

STATE ARBITRATION BOARD

1022 LOTHIAN DRIVE

TALLAHASSEE, FL 32312-2837

PHONE: (904) 385-2852 OR (904) 942-0781 FAX: (904) 942-5632

NOTICE

In the case of C.E.M. Enterprises, Inc., d/b/a/ Sunshine Painting versus the Florida Department of Transportation on Project No. 99901-3545 in Charlotte, Glades, Hendry, Lee, Manatee, Sarasota and Ockeechobee Counties, Florida, both parties are advised that State Arbitration Board Order No. 3-95 has been properly filed on August 21, 1995.



H. Eugene Cowger, P.E.
Chairman & Clerk, S.A.B.

S.A.B. CLERK

AUG 21 1995

FILED

Copies of Order & Transcript to:

Jimmie B. Lairscey, Jr., PE, Director, Office of Construction/FDOT
Bill Morris, Project Manager/Sunshine Painting

STATE ARBITRATION BOARD

ORDER NO. 3-95

RE:

Request for Arbitration by
C.E.M. Enterprises Inc., d/b/a Sunshine Painting on
Job No. 99901-3545 (Contract No. E-1806 in
Charlotte, Glades, Hendry, Lee Manatee, Sarasota and
Ockeechobee Counties

The following members of the State Arbitration Board
participated in the disposition of this matter:

H. Eugene Cowger, P. E. Chairman
Bill Deyo, P. E. Member
John Roebuck, Member

Pursuant to a written notice, a hearing was held on a
request for arbitration commencing at 11:25 a.m. on
Wednesday, May 31, 1995

The Board Members, having fully considered the evidence
presented at the hearing, now enter their order No. 3-95
in this cause.

ORDER

The Contractor presented a request for arbitration of
a claim in the amount of \$ 4,908.30 for the cost of material,
labor, equipment, overhead and profit incurred by him in
replacing to safety ladder systems installed on bridges, but
stolen prior to final acceptance of the project. The work
consisted of furnishing and installing safety ladder systems
on 13 bridges at widely dispersed locations.

The Contractor stated that the cause of the damage to
the safety ladder systems was beyond his control and the
amount of the damage was extensive in relation to the total

contract amount, so the Department of Transportation should have exercised the discretion provide to it in Section 5-9 of the project specifications and reimbursed him for the cost of the damage.

The Department of Transportation rebutted that they have no contractual obligation to reimburse the Contractor for these damages because Section 5-9 of the project specifications assigns to the Contractor the responsibility to repair all damage to the work prior to its completion and acceptance at his expense. Their position is that the damage to the work is not extensive.

The Board in considering the testimony and exhibits presented found the following points to be of particular interest:

- a. The cost of replacing the stolen safety ladder systems (\$4908.30) is approximately eight percent of the contract amount.
- b. The work sites were widely scattered.
- c. Article 5-9 provide the Department of Transportation the discretion of reimbursing the Contractor for this damage.

From the foregoing and in light of the testimony and exhibits presented, the State Arbitration Board finds as follows:

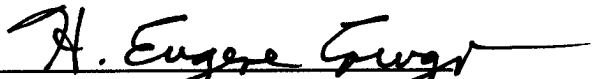
The Department of Transportation shall reimburse the Contractor in the amount of \$3,600.00 for his claim.

The Department of Transportation is directed to
reimburse the State Arbitration Board the sum of \$117.40
for Court Reporting Costs.

S.A.B. CLERK
AUG 21 1995
FILED


Tallahassee, Florida

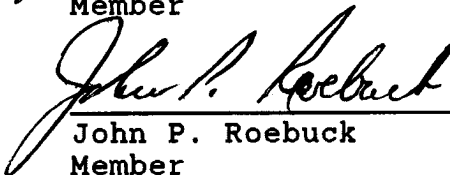
Dated: 21 August 1995


H. Eugene Cowger, P. E.
Chairman & Clerk

Certified Copy:


Bill Deyo, P. E.
Member


H. Eugene Cowger, P. E.
Chairman & Clerk, S.A.B.


John P. Roebuck
Member

21 August 1995

Date

STATE ARBITRATION BOARD
STATE OF FLORIDA

C.E.M. ENTERPRISES, INC.,)	
d/b/a SUNSHINE PAINTING)	
)	
)	
- and -)	PROJECT NO. 99901-3545
)	
)	LOCATION: Charlotte,
)	Glades, Hendry,
)	Lee, Manatee,
)	Sarasota and
DEPARTMENT OF TRANSPORTATION)	Okeechobee
)	Counties, Florida

RE: Arbitration In The Above Matter

DATE: Wednesday, May 31, 1995

PLACE: Florida Transportation Center
1007 Desoto Park Drive
Tallahassee, Florida

TIME: Commenced at 11:25 a.m.
Concluded at 11:55 a.m.

