

State of West Virginia Request for Quotation 09 — Construction

 Proc Folder: 158946

 Doc Description: Addendum 2 Bathhouse Addition and Renovation MCA

 Proc Type: Central Purchase Order

 Date Issued
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 Version

 2015-12-07
 2015-12-15
 CRFQ
 0603 ADJ1600000013
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**BID RECEIVING LOCATION** 

**BID CLERK** 

**DEPARTMENT OF ADMINISTRATION** 

**PURCHASING DIVISION** 

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Jarrett Construction Services, Inc.

PO Box 5250

Charleston, WV 25361

Tel: (304) 344-9140



FOR	INFORMATION	CONTACT	THE RIIVER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X

July 24 Jupott

FEIN # 55-0768539

DATE 12/15/15

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMAITON:

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA NATIONAL GUARD'S CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE TO ESTABLISH A CONTRACT FOR THE ONE TIME PURCHASE OF LABOR, MATERIALS, AND ALL ASSOCIATED COSTS TO COMPLETE A BATHHOUSE ADDITION AND RENOVATION FOR THE MOUNTAINEER CHALLENGE ACADEMY AT CAMP DAWSON, LOCATED NEAR, KINGWOOD (PRESTON COUNTY), WV, PER THE ATTACHED.

PROJECT DOCUMENTS MAY BE OBTAINED AT: CHARLESTON BLUEPRINT 809 QUARRIER STREET CHARLESTON, WV 25301 304-343-7907

CONTRACTOR SHALL PAY ALL COSTS FOR PRINTING, HANDLING, AND MAILING. COSTS ARE NOT REFUNDABLE

INVOICE TO		SHIP TO	
DIVISION ENGINEERING	& FACILITIES	FACILITY MAINTENANCE MANA	AGER
ADJUTANT GENERALS O	FFICE	CAMP DAWSON ARMY TRAININ	IG SITE
1707 COONSKIN DR		240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	
CHARLESTON	W V 23311	KINGWOOD	WV 26537-1077
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID: Bathhouse Addition and Renovation	l	45		477.1083

Comm Code	Manufacturer	Specification	Model #	
72000000	-		-	

#### **Extended Description:**

BASE BID: Furnish all the labor, materials, tools, supplies and expendable equipment required to complete a bathhouse addition and renovation at Camp Dawson, in Kingwood (Preston County) WV per the plans and specifications.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING	& FACILITIES	FACILITY MAINTENANCE MANAG	BER
ADJUTANT GENERALS C	FFICE	CAMP DAWSON ARMY TRAINING	SITE
1707 COONSKIN DR		240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537-1077
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item 2:Alternate No. 1- Window Replacement		LS		22,896

Comm Code	Manufacturer	Specification	Model #	
72000000		-		
i				

#### **Extended Description:**

Contract item 2: Alternate No. 1 Furnish all the labor, materials, tools, supplies and expendable equipment required to replace the windows of exisiting Building 228, per the plans and specifications at Camp Dawson, in Kingwood (Preston County) WV.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING	& FACILITIES	FACILITY MAINTENANCE MANAGE	R
ADJUTANT GENERALS O	FFICE	CAMP DAWSON ARMY TRAINING S	SITE
1707 COONSKIN DR		240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Contract Item 3:Alternate No. 2-Building 229 Finishes		LS	·	86,574

Comm Code	Manufacturer	Specification	Model #	
72000000				

### **Extended Description:**

Contract Item 3: Alternate No. 2 Furnish all the labor, materials, tools, supplies and expendable equipment required to provide electrical and interior finish modifications in Building 229, per the plans and specifications at Camp Dawson, in Kingwood (Preston County) WV.

# SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	MANDATORY PREBID MEETING 11/19	/15 AZO1151-AM-1996T
2	VENDOR QUESTION DEADLINE 12/01/	15 A21041814112E0S1T

	Document Phase	Document Description	Page 4
ADJ1600000013	Final	Addendum 2 Bathhouse Addition and	of 4
		Renovation MCA	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# STATE OF WEST VIRGINIA Purchasing Division

# **PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

#### **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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law, or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

#### WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _Jarrett Construction Services, Inc.
Authorized Signature:
State of West Virginia
County of Kanawha , to-wit:
Taken, subscribed, and swom to before me this 6 day of December , 2015.
My Commission expires April 11 , 2020.
AFFIX SEAL HERE NOTARY PUBLIC HOTH TIGHTAKE
NOTARY PUBLIC OFFICIAL SEAL LISA R. STALMAKER State of West Virginia My Commission Expires April 11, 2020 1906 Main Avenue, April 4 Nino, WV 20143

