






CITY MANAGER'S REPORT AGENDA
ITEM REQUEST
FINANCE DEPARTMENT

TO: Ed Lavallee, City Manager 
THROUGH: Jeff Snyder, Finance Director 
FROM: Peter Boers, Procurement Manager 
DATE: May 23, 2014
SUBJECT: **Approval of Contract for Eastside WRF Filter Rehabilitation (ITB # 2983-14) with TLC Diversified, Inc. in the amount of \$587,800.**

Background:

At the request of the Utilities Department, Procurement has solicited sealed bids for filter rehabilitation at the Eastside Water Reclamation Facility (WRF). On April 23, 2014 three (3) responsive and responsible bids were received.

Upon evaluation of the bids staff recommends award to TLC Diversified, Inc. of Palmetto, FL, a "local business" as defined in Section 2-211, as the lowest responsive and responsible bidder, in the amount of \$587,800.00. A Notice of Intent to award was issued on April 25, 2014

The Utilities Department has reviewed the bid responses and concurs with this recommendation.

Requested Action:

Approval of the attached contract with TLC Diversified, Inc. in the amount of \$587,800 and grant authorization for the Mayor to execute the contract.

City Attorney Review:

The City Attorney has reviewed this document and finds no legal objections.

Risk Management Review:

The Risk Manager has reviewed this document and finds no risk management objections.

Funds Availability (account number):

Funds appropriated in department account for budget year 2013-2014

Cc: Len Bramble, Utilities Director
Tim Hochuli, Assistant Utilities Director

Attachments



CITY OF VENICE
401 W. Venice Avenue Venice, FL. 34285

NOTICE OF INTENT TO AWARD

BID NUMBER: ITB 2983-14

BID TITLE: Eastside WRF Filter Rehabilitation

DUE DATE AND TIME: April 23, 2014 at 2:00PM

RESPONDENTS:

<u>Company Name</u>	<u>City</u>	<u>County</u>	<u>Total Bid Price</u>
Douglas N. Higgins, Inc.	Ann Arbor, MI		\$657,600
TLC Diversified, Inc.	Palmetto, FL	Manatee	\$587,800
Westra Construction Corp.	Palmetto, FL	Manatee	\$773,000

AWARD: Lowest responsive and responsible bid, Total Base Bid

RESULTS: **TLC Diversified, Inc.**, having submitted the lowest responsive and responsible bid is recommended for award.

By: 
Peter A. Boers, Procurement Manager

Date: 4-25-2014

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2014, by and between the CITY OF VENICE, FLORIDA, hereinafter referred to as the "City," and TLC DIVERSIFIED, INC., a Florida Corporation, hereinafter referred to as the "Contractor."

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The contract documents consist of this contract, standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, Contractor's bid proposal for ITB #2983-14, payment and performance bonds, all of which are hereby made a part of this Contract.

(2) The Contractor shall perform all the work required by the contract documents for the following project, and shall include installation of the listed items, per bid specifications:

City Bid ITB #2983-14: Eastside WRF Filter Rehabilitation

(3) The work to be performed under this contract shall be completed within one hundred eighty (180) days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, subject to the terms and conditions of the contract documents and any written change orders, the contract sum of: **Five Hundred Eighty Seven Thousand Eight Hundred Dollars & 00/100 (\$587,800.00).**

(5) Time is of the essence in this Contract. In the event that the work is not completed within the required time, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **nine hundred sixty six dollars (\$966.00) per day** for each calendar day that the work remains uncompleted beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Pursuant to applicable Florida law, Contractor's records associated with this Contract may be subject to Florida's public record laws, Florida Statutes 119.01, *et seq*, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes.

(8) Termination. This Contract may be terminated by the City if Contractor is in breach of any term or provision of this Contract or any of the contract documents, or at any time such termination is in the best interest of the City. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(9) This Agreement and the contract documents constitute the entire Agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:


CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK

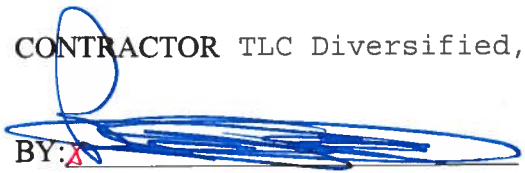

BY: _____
MAYOR

ATTEST:

CONTRACTOR TLC Diversified, Inc.



Joanne Lamberson/Secretary
Signed by (typed or printed)


BY: 

Thurston Lamberson/President
Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER M. E. Wilson Co., Inc. 300 W. Platt St. Ste 200 Tampa, FL 33606	1-813-229-8021	CONTACT NAME: Diana Defreeuw PHONE (A/C, No, Ext): 813-229-8021 FAX (A/C, No): E-MAIL ADDRESS: ddefreeuw@mewilson.com																					
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COVERAGES

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REVISION NUMBER:

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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		001WC13A61661	04/01/14	04/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater		TRA3972460	04/01/14	04/01/15	\$1,000 Ded 1,000,000 Transit & Storage: Included Deductible: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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City Bid ITB #2983-14: Eastside WRF Filter Rehabilitation Project
TLC Job # 14-10-01

CERTIFICATE HOLDER**CANCELLATION**

The City of Venice

401 W. Venice Avenue

Venice, FL 34285

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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JL002

39571700



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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TRA3972460	04/01/14	04/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		TRA3972460	04/01/14	04/01/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		001WC13A61661	04/01/14	04/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater		TRA3972460	04/01/14	04/01/15	\$1,000 Ded 1,000,000 Transit & Storage: Included Deductible: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Venice, its Elected Officials, Officers, Agents, Employees are Additional Insured as their interest may appear under this Contract.

Coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.

