

117 Technology Drive
Pittsburgh, PA 15275
Tel: 412-787-9880
Fax: 412-787-2512



Fax

To: Dean Wingerd From: David Brown
Fax: 304-558-4115 Pages: 16
Phone: 304-558-0468 Date: 10/15/2014 11:15AM
CC: _____

- Urgent For Review Please Comment Please Reply

Comments:

Dean,
Faxing down my bid to you as instructed
for 0613 VNF1500000001

10/15/14 11:24:49AM
West Virginia Purchasing Division

If you do not receive all pages, please call us at the above listed phone number.

Thank you.



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation

Proc Folder: 25438

Doc Description: ADDENDUM NO 2- HVAC CONTROL SYSTEM

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-10-06	2014-10-15 13:30:00	CRFQ 0813 VNF150000001	3

BID DELIVERY LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

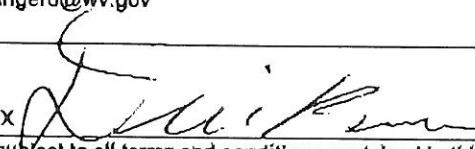
VENDOR

Vendor Name, Address and Telephone Number:

Johnson Controls, Inc.
117 Technology Dr
Pittsburgh, PA 15275
412-505-2012

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
(304) 558-0488
dean.c.wingerd@wv.gov

Signature X  FEIN # DATE 10/14/2014

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO:		SHIP TO:	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Niagra AX Jace or EQUAL	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
40100000			

➤ Extended Description :

Contractor must install, an open platform Niagra AX Jace or equal, to interface with the existing Metasys NAE to provide owner with an open protocol system that will require no proprietary software or tools to service in the future. Price must include on-site training on Niagra AX Jace at the completion of the project. Contractor will program existing unit level controllers into new Niagra AX Jace or equal.

INVOICE TO:		SHIP TO:	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	perform heat loss, heat gain analysis.	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
40100000			

Extended Description :

Contractor must perform a heat loss, heat gain analysis to determine CFM/Heating/Cooling/BTU/Fresh Air based on specific room requirement and make software adjustment of the true set-points and balance the entire system, and provide all documentation and Certification stamped by a certified P.E. of Air Balance performance.

INVOICE TO:		SHIP TO:	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Heating and cooling and air conditioning HVAC construction a	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
40100000			

Extended Description :

Heating and cooling and air condlloning HVAC construction a

VNF150000001	Document Phase Final	Document Description ADDENDUM NO 2- HVAC CONTROL SY STEM	Page 4 of 4
--------------	--------------------------------	---	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ 0613 VNF150000001

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To change the bid opening date for this solicitation to Wednesday, October 15, 2014 at 1:30pm.
2. To provide Addendum Acknowledgment form.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF150000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Johnson Controls Inc
Company

Authorized Signature

Date 10/14/2014

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Service 

Proposal

Pittsburgh Service Branch
117 Technology Drive
Pittsburgh, PA 15275-1084
Phone: 412-787-9880
Fax: 412-787-2512

TO: BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON, WV 25305

Date: October 15, 2014

Project: HVAC CONTROL SYSTEM

We propose to furnish the materials and/or perform the work described below for the net price of:
\$6,988.00

SIX THOUSAND, NINE HUNDRED EIGHTY-EIGHT AND 0/100 DOLLARS

For the above price this proposal includes:

- JCI will provide to WVNF with a laptop computer. On the computer will be our system configuration tool and our CVTPRO zone bus/ N2 Bus Interface converter. These are the same tools that our controls technicians use to provide service to customers.
- The system configuration tool (SCT) supports the engineering, installation and commissioning of the Metasys building automation system. With SCT, WVNF will have the same exact tool as our Johnson Controls technicians to do with as they choose.
- The CVTPRO zone bus/N2 bus interface converter serves as the converter between the laptop computer provided in this project and controllers in the field. WVNF will be able to use the laptop along with the converter to plug into field controllers.
- Johnson Controls will provide on site training on SCT and proper use of the CVTPRO converter. WVNF then owns these tools, and can utilize them as they see fit - whether that be in house or calling in ourselves or another controls company.
- Heat loss/heat gain analysis is not included in this proposal, as it is not believed to be necessary for the facility.
- Our West Virginia contractor's license number is WV003182

JCI Controls, Inc.