# SECTION I - BASE BID and ALTERNATES BID FORM

Dated:		December 15, 2015				
Submitte	d by Bidder:	Jarrett Construction Services, Inc.				
West Virgin	ia Contractor's License Number:	WV_030133				
For:	BATHHOUSE ADDITION Camp Dawson - Kingwood,	The state of the s				
QUALIFIC	CATIONS FOR BIDDER:					
	certifies that he has performed sinumentation on jobs and locations	milar work for at least five (5) years and if requested will s:				
Submitte	i To:					
The State of	West Virginia (hereinafter called	("Owner")				
The Bidder, being familiar with local conditions affection the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete Addition and Renovation of the Bathhouse Addition and Dorm Renovation, Camp Dawson - Kingwood, West Virginia in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:						
CONTRAC	T BID ITEM NO. I (BASE I	B!D):				
For	in flunded Ser	wy Seen Thurson One 477 103				
Hone	bed The	\$ 477 103				
(The Base Bi	d includes all work including allov	wances indicated in Drawings and Specifications, EXCEPT scribed in Section II of the Bid Form.)				
ALTERNA	TES:					

The stated Base Bid is subject to the following additions or deductions for Alternates that the Owner may select. ("Provide" means 'furnish and install". Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

#### ALTERNATES:

CONTRACT BID ITEM NO. 2 - (ALTERNATE NO. I - WINDOW REPLACEMENT):
ADD the sum of:
_ Twenty Two Thaza Eyla Hundrel
Nuls 540 52,896
CONTRACT BID ITEM NO. 3 – (ALTERNATE NO. 2 - BUILDING 229 FINISHES):
Eight Sty Thomas Forenthow Senty Four
86,574

#### CONTRACT AWARD:

The Contract is intended to provide the agency with a purchase price for the Contracted Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for Bid Item No. I (Base Bid). Bid Item No. 2 - Alternate No. I; Bid Item #3 - Alternate No. 2 will be awarded if funds are available. Owner will select Alternate Bid Items in the order they are presented in the bid documents, and the Owner reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the Project.

#### TIME OF COMPLETION:

If awarded the contract, I (we) agree to perform the work to completion and ready for operation and use no later than **One Hundred Eighty (180) Calendar Days** from Notice To Proceed. Total liquidated damages are \$1,250.00 for the first day and \$1,150.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one Calendar Day.

#### ACCEPTANCE PERIOD:

The Bidder certifies that this bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that the Base Bid shall be good and binding and may not be withdrawn for a period of 120 days from the date of the receipt of bids; and further agrees that Alternate Bids shall be good and binding and may not be withdrawn for a period of 90 days from the Date of the Contract.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

Addendum 1 - 11/23/15

Addendum 2 -12/07/15

# SIGNATURE OF BIDDER:

July 24 July Jarrett Construction Services, Inc. Firm: By: President Address: PO Box 5250 Title: 1605 Virginia Street, East 304.344.9140 Address: Phone: 304.344.9143 Address: Charleston, WV 25361 Fax:

Tax Cert. # 55-0768539

END OF SECTION !

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ADJ1600000013

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)									
	[x]		Addendum No. 1	[	3	Addendum No. 6			
	[x]		Addendum No. 2	ĺ	]	Addendum No. 7			
	[ ]		Addendum No. 3	Į	]	Addendum No. 8			
	[	]	Addendum No. 4	[	1	Addendum No. 9			
	ſ	]	Addendum No. 5	Į	1	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.  Jarrett Construction Services, Inc.									
Company									
July 74 July									
						Authorized Signature			
						12/15/15			
						Date			

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Agency	Ad	<u>utant</u>	Gen	<u>eral</u>		
REQ.P.	O#	CRFQ	0603	ADJ1	60000	0013

# **BID BOND**

	KNOW	ALL MEN BY 1	HESE PRESE	ENTS, That	we, the u	ndersign	ed, <u>Jarre</u>	tt Construc	tion S	ervices, Inc	C
of		Charleston	,		WV_		as Princi	pal, and <u>Ohi</u>	o Farn	ners Insura	nce Company
of	West	ield Center		OH	, a	corporati	on organi	zed and exis	ting und	der the laws	of the State of
<u>OH</u>	<del></del>	_with its princi	pal office in the	e City of	<u>Westfiel</u>	d Cente	er, as	Surety, are	held a	nd firmly bo	und unto the State
of Wes	t Virginia,	as Obligee, in	the penal sum	of <u>Five Pe</u>	cent of	<u>Amount</u>					payment of which
well an	d truly to	be made, we jo	intly and sever	rally bind ou	rselves, o	our heirs,					
											sing Section of the
Departi	ment of A	dministration a	certain bid or p	proposal, att	ached he	ereto and	made a p	oart hereof, to	o enter	into a contra	act in writing for
<u>Batnn</u>	ouse Ad	dition and Re	novation MC	CA - CRFQ	0603 A	DJ1600	000013	- According	to Pla	ans & Spec	cifications
						_	_				
	NOW T	HEREFORE,			10						
	(a) (b)	If said bid sha	Il be rejected,	Or	D-i	_L_H			_		ne bid or proposal
me agre full forc	eement ca se and eff	and snall turnis reated by the ad	on any other bo eceptance of s ssly understoo	onds and ins aid bid, ther od and agre	urance re this obli ed that th	equired t gation st re liabilit	y the bid all be pul	or proposal, Land void lo	and sha thenwise	all in all othe e this obligat	or respects perform tion shall remain in aunder shall, in no
way im <sub>i</sub> waive n	paired or	rety, for the value affected by an argue and such extensions	y extension of	ereby stipula f the time w	ates and ithin whi	agrees the C	at the ob bligee ma	ligations of s ay accept su	said Sui ich bid,	rety and its t and said S	oond shall be in no urety does hereby
	WITNES	SS, the following	g signatures a	nd seals of l	Principal	and Sur	itv. execu	ted and seal	ed by a	nmper offic	er of Principal and
Surety,		ncipal Individual								, <u>2015</u>	,
Principa	al Seal						Jarr	ett Constru			
							Bv	July	a'l '	e of Principa	1)
								_		ent, Vice Pro horized Age	
							Joh	n H. Jarrett		Presiden (Title)	<u> </u>
										(1189)	
Surety S	Seal						Ohio	Farmers I			any
									(Name	e of Surety)	4.4
							By <sub>i</sub> -	fatre	Un	11.4	Mous
							Patricia A	. Moye, WV I	Residen	t Agent At	tomey 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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/17/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4752152 06