REPORTED BY: CATHERINE WILKINSON
CSR, CP
Notary Public in and for
the State of Florida at
Large

S.A.B. CLERK

AUG 23 1995

FILED

WILKINSON & ASSOCIATES
Certified Court Reporters
Post Office Box 13461
Tallahassee, Florida
(904) 224-0127

APPEARANCES:

MEMBERS OF THE STATE ARBITRATION BOARD:

Mr. H. E. "Gene" Cowger, Chairman
Mr. Jack Roebuck
Mr. Bill Deyo

APPEARING ON BEHALF OF C.E.M. ENTERPRISES, INC.
d/b/a SUNSHINE PAINTING:

Mr. Bill Morris

APPEARING ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION:

Mr. Rick Roberts
Mr. Glenn Ivey
Mr. Francis Stanford

* * *

I N D E X

EXHIBITS

PAGE

Exhibit Nos. 1, 2 and 3 in evidence

4

CERTIFICATE OF REPORTER

22

P R O C E E D I N G S

CHAIRMAN COWGER: This is a hearing of the State Arbitration Board established in accordance with Section 337.185 of the Florida Statutes.

Mr. Bill Deyo was appointed as a member of the Board by the Secretary of the Department of Transportation. Mr. John Roebuck was elected by the construction companies under contract to the Department of Transportation.

Those two members chose me, H. E. "Gene" Cowger, to serve as a third member of the Board and as the Chairman.

The term of Mr. Deyo began March 21, 1995, and will expire June 30, 1995. The terms of Mr. Roebuck and myself began July 1, 1993 and expire June 30, 1995.

Will all persons who will make oral presentations during this hearing please raise your right hand and be sworn in.

(Whereupon, all witnesses were duly sworn by the Chairman.)

CHAIRMAN COWGER: The documents which put this arbitration hearing into being are hereby introduced as Exhibit No. 1. The DOT rebuttal package, which is in a blue booklet, that has been presented to the Board and to the contractor approximately ten days before this

1 hearing, is presented as Exhibit No. 2.

2 Does either party have any other information it
3 wishes to put into the record as an exhibit?

4 (Discussion off the record)

5 CHAIRMAN COWGER: During the time we were off the
6 record, there was a discussion of the exhibits. DOT
7 presented another exhibit, which is a copy of the bid
8 blank, and a copy of Section 5-9 out of the contract
9 special provisions. I guess really DOT contracts
10 general specifications.

11 (Whereupon, Exhibit Nos. 1, 2 and 3 were received in
12 evidence.)

13 CHAIRMAN COWGER: During this hearing the parties
14 may offer such evidence and testimony as is pertinent
15 and material to the controversy and shall produce such
16 additional evidence as the Board may deem necessary to
17 an understanding and determination of the matter before
18 it.

19 The Board shall be the sole judge of the
20 relevance and materiality of the evidence offered.

21 The parties are requested to assure that they
22 receive properly identified copies of each exhibit
23 submitted during the course of this hearing and to
24 retain these copies. The Board will furnish the
25 parties a copy of the court reporter's transcript of

1 this hearing, along with its final order, but will not
2 furnish copies of the exhibits to the parties.

3 This hearing will be conducted in an informal
4 manner. First the contractor's representative will
5 elaborate on his claim, and then the Department of
6 Transportation will offer rebuttal.

7 Either party may interrupt to bring out a
8 pertinent point by coming through the Chairman.
9 However, for the sake of order, I must instruct that
10 only one person speak at a time.

11 I think it's appropriate for the contractor to
12 begin his presentation. I would like to state before
13 that, this looks like a fairly straightforward, simple
14 claim. Let's try to keep the testimony on track and to
15 a minimum.

16 So, if you will go ahead and present your claim
17 as you see it, Mr. Contractor.

18 MR. MORRIS: Back in the latter part of '94 we
19 had a mini contract with the DOT to replace some rails.
20 These rails were spread out throughout the state, from
21 Lake Okeechobee northward to Tampa.

