "Trench Safety Act" shall be met.
2. No separate payment will be made for these items, but they must be identified in this Bid or Certificate of Compliance.

**COST**

The estimated cost imposed by compliance with The Trench Safety Act, which is included as part of the lump sum amount or unit prices, is as follows: \$

**BIDDER'S STATEMENT**

The current trench safety standards in effect are Occupational Safety and Health Administration (OSHA) Excavating Safety Standard 29 C. F. R. Part 1 926.650 Subpart P.

**Check box(es) below to comply with the 1990 "Trench Safety Act":**

Shoring  Sloping  Trench Box  Other

**Owner/Authorized Company Representative initials:**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

49 CFR Part 26

*The Disadvantaged Business Enterprise (DBE) program applies to all prime contracts (excluding transit vehicle purchases).*

*The DBE contracting requirements flow down to all third party contractors and their contracts at every tier.*



Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this solicitation. 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 contracts, when applicable.

Contractor shall not discriminate on the basis of race, creed color, national origin, age, or sex in the award and performance of contracts.

**LIQUIDATED DAMAGES:**

The Contractor shall pay the City \$ 2667 for each calendar day that expires after the time specified for Substantial Completion, until the Work is substantially completed. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by the City, the Contractor shall pay an additional \$ 200 per day for each calendar day that expires after the time specified until Final Completion and acceptance of the project by the City.

The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

The City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of this Contract within the time stipulated.

Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.

**INSPECTION AND ACCEPTANCE:**

All goods and/or services provided under the resulting agreement are subject to inspection and acceptance by an authorized representative of City. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by Vendor in each instance. City's rights with respect to rejection of material are not waived by failure to notify Vendor immediately upon receipt of delivery.

**MANUFACTURER SERVICES:**

The Contractor shall furnish manufacturer's representative as required to resolve assembly or installation problems with their products and systems. The Contractor shall conduct, with the assistance of the manufacturer/supplier's representative, start-up and operational tests on the equipment and system.

**OWNER:**

The Project has been designed for the City of Ocala ("Owner"), who may also be referred to in the Bid Documents as Project Manager, or the Engineer.

All work and material furnished under this contract shall be furnished

under the direction of, and to the satisfaction and approval of the Owner. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall rest strictly with the Owner, and shall be based upon the stated requirements in the Bid and Contractor's Bid response. This power and authority shall not extend to the actual execution of the work which shall be under the control of the Contractor, and for which the Contractor alone is responsible.

The Contractor warrants all materials, equipment, or supplies furnished and all work performed under this contract will be new, of specified quality, free from faults and defects, free from faulty design, and of sufficient size and capacity and of proper materials to meet in all respects the requirements of the contract. The Contractor shall obtain for the benefit of the Owner all standard warranties of subcontractors, suppliers, and manufactures of all material, equipment or supplies manufactured, furnished or installed.

**PROGRESS PAYMENTS AND RETAINAGE:**

Progress payments will be made at least once each month as work is completed. Retainage under the Contract Documents will be held as collateral security to secure completion of the Work. Payment will be made each month in the amount of ninety-five percent (95%) of the estimated value of the services provided at the job site during the previous calendar month, provided the work is reasonably complete. The Owner will withhold five percent (5%) of the amount of each progress payment. The last payment due along with the release of retainage for this contract will be paid by the Owner to the Contractor only after the Contractor has furnished the Owner the Consent of Surety of the recorded bond for final payment.

**PERFORMANCE EVALUATION:**

At the end of the service period, the City may evaluate vendor performance. This evaluation will become public record.

**PROGRESS REPORTS/UPDATED SCHEDULES:**

A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to Date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

**FLORIDA STATUTE 287.133: Public Entity Crime;** denial or revocation of the right to transact business with public entities.

**Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:**

a person or affiliate who has been placed on the convicted vendor list following a conviction for 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 or 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.

**Owner/Authorized Company Representative initials:**

**LOBBYING RESTRICTIONS:**

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

*The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant.*

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Typed Signature of Contractor's Authorized Official:**

Tarah Walker

**Name and Title of Contractor's Authorized Official:**

Tarah Walker, Vice President

**Date:** 05/23/2024

**FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION):**

*This project will require the Contractor to follow these specifications:*

Florida Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition):

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

**REFERENCES:**

References within the previous **three years** are preferred.

**REFERENCE #1**

**Company Name:**

Marion County Board of County

**Contact Person:**

Gerald Hickman

**Phone Number:**

352-671-8686

**Email Address:**

Gerald.Hickman@marionfl.org

**Date of Service:**

5/1/2022 to 2/23/2023

**Contract Value:**

1,440,636.31

**Contract Details and/or Description:**

CR 318 Reclaim and Widen - Reclaiming and widening the existing roadway, constructing side street and driveway aprons and performing all restoration, including sod and striping.

