

**CITY of NOVI CITY COUNCIL**

**Agenda Item V  
November 10, 2008**

**SUBJECT:** Approval of the final payment to T&M Asphalt Paving, Inc. for the 2007 Bituminous Pathway Rehabilitation Program in the amount of \$16,850.92.

**SUBMITTING DEPARTMENT:** Engineering *RA*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The city's consulting engineer for this project (FTCH) administered the construction contract for rehabilitating these asphalt pathways in the city in late 2007 through early 2008:

- Taft Road between Emerald Forest Drive and Dover Blvd
- Nine Mile Road between Chase Drive and Meadowbrook Road
- Meadowbrook Road south of Nine Mile Road
- Taft Road between White Pines Drive and Dunbarton Drive
- Taft Road south of Nine Mile Road
- Novi Road between Thirteen Mile Road and Wimbledon Way
- Taft Road south of Eleven Mile Road

The scope of this project included the rehabilitation of approximately 7,900 linear feet of existing 8' wide bituminous asphalt pathways within the City.

FTCH has executed and submitted the attached documents verifying the final contract payment amount that is due to the construction contractor, T&M Asphalt Paving, Inc. (FTCH's Final Pay Estimate No. 2, attached). The pathway rehabilitation work performed by the contractor was in substantial compliance with the plans and specifications, and final payment in the amount of \$16,850.92 is appropriate. In addition, the City Attorney has reviewed supporting documentation and found it to be in an acceptable form (Beth Kudla's September 19, 2008 letter, attached). The original contract was approved at the October 8, 2007 City Council meeting in the amount of \$131,795.80. The final payment brings the total in construction expenditures on this project to \$168,509.17. The major change orders on this project were needed because there were areas of selected pathways that had to be completely reconstructed and not simply repaved.

**RECOMMENDED ACTION:** Approval of the final payment to T&M Asphalt Paving, Inc. for the 2007 Bituminous Pathway Rehabilitation Program in the amount of \$16,850.92.

|                         | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Mayor Landry            |   |   |   |   |
| Mayor Pro Tem Capello   |   |   |   |   |
| Council Member Crawford |   |   |   |   |
| Council Member Gatt     |   |   |   |   |

|                         | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Council Member Margolis |   |   |   |   |
| Council Member Mutch    |   |   |   |   |
| Council Member Staudt   |   |   |   |   |

Client: City of Novi  
 Project: 2007 BITUMINOUS PATHWAY REPLACEMENT - PO# 90597  
 Contractor: T&M Asphalt Paving, Inc.

Pay Estimate No.: 2  
 Period: 11/16/07 - 07/11/08  
 Progress or Final: Final Payment

*-Exhausted*

*6/10/08*

| Item No.    | Item Description   | Unit | Original Authorized Quantity | CM#1   | CM#3  | Current Authorized Quantity | Unit Price  | Quantity This Estimate | Amount This Estimate | Quantity Previously Paid | Quantity Paid to Date | Total Amount Earned to Date |
|-------------|--|------|------------------------------|--------|-------|-----------------------------|-------------|------------------------|----------------------|--------------------------|-----------------------|-----------------------------|
| 1           | Sawcut, Remove and Replace Bituminous Pathway              | SY   | 7044                         |        | -3337 | 3707                        | \$16.95     | -                      | \$ -                 | 3,707.00                 | 3,707.00              | \$ 62,833.65                |
| 2           | Subgrade Undercutting                                      | CY   | 100                          |        | 466   | 566                         | \$20.00     | -                      | \$ -                 | 566.00                   | 566.00                | \$ 11,320.00                |
| 3           | 6" Compacted 21AA Limestone Base Course                    | SY   | 50                           |        | -50   | 0                           | \$8.00      | -                      | \$ -                 | -                        | -                     | \$ -                        |
| 4           | Road Commission Permit                                     | LSUM | 1                            |        | -1    | 0                           | \$0.00      | -                      | \$ -                 | -                        | -                     | \$ -                        |
| 5           | Restoration  | LSUM | 1                            |        |       | 1                           | \$10,000.00 | -                      | \$ -                 | 1.00                     | 1.00                  | \$ 10,000.00                |
| Extra Items |  |      |                              |        |       |                             |             |                        |                      |                          |                       |                             |
| CM#1        | Prep and 2" - 13A Overlay                                  | SY   |                              | 2896   |       | 2896                        | \$8.50      | -                      | \$ -                 | 2,896.00                 | 2,896.00              | \$ 24,616.00                |
| CM#1        | Sawcut, Remove and Replace Bituminous Pathway (0 - 100 LF) | SY   |                              | 681    |       | 681                         | \$21.75     | -                      | \$ -                 | 681.00                   | 681.00                | \$ 14,811.75                |
| CM#1        | Compacted 21AA Limestone Base Course                       | TON  |                              | 856.35 |       | 856.35                      | \$36.00     | -                      | \$ -                 | 856.35                   | 856.35                | \$ 30,828.60                |
| CM#1        | Asphalt Wedging  | TON  |                              | 192.53 |       | 192.53                      | \$71.50     | -                      | \$ -                 | 192.53                   | 192.53                | \$ 13,765.90                |
| CM#1        | Restoration (Additional LF of Pathway)                     | FT   |                              | 264.50 |       | 264.50                      | \$1.26      | -                      | \$ -                 | 264.50                   | 264.50                | \$ 333.27                   |