22 We had a preconstruction meeting. I thought the
23 meeting was tape recorded, the DOT later on said it
24 wasn't. At that meeting we discussed the sequence of
25 work, the general contract.

1 We had to supply a boat because -- in fact, all
2 of the rails were put on bridges that were over
3 water -- and we had to supply a boat for the DOT to
4 have access to inspect the rails.

5 Mr. Stanford and I discussed that he would be
6 either on site or available to inspect these rails as
7 they were installed so that we didn't have to travel up
8 and down the highway finding a place to dock and put
9 in -- put the boat back in the water, you know, several
10 times.

11 We started at Lake Okeechobee. He came out,
12 inspected what we had done, accepted the way we were
13 doing the work.

14 MR. DEYO: How did he document he accepted the
15 work?

16 MR. MORRIS: It was verbal.

17 MR. DEYO: Inspected it and told you it was okay?

18 MR. MORRIS: Yes.

19 MR. ROEBUCK: While you were still on the job?

20 MR. MORRIS: Still on the job, hanging that
21 rail -- I believe that rail was completed the next day.
22 I think he came back over there and looked at it and
23 said it was fine. We would call him every day and let
24 him know. It could either take us half a day or an
25 hour to do a bridge or it could take us two days, you

1 know, depending on how many rails were on that bridge
2 to do and how involved they were.

3 We called every morning to let him know our
4 location where we were going to be at. He met up with
5 our supervisor a few more times while we were in that
6 general area.

7 We started at Lake Okeechobee, worked our way
8 west toward Ft. Myers, went north, up to Sarasota, and
9 then back down into the Ft. Myers, Port Charlotte area.
10 There was a bridge there we actually had to replace a
11 ladder on. While it was being manufactured we did all
12 of this other.

13 When he called me and said that one of the rails
14 appeared to be installed too high, he had not seen it
15 personally, but one of his maintenance men had. I'm
16 not sure of the measurement, but, say, a foot above the
17 top of the barrier wall. They thought it was sticking
18 up two foot above.

19 Well, at that time I told my supervisor to run by
20 and make sure. We ran by and made sure and they were
21 all within a half of an inch of being where they were
22 supposed to be.

23 He set up a time for Mr. Stanford to accept all
24 of them, and that's when the rails were missing.

25 It was kind of like two rails were setting by

1 themselves, you know. Up in Sarasota there were two
2 ladders that were just away from the bulk of the work,
3 I would say.

4 We filed a claim to the DOT. They told us to
5 replace those rails.

6 We filed a claim with the DOT. They told us
7 that -- they declined the claim based on Section 5.9,
8 the contractor's responsibility. When they filed that
9 to us, they basically took a portion of this out saying
10 that it is the contractor's responsibility and they
11 couldn't accept the claim.

12 MR. ROEBUCK: How long had they been in place,
13 Mr. Morris?

14 MR. MORRIS: I would guess --

15 MR. ROEBUCK: When they were stolen, how long
16 had --

17 MR. MORRIS: Between the time we noticed and the
18 time they were installed, I would say probably two to
19 three weeks, roughly. We were under the impression
20 that we were being inspected daily, you know, every two
21 or three days. They were supposed to be, from our
22 standpoint, he would go because it was -- it wasn't
23 practical for him to set there with us while we put
24 in -- you know, from the DOT's standpoint, it wasn't
25 like it was something that could be messed up. It was

1 a pretty simple contract.

2 Normally any other DOT project we've been on,
3 we've done hundreds of them, there's been an inspector
4 sitting there virtually all the time.

5 MR. DEYO: Was there an inspector with you on
6 these jobs or at the time you were there, or was it
7 after the fact?

8 MR. MORRIS: It was after the fact.

9 MR. DEYO: You notified them you completed the
10 work?

11 MR. MORRIS: We notified them we completed the
12 work, and they were supposed to go and take care of --
13 from my remembrance of the preconstruction, they were
14 supposed to go and inspect it within a day or so. That
15 way we were in the same area if it was a problem.

16 MR. DEYO: No inspector on the job at the time
17 you did the work?

18 MR. MORRIS: At the time we did the work, no,
19 sir, other than the first day or so.

20 CHAIRMAN COWGER: What you're saying is these two
21 sites where the assemblies were stolen, were discovered
22 at the time that all the work was completed and DOT
23 went back to just kind of take a quick inspection of
24 the overall project?