City Bid ITB #2983-14: Eastside WRF Filter Rehabilitation Project
TLC Job # 14-10-01

CERTIFICATE HOLDER**CANCELLATION**

The City of Venice

401 W. Venice Avenue

Venice, FL 34285

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
JL002

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39571700



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114
386-898-0507
Fax 386-898-0510

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

May 5, 2014

City of Venice
401 W. Venice Ave.
Venice, FL 34285

Re: *Authority to Date Bonds and Powers of Attorney*
Principal: TLC Diversified, Inc.

Bond No.: 0929128

Project: ITB #2983-14, Eastside WRF Filter Rehabilitation, 3510 Laurel Road East, Venice, FL 34275

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once *dated*, please *fax* a copy of the bonds to our office.

Sincerely,
Westfield Insurance Company

Teresa L. Durham
Attorney-in-Fact and
Florida Licensed Resident Agent

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

Executed In 4 Counterparts

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 0929128

CONTRACTOR NAME: TLC Diversified, Inc.

CONTRACTOR ADDRESS: 2719 17th St. East
Palmetto, FL 34221

CONTRACTOR PHONE NO: (941) 722-0621

SURETY COMPANY: Westfield Insurance Company
PO Box 5001
Westfield Center, OH 44251-5001 (330) 887-0101

OWNER NAME: City of Venice

OWNER ADDRESS: 401 W. Venice Ave.
Venice, FL 34285

OWNER PHONE NO.: (941) 486-2626

OBLIGEE NAME: (If contracting
entity is different from the owner,
the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO.: _____

BOND AMOUNT: \$587,800.00

CONTRACT NO.: (If applicable) ITB #2983-14

DESCRIPTION OF WORK: Eastside WRF Filter Rehabilitation

PROJECT LOCATION: 3510 Laurel Road East, Venice, FL 34275

LEGAL DESCRIPTION:
(If applicable) _____

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND.

Bond No. 0929128

Executed in 4 Counterparts

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT TLC Diversified, Inc., a Florida
Corporation, as Principal, hereinafter called Contractor; and
Westfield Insurance Company, a corporation of the State
of Ohio, a surety, hereinafter called Surety, are held and firmly bound unto the
City of Venice as Obligee, hereinafter called the City in the amount of: Five Hundred Eighty-
Seven Thousand, Eight Hundred Dollars (\$ 587,800.00) for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of
_____, 2014, entered into a Contract with the City for the following described
project:

ITB #2983-14,
Eastside WRF Filter Rehabilitation
~~ITB#-2982-14: TBD~~

which contract is incorporated by reference herein and made a part hereof, and is hereinafter
referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly make payments to all persons supplying Contractor labor, materials and supplies,
used directly or indirectly by the Said Contractor or Subcontractors in the prosecution of the work
provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain
in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the Contract or to the work
to be performed thereunder or the Specifications accompanying the same shall in anyway affect its
obligation on this Bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the Contract or to the work or to the Specifications.

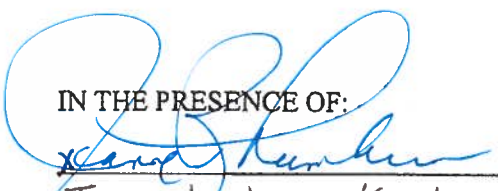
PROVIDED FURTHER, that this bond is issued pursuant to Section 255.05, Florida Statutes,
and reference is hereby made to the notice and time limitations in said statute for making claims
against this bond.

PROVIDED FURTHER, that any suit under this bond must be instituted before the expiration
of one (1) year from the performance of the labor or completion of delivery of the materials or
supplies.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any
person or corporation other than the City named herein and those persons or corporations provided
for the Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

Signed and sealed this _____ day of _____, A.D., 2014.


IN THE PRESENCE OF:


Joanne Lamberson/Secretary

CONTRACTOR TLC Diversified, Inc.

By: 
Thurston Lamberson/President

INSURANCE COMPANY
Westfield Insurance Company

By: 
Agent and Attorney-in-Fact
Teresa L. Durham, Attorney-in-Fact
and FL Licensed Resident Agent
Inquiries: (407) 786-7770

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND.

Bond No. 0929128

Executed in 4 Counterparts

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, TLC Diversified, Inc. a Florida Corporation as Principal, hereinafter called Contractor; and Westfield Insurance Company, a corporation of the State of Ohio as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Oblige, hereinafter called the City, in the amount of Five Hundred Eighty-Seven Thousand, Eight Hundred Dollars (\$ 587,800.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2014, entered into a Contract with the City for the following described project:

ITB #2983-14,
Eastside WRF Filter Rehabilitation
~~ITB# 2982-14-FBD-~~

which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees

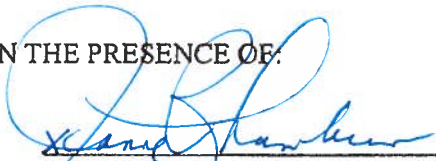
that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the contract documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

Signed and sealed this _____ day of _____, A.D., 2014.


IN THE PRESENCE OF:


Joanne Lamberson / Secretary

CONTRACTOR TLC Diversified, Inc.

By: 
Thurston Lamberson / President

INSURANCE COMPANY
Westfield Insurance Company

By: 
Agent and Attorney-in-Fact
Teresa L. Durham, Attorney-in-Fact
and FL Licensed Resident Agent
Inquiries: (407) 786-7770

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0990992 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, JEFFREY W. REICH, LESLIE M. DONAHUE, SUSAN L. REICH, PATRICIA L. SLAUGHTER, GLORIA A. RICHARDS, TERESA L. DURHAM, CHERYL FOLEY, LISA ROSELAND, JOINTLY OR SEVERALLY

of MAITLAND and State of FL Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability hereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina

ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of



Frank A. Carrino Secretary
Frank A. Carrino, Secretary