Current Earnings: \$ - Total Earnings: \$ 168,509.17

- Current Retainage: -\$16,850.92 -Retainage to Date: \$ 16,850.92  
 - Current Adjustments: \$ - -Adjustments to Date: \$ -

Current Net Estimate: \$ 16,850.92 Total Net: \$ 151,658.25

**Amount Due This Estimate: \$ 16,850.92**

I certify that the items included on this report constitute my estimate of the work completed and due the contractor as of the period covered by this document.

*M. Stiel* 7/10/08  
 Mr. Michael D. Stiel, P.E. - Project Engineer Date

I have reviewed this estimate on behalf of T&M Asphalt Paving, Inc. and concur with the quantities presented for the period covered by this document.

*Pete J. Behrend*  
 authorized signature Date  
 Printed Name: Pete Behrend

Contract Summary

Amount Previously Paid: \$151,658.25  
 Total Paid: \$168,509.17  
 Original Contract: \$131,795.80  
 CM#1 \$84,355.52  
 CM#3 -\$47,642.15  
 Final Contract Amount \$168,509.17  
 Percentage of Contract Completed: 100%

*OK*  
*9/12/08*

*204-204.00-914.409*

*Do Not Release until final docs reviewed / authorized*

*frch*

September 19, 2008

30903 Northwestern Highway  
P.O. Box 3040  
Farmington Hills, MI 48333-3040  
Tel: 248-851-9500  
Fax: 248-851-2158  
www.secretwardle.com

Suzanne Moreno, Finance Department  
City of Novi  
45175 West Ten Mile Road  
Novi, Michigan 48375

Elizabeth M. Kudla  
Direct: 248-539-2846  
bkudla@secretwardle.com

**Re: 2007 Bituminous Pathway  
T & M Asphalt Paving, Inc. – Closing Documents  
Our File No. 55142 NOV**

Dear Ms. Moreno:

We have received and reviewed the following closing documents you have provided for the 2007 Bituminous Pathway Program:

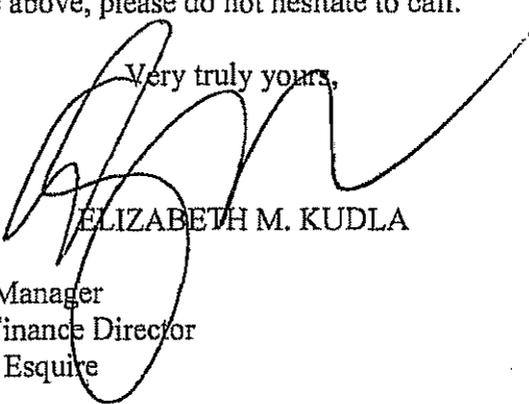
- Final Pay Estimate No. 2
- Contractor's Sworn Statement
- Consent of Surety
- Maintenance and Guarantee Bond

It appears that the City Engineer has reviewed and confirmed the accuracy of Final Pay Estimate No. 2. The documents appear to be generally in order with the following minor exceptions:

- 10/22 ✓ 1. Waivers of Lien should be provided by the subcontractors and the subcontractors should be listed in the Sworn Statement.
- 10/24 ✓ 2. Peter J. Behrend's title should be added to the Sworn Statement.

Please let us know if you need anything additional or if you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

  
ELIZABETH M. KUDLA

EMK

cc: Clay Pearson, City Manager  
Kathy Smith-Roy, Finance Director  
Thomas R. Schultz, Esquire

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That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the contractor or as Controller of the contractor for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction lien, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE MICHIGAN CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Peter J. Berrini  
Deponent Peter J. Berrini  
Controller

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE MICHIGAN CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