25 MR. MORRIS: We actually found them. We found

1 them --

2 MR. ROEBUCK: Before the inspector got there?

3 MR. MORRIS: Before the inspector got there.

4 Basically we were done. We were trying to make sure
5 they had signed off on everything. That's a --
6 whenever we got with Mr. Stanford. I guess they
7 visited the sites.

8 I don't know if it was a mutual thing where we
9 found them together. I don't -- the supervisor that
10 was --

11 CHAIRMAN COWGER: Let me ask you one thing.
12 I think we are about ready to turn this over to the
13 DOT.

14 The principal rebuttal here or one of the
15 principal rebuttals is Section 5.9. As you mentioned a
16 while ago, DOT has structured their refusal to pay for
17 the replacement work based on this section.

18 Do you have anything further to say about the
19 wording of that section?

20 MR. MORRIS: Yes, sir, that's what I was getting
21 at. Basically they told us they refused based on the
22 first half of this section.

23 But when you get to the last part of it, it says,
24 "The Department at its discretion can reimburse the
25 contractor for repairs for such damage due to

1 unforeseeable causes without fault or negligence of the
2 contractor, including but not limited to restrictions,
3 acts of God, public enemy or governmental authorities."

4 We felt that the DOT had an opportunity here
5 to -- you know, they used part of the paragraph to say
6 we can't pay you because you are, you know, we were
7 limited by what we can do.

8 Virtually their words to me at the last meeting
9 we had on my appeal to them was, by Mr. Ivey, and
10 I will paraphrase what he said, because I don't
11 remember it word for word, but we probably owe you the
12 money, but based on the contract, we can't pay you.
13 That's what he told his boss and everyone else.

14 So, then after we get this, we started digging
15 into it. We feel that they do have a means to pay us.
16 We feel they are obligated, based on, you know, their
17 neglect to inspect the work as it was done.

18 It wasn't a project where we were on a site
19 specific job where we could control every aspect of
20 that job, you know, from day one to the end. It was,
21 like I say, over a hundred mile stretch of driving,
22 highway, to be at any one location.

23 CHAIRMAN COWGER: I think we understand what
24 you've said about that. One other question. In that
25 second sentence it says, "Except that in the case of

1 extensive or catastrophic damage, the Department may at
2 its discretion reimburse the contractor for repair of
3 such damage."

4 How do you view the word extensive in relation to
5 this situation?

6 MR. MORRIS: Well, I would say it's based
7 basically on the monetary damage to us, you know, in
8 relation to the contract amount.

9 We're talking about almost 10 percent of the
10 contract amount. That was extensive. It wasn't --
11 isn't a matter of what the damage was, but monetarily
12 what hurt the contractor based on the proportion to the
13 contract, you know.

14 MR. ROEBUCK: A \$60,000 contract up and down the
15 state of Florida and you've got a \$4,000 or \$5,000
16 loss, it's big pickings.

17 CHAIRMAN COWGER: Okay. Are you through?

18 MR. MORRIS: Yes, sir.

19 CHAIRMAN COWGER: In the interest of time, let's
20 let DOT proceed.

21 MR. IVEY: Gene, our position is relatively
22 simple. The wording of that does say "may." You've
23 talked about the definition of extensive and
24 catastrophic. I don't consider this particular
25 incident either of those. The Department doesn't see a

1 contractual obligation to pay the contractor for
2 replacing these materials.

3 Did you want to add anything?

4 MR. ROBERTS: I think that pretty well covers the
5 position.

6 MR. ROEBUCK: I hear used around the word
7 "lawlessness." They've used that phrase in that 5.9,
8 talking about some contractors have received money for
9 shooting out these big light bulbs prior to turning the
10 job over. They call it the lawlessness agreement.

11 Have you ever exercised that before under that
12 word, lawless?

13 MR. IVEY: I don't recall that.

14 MR. ROEBUCK: Some of your peers are exercising
15 it in that light. Some of these vandals and things
16 around, you know, doing damage to work. I specifically
17 am talking about lights.

18 MR. DEYO: I have a question.

19 MR. IVEY: I don't recall any.

20 MR. DEYO: Had DOT determined prior to this
21 discovery that the work had, in fact, been completed at
22 some point in time? That's not mentioned in any of the
23 rebuttal.

24 MR. ROEBUCK: "Following the previously installed
25 system, the DOT said" --

1 MR. DEYO: Was it documented and inspected, the
2 work was completed? Do you keep daily diaries, weekly
3 diaries?

4 MR. STANFORD: Yes. Let me start at the
5 beginning here to explain this to you. At the
6 preconstruction -- I will start from the very beginning
7 so it's very understandable to you all.