Project: HVAC CONTROL SYSTEM

Page: 2

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

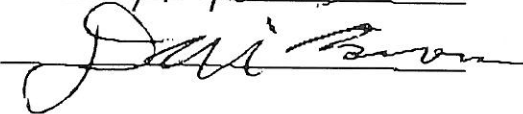
This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Nov. 13, 2014

Company Name

Johnson Controls, Inc.

Name: _____
 Title: _____
 Date: _____
 PO: _____

Name: David Brown
 Title: Account Representative
 Date: 10/15/2014


TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement. JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING && PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by JCI, for a period of one (1) year from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.

JCI Controls, Inc.

Project: HVAC CONTROL SYSTEM

Page: 4

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

WV-73
Rev. 08/2013



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

~~STATE OF WEST VIRGINIA,~~ ^{PENNSYLVANIA}
STATE OF WEST VIRGINIA,
COUNTY OF Allegheny, TO-WIT:

I, David Brown, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Johnson Controls, Inc.; and,
(Company Name)
- 2. I do hereby attest that Johnson Controls, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

The above statements are sworn to under the penalty of perjury.

By: David Brown
Title: Account Representative
Company Name: Johnson Controls, Inc.
Date: 10/14/2014

Taken, subscribed and sworn to before me this 14 day of October, 2014.

By Commission expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cathy A. Lucot, Notary Public
Findlay Twp., Allegheny County
My Commission Expires Nov. 11, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Seal)

Cathy A. Lucot
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. Q613 VNF150000001

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Johnson Controls, Inc.

Authorized Signature: [Signature] Date: 10/14/2014

State of PENNSYLVANIA

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 14th day of October, 2014

My Commission expires Nov. 11, 2016

COMMONWEALTH OF PENNSYLVANIA
Notary Public
Cathy A. Lucoot, Notary Public
Findlay Twp., Allegheny County, PA
My Commission Expires Nov. 11, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Agency Veterans Nursing Facility
REQ.P.O# 0613 VNF1500000001

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Johnson Controls, Inc.
of 5757 North Green Bay Avenue, Milwaukee, WI 53209, as Principal, and Liberty Mutual Insurance Company
of 175 Berkeley Street, Boston, MA 02118, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Building Controls; West Virginia Veterans Nursing Facility
1 Freedom Way
Clarksburg, WV 26301

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligor may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 14th day of October, 2014.

Principal Seal

JOHNSON CONTROLS, INC.
(Name of Principal)
By Catherine B. Hutson
(Must be President, Vice President, or Duly Authorized Agent) Catherine B. Hutson
Attorney-In-Fact
(Title)

Surety Seal

LIBERTY MUTUAL INSURANCE COMPANY
(Name of Surety)
Lucy A. Hantzsch
Lucy A. Hantzsch, Attorney-In-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Johnson Controls, Inc.
6757 N. Green Bay Avenue
Milwaukee, WI 53209



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Catherine B. Hutson
Hays Companies
1200 N. Mayfair Road, Suite 100
Milwaukee, WI 53226

to perform, on behalf of the Company, and any wholly-owned subsidiaries, the acts described below:

To execute and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Hays Companies by a Company authorized surety that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for six (6) months from the date of issue.

Signed and sealed at Milwaukee, Wisconsin, this 14th day of October 2014.

Alex A. Molinaroli, President

Attest:

Jerome D. Okarma, Secretary

[SEAL]



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

Certificate No. 8487141

POWER OF ATTORNEY

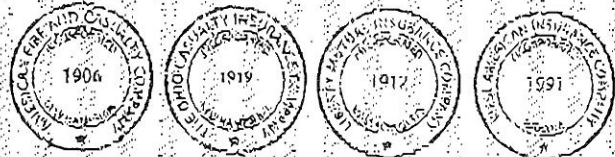
KNOW ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cathy Hulson; Daniel J. Kwiecinski; Daniel J. Sapiro; Kathleen A. Cray; Lisa M. Slakes; Lucy A. Hantzsch; Tracy K. Matthews; Wendy S. Miller

all of the city of MILWAUKEE state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf, as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of February 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Theresa Pastella, Notary Public
Plymouth Twp., Montgomery County,
PA Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Theresa Pastella
Theresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of October 2014



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.