# 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 GREGORY T. GORDON, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV 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

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 thereunder, 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, 20

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 17th day of DECEMBER A.D., 2013

Corporate Affixed

State of Ohio County of Medina

TIONAL IN The state of the s

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus, National Surety Leader and Senior Executive

On this 17th day of DECEMBER A.D., 2013, 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

State of Ohio County of Medina

SS.:

55.:



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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 Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of

\*\*\*\*\*\*\*\*\*\*\*\* William Bernandina



Frank A. Carrino, Secretary

# **BID BOND**

	KNOW ALL MEN BY THESE PRESENTS, That we, the u	ındersigned,	<u>Jarre</u> 1	t Construc	tion Se	rvices, Inc.	
of	Charleston , WV	, as	Princip	at, and <u>Ohi</u>	o Farme	ers Insurand	ce Company
of	Westfield Center , OH , a	corporation	organiz	ed and exist	ting unde	er the laws of	f the State of
<u>OH</u>	with its principal office in the City ofWestfie	ld Center	, as	Surety, are	held and	d firmly boun	nd unto the State
of Wes	st Virginia, as Obligee, in the penal sum of Five Percent of	Amount Bio	<u> </u>	(\$	5%	) for the pa	ayment of which,
well ar	nd truly to be made, we jointly and severally bind ourselves,	our heirs, ad	ministra	ators, execu	tors, suc	cessors and	assigns.
	The Condition of the above obligation is such that whe	ereas the Pr	incipal	has submit	ted to th	e Purchasin	g Section of the
Depart	tment of Administration a certain bid or proposal, attached he	ereto and ma	ade a pa	art hereof, to	enter ir	nto a contract	t in writing for
<u>Bathł</u>	nouse Addition and Renovation MCA - CRFQ 0603 A	DJ160000	0013 -	According	to Plar	ıs & Specif	ications
the agi full for event, way in	NOW THEREFORE,  (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal ed hereto and shall furnish any other bonds and insurance rement created by the acceptance of said bid, then this oblice and effect. It is expressly understood and agreed that the exceed the penal amount of this obligation as herein stated.  The Surety, for the value received, hereby stipulates and repaired or affected by any extension of the time within white notice of any such extension.	equired by the igation shall the liability of agrees that ich the Oblig	ne bid of be null the Su the obli see ma	or proposal, and void, of and void, of any feety for any gations of s	and shal herwise and all aid Sure ch bid, a	Il in all other this obligation claims hereun the street the stree	respects perform on shall remain in inder shall, in no and shall be in no rety does hereby
	WITNESS, the following signatures and seals of Principal	• -			ed by a	•	r of Principal and
Surety	, or by Principal individually if Principal is an individual, this_	15th_day	/ of	Decembe	er	, 2015	<u></u> .
Princip	pal Seal		Jarre By_	July (Must be	(Name 24 Preside	ervices, Inc of Principal) Junt Int, Vice Pres	sident, or
			John	H. Jarrett		orized Agent President Title)	.)
Surety	Seal:		Ohio	Farmers I		ce Compar of Surety)	ny
		Pa	<b>By: ⁻</b> itricia A.	Hatrus Moye, WV F	Resident	Agent Atto	Oy f
							//

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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/17/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4752152 06

# 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 GREGORY T. GORDON, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV 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

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

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 thereunder, 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 17th day of DECEMBER A.D., 2013

Seals Affixed

State of Ohio County of Medina San Walter Harring

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

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

On this 17th day of DECEMBER A.D., 2013, 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 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

State of Ohio County of Medina

SS.:



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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 15th day of

2015



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Frank A. Carrino, Secretary