8 At preconstruction I talked with Mr. Morris.
9 I talked about use of the boat. I said to help you
10 out, if we don't have to use it, if we can work from
11 above, work around, we will do that. I will work with
12 you on it.

13 So, I said what we will do, I will -- seeing as
14 I'm project engineer, quote, inspector, unquote, that
15 I will go with you to your first location to make sure
16 we are installing the rails per the plans.

17 Those plans were to construct an aluminum rail on
18 existing galvanized ladders with the use of a fiber
19 rubber insert between the aluminum clamp and the
20 galvanized rail to eliminate that element of reaction
21 between galvanized and aluminum.

22 I went to the first installation. They installed
23 the rails. They did it per plans.

24 I said, well, I see that you know what you're
25 doing now. Seeing as my time is valuable, I have other

1 things to do, give me a call every day, I will -- when
2 you're real close in the Ft. Myers area, I can meet
3 you, look at the installation again, and that's the way
4 we worked it.

5 When they had all the rails installed, I asked
6 the superintendent to please make sure before we go out
7 that you have -- that everything is up to snuff as far
8 as all the rails installed.

9 The superintendent did. He called me. He said,
10 Mr. Stanford, at the two bridge locations in Manatee
11 County, the rails are missing.

12 I said, well, let's do this then. We will go
13 back to the beginning and we will do an inspection
14 acceptance of those rails that had been installed.

15 The contractor picked me up at my office on
16 December 1st. We made an inspection of all of the
17 state rail bridge locations.

18 I finally accepted those at that time. I advised
19 the contractor shortly thereafter, after we inspected
20 the bridge locations on the Manatee River, the two
21 bridges where the rails were stolen, to reinstall them.

22 There was some problems prior to this about the
23 height of the rails did not meet the requirements of
24 the plans, which I was -- as Mr. Morris said, the
25 maintenance bridge people advised me of it. I also met

1 with him that day. We did measure those. Some were
2 out of the specified height, which the contractor had
3 to remove with a hack saw and file off the burrs and
4 touch it up, whatever. They did that.

5 So, that inspection was made. And all the
6 bridges, except for those two, were found acceptable.
7 Due to the fact that those two bridge sites were in an
8 area -- well, it's tough for me to say -- but it could
9 be advantageous for that type thing to happen.

10 As the contractor was installing those rails,
11 they had persons climbing up and down the ladders while
12 they were doing the work. The contractor advised them
13 they were working on a State project, they don't need
14 to be on the ladders.

15 That did nothing for the kids and guys that
16 wanted to go down that ladder, which they were not
17 authorized to do. There were signs that said do not
18 access.

19 They did. They said they got them up. That's
20 when I advised them we will do a final inspection, and
21 then those two rail systems were missing.

22 MR. IVEY: Did you answer Bill's question, did we
23 ever see those rails installed prior to them being
24 missing?

25 MR. STANFORD: No, sir.

1 MR. ROEBUCK: Was there evidence that they had
2 been bolted in place?

3 MR. STANFORD: No, sir.

4 MR. MORRIS: It was my understanding that there
5 was, that a DOT electrician was working on the lighting
6 on the fender system and there were clamps on the --
7 where the clips were actually laying, some of them were
8 actually laying on the fender system where they just
9 let them drop.

10 CHAIRMAN COWGER: Excuse me a minute. Is DOT
11 disputing that these were ever installed?

12 MR. IVEY: No, Gene, that has never been an issue
13 with us.

14 CHAIRMAN COWGER: Then why are we off on this?

15 MR. IVEY: The point is that we never documented
16 that they were.

17 CHAIRMAN COWGER: All right.

18 MR. DEYO: I asked if they were installed, was it
19 documented and was it inspected?

20 MR. STANFORD: Based on what I said, me and Bill
21 said, his superintendent called me every day, gave me
22 his location, what he did, how many hours he spent,
23 where his crew was.

24 I put full honesty and trust in their work from
25 the first location. They did the work, to the best of

1 my knowledge. The rails were installed, to the best of
2 my knowledge. When we went to make final inspection
3 they were gone.

4 CHAIRMAN COWGER: Now, did I hear you say that
5 you did accept all of the systems except for the two
6 where the rails were stolen at some point in time
7 before acceptance of the overall project?