**REFERENCE #2**

**Company Name:**

Burrell Engineering, Inc.

**Contact Person:**

Troy Burrell

**Phone Number:**

352-489-4144

**Email Address:**

troyburrell@bellsouth.net

**Date of Service:**

7/1/2022 to 4/30/2023

**Contract Value:**

1,575,457.71

**Contract Details and/or Description:**

Glen Aire Phase 1B - Construction of a residential subdivision including curb and gutter streets, storm drain facilities and water distribution facilities.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES:**

*The No Obligation clause applies to all third party contracts that are federally funded. The No Obligation clause extends to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.*

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**REQUESTED AND ADDITIONAL DOCUMENTS**

Upload any requested and additional documents here:

Browse... Upload

 [Blank COI.pdf](#) (PDF, 36.4 KB)



 [Subcontracto...](#) (PDF, 168.8 KB)

Max. File Size you can upload is: 50MB. \*.exe files will not be accepted

**TRAFFIC CONTROL AND BARRICADES:**

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of Vehicular and Pedestrian traffic at all locations where work is being done for this project.

In addition to the requirements set forth in the bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

**REQUIRED LICENSES AND CERTIFICATIONS:**

My firm and/or sub-contractors can comply with the license and certification requirements in the scope and/or this listing.

Vendor shall upload all licenses and/or certifications with their response and must submit required licenses and certifications immediately upon request from the City.

**Owner/Authorized Company Representative initials:**

**TIMELY PAYMENT FOR PURCHASES OF CONSTRUCTION SERVICES:**

Payments shall be made no later than the time periods established by Section 218.735, Florida Statutes.

Prime contractors shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City of Ocala makes to the prime contractor, or as specified in the current F.S. 218.735, whichever time frame is earlier.

**SAFETY AND ENVIRONMENTAL:**

Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-401-3989, or cell 352-572-0414, and rdennis@ocalafl.org.

Agrees to comply with the safety and environmental requirements above.

**Owner/Authorized Company Representative initials:**

**SOLICITATION DOCUMENTS:**

The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: [www.bidocala.com](http://www.bidocala.com)

ProRFx Florida: [www.florida.prorfx.com](http://www.florida.prorfx.com)

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

**SUBCONTRACTORS AND DBE GOALS:**

The bidder represents the subcontractors listed below are financially responsible and are qualified, insured, licensed, and certified to do the work required.

The bidder will endeavor to use DBE/MBE subcontractors whenever possible. For non-grant funded projects, City of Ocala's goal is 15% as a race-neutral DBE goal. FDOT funded projects have a race-neutral DBE goal of 10.65%. The Ocala International Airport's DBE goal is 12%. SunTran's goal is 10.65%. DBE firms can be located via this directory: [Florida Department of Transportation DBE Directory](#).

- No subcontractors will be utilized.
- Our company will be utilizing more than two (2) subcontractors. *Our list of subcontractors including percent of work is attached in the section labeled "REQUESTED AND ADDITIONAL DOCUMENTS." A fillable subcontractor list is available at: [Subcontractor List](#)*

*Bidder/Prime must perform a minimum of 30% of the work with their own forces unless specified differently in the Scope of Work.*

**NOTE: Bidder/Prime not providing an accurate, good faith estimate of subcontractor percent (%) of work may have their bid rejected.**

**SUBCONTRACTOR #1**

Company Name:

Work Category:

City, State:

DBE  MBE

Percent of Work:  %

**SUBCONTRACTOR #2**

Company Name:

Work Category:

City, State:

DBE  MBE

Percent of Work:  %

**CITY OF OCALA STANDARD SPECIFICATIONS FOR CONSTRUCTION (EFFECTIVE JANUARY 11, 2024):**

***For this project, the Contractor will be bound by these specifications and conditions:***

STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER AND SEWER INFRASTRUCTURE:

[Standard Specifications for Construction \(Effective: 01/11/2024\)](#)

**CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:**  
 Bids or quotes received by the City pursuant to its solicitations are exempt from public disclosure until such time that the City provides notice of an intended decision or until thirty (30) days after opening the bids or quotes, whichever is earlier. If the City rejects all bids or quotes pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected bids or quotes remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A bid, quote, or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all bids, quotes, or replies.