8 MR. STANFORD: Yes, sir.

9 MR. MORRIS: Which basically contradicts what
10 their statement was earlier was that they couldn't
11 accept the project in partial, that they had to accept
12 it as a whole or not at all.

13 CHAIRMAN COWGER: I think we are about -- we've
14 heard all we need to hear, but let's go for a minute to
15 what was said at the preconstruction conference.

16 Mr. Morris is saying that he was told at the
17 preconstruction conference that the jobs -- the sites
18 would be accepted as completed site by site.

19 Mr. Stanford is saying that's not really what
20 was said, and he explained to us earlier in his
21 testimony what was said at the preconstruction
22 conference. The minutes of the preconstruction
23 conference that are in one of the exhibits do not
24 address that issue.

25 I guess, DOT, what is your position there? Was

1 there any discussion at all of acceptance of the work
2 site by site?

3 Mr. Stanford, since you were there, I think you
4 would be the appropriate one to answer that question.

5 MR. STANFORD: No, sir. The intent of what
6 I told the contractor, I would go to the first location
7 to inspect the installation, to make sure it met what
8 plans called for.

9 From that point onward, when they were in the
10 local area of Ft. Myers on a couple of bridges they had
11 to do there, I would meet with them to again inspect
12 their work.

13 There was no acceptance of any of those bridge
14 locations done until the time that I had asked the
15 contractor to make sure everything was up to snuff.
16 And then on December 1 we would do a final inspection
17 of the project.

18 That's where we found the two rails missing.

19 MR. IVEY: I don't think that contradicts with
20 any of our past practice or history, Gene.

21 MR. DEYO: I have a question on the pay. How
22 were these paid for, as they were completed and
23 reported to you, or as they were inspected?

24 MR. STANFORD: As they called me and said,
25 Mr. Stanford, we installed the rails on the -- a

1 certain river bridge.

2 Okay, how long did you work on it, four hours,
3 five hours? Yes. Two of you there? Yes. Did you
4 have a boat there? Yes, but we didn't use a boat.

5 Gave me the overhead. I paid for it based on
6 what the contractor's work was done on my first
7 inspection and installation of the work per plans.
8 Full trust and honesty I had with the contractor, and
9 he had with me. That's the way we did it.

10 CHAIRMAN COWGER: How were the pay items set up?
11 Was it per each --

12 MR. STANFORD: It was by pound.

13 MR. MORRIS: By pound of rail.

14 MR. ROEBUCK: I don't have any more questions.

15 CHAIRMAN COWGER: All right. Mr. Contractor,
16 Mr. Morris, do you have anything further to say?

17 MR. MORRIS: No, sir, I don't think so.

18 CHAIRMAN COWGER: Mr. Ivey or any of your people?

19 MR. IVEY: No.

20 CHAIRMAN COWGER: Mr. Roebuck, do you have any
21 questions?

22 MR. ROEBUCK: No, clear as a bell to me.

23 CHAIRMAN COWGER: Mr. Deyo, do you have any
24 questions.

25 MR. DEYO: No.

1 CHAIRMAN COWGER: This hearing is hereby closed.
2 The Board will meet to deliberate on this claim in
3 approximately six weeks and you will have our final
4 order shortly thereafter.
5 (Whereupon, the hearing was concluded at 11:55 a.m.)

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 CERTIFICATE OF REPORTER

2 STATE OF FLORIDA)

3 COUNTY OF LEON)

4 I, CATHERINE WILKINSON, Court Reporter, do hereby
5 certify that I was authorized to and did stenographically
6 report the foregoing hearing; and that the transcript is a
7 true record of the testimony given.

8 I FURTHER CERTIFY that I am not a relative, employee,
9 attorney or counsel of any of the parties, nor am I a
10 relative or employee of any of the parties' attorney or
11 counsel connection with the action, nor am I financially
12 interested in the action.

13 Dated this 23rd day of June, 1995.

14

15

Catherine Wilkinson

16

CATHERINE WILKINSON
CSR, CP
Post Office Box 13461
Tallahassee, Florida 32317

17

18 STATE OF FLORIDA)

19 COUNTY OF LEON)

20 The foregoing certificate was acknowledge before me
21 this 23rd day of June, 1995, by CATHERINE WILKINSON, who
22 is personally known to me.

22

23

Kathleen Grow

24



KATHLEEN GROW
MY COMMISSION # CC278204 EXPIRES
April 20, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

25