**ANY MATERIAL SUBMITTED IN RESPONSE TO THIS SOLICITATION WILL BECOME A PUBLIC RECORD PURSUANT TO CHAPTER 119, FLORIDA STATUTES. THIS INCLUDES MATERIAL WHICH THE RESPONDING BIDDER MAY CONSIDER TO BE CONFIDENTIAL, PROPRIETARY, OR A TRADE SECRET. ANY CLAIM OF CONFIDENTIALITY SHALL BE WAIVED UPON SUBMISSION, EFFECTIVE AFTER OPENING PURSUANT TO CHAPTER 119, FLORIDA STATUTES.**

Owner/Authorized Company Representative initials:

**1.7. Electronic Bid Response**

**ELECTRONIC BID RESPONSE REQUIRED:**

All bids/proposals **MUST be electronically submitted** by or before the due date under the appropriate solicitation/listing accessed online at: [www.bidocala.com](http://www.bidocala.com) or [www.prorfx.com](http://www.prorfx.com)

Bids/proposals **may not be submitted by any other means** other than as described above. The City will **NOT** accept bids/proposals sent by U.S. Mail, private couriers, fax or email.

**1.8.1. BID PRICING**

**Item 1 of 1**

Qty 1

Unit of Measure EACH

Type of Product TOTAL BID AMOUNT

MFG Name ----

MFG Part No ----


Description of what is needed Enter your total bid amount from Exhibit B - Price Proposal HERE.

Your Bid (Unit Price in \$)

**2. REQUIRED DOCUMENTS**

**\*2.1. FDOT Prequalification/Financials (Only the Prime Contractor) - UPLOAD**  
*One or more items in this section are required.*

Upload your Florida Department of Transportation (FDOT) Pre-Qualified with reviewed financial statements in the following work classes in accordance with Florida State Statute 337.14 and Florida Administrative code 14-22 (only the prime contractor). • Grading • Flexible Paving • Hot Plant – Mix Bitum. Courses

<input type="text"/>	Browse...	Upload
 <a href="#">Art Walker C...</a> (PDF, 837.7 KB)		
Max. File Size you can upload is: 50MB. *.exe files will not be accepted		

**\*2.2. Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) - UPLOAD**  
*One or more items in this section are required.*

Upload your current Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) certification HERE.

<input type="text"/>	Browse...	Upload	Max. File Size you can upload is: 50MB. *.exe files will not be accepted
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**\*2.3. Exhibit B - Price Proposal - UPLOAD HERE**  
*One or more items in this section are required.*

Upload your completed Exhibit B - Price Proposal in EXCEL format HERE.

<input type="text"/>	Browse...	Upload	Max. File Size you can upload is: 50MB. *.exe files will not be accepted
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**\*2.4. Question - Work Force**  
*One or more items in this section are required.*

Will you be performing a minimum of 60% of the work with your own forces?

Yes  
 No

**\*2.5. Question - Experience**  
*One or more items in this section are required.*

Does your company have five (5) years experience in providing the work required for this solicitation?

Yes  
 No

**\*2.6. License Requirement**  
*One or more items in this section are required.*

Upload your Underground Utility, General, or Building Contractor license in the State of Florida HERE.

<input type="text"/>	Browse...	Upload	Max. File Size you can upload is: 50MB. *.exe files will not be accepted
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Cancel





Bond Number: N/A

### BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Art Walker Construction, Inc., as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto the City of Ocala, a Municipal Corporation of Marion County, Florida (hereinafter City of Ocala); in the full and just sum of FIVE PERCENT (5%) of the actual total bid amount, or FIVE PERCENT (5%) of the public construction bond amount for continuing contracts; for the Bid referred to herein, in lawful money of the United States of America, to be paid to the City of Ocala, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally and firmly be these presents:

WHEREAS, the said Principal is herewith submitting a bid to the City of Ocala for the project known as Northside Access Road @ Ocala International Airport, and as identified by Bid/Contract Number ITB# AIR/240533,

NOW, THEREFORE, the condition of the above obligation is such that, if the said Principal shall execute a contract and give bond or bonds, as required by the bid documents thereof within twenty (20) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the City of Ocala the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS 23rd day of May, 2024

#### PRINCIPAL

#### SURETY

Art Walker Construction, Inc. (Seal)

Fidelity and Deposit Company of Maryland (Seal)

Principal's Name and Corporate Seal

Surety's Name and Corporate Seal

By: Tarah Walker  
(Signature)

By: Francis T. O'Reardon  
(Signature - **Attach Power of Attorney**)

Title: Tarah Walker, Vice President

Title: Francis T. O'Reardon Attorney-In-Fact

Attest: Christ Walker

Attest: Kanani Cordero  
Kanani Cordero, Witness

*NOTE: Power of Attorney showing authority of representative of surety must be furnished with this form.*

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Francis T. O'REARDON, Joseph D. JOHNSON, III, Joseph D. JOHNSON, JR., Brett A. RAGLAND, Tyler RAGLAND, Laura K. LENSKY, Kanani CORDERO of Orlando, Florida, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of October, A.D. 2023.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

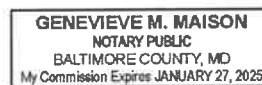
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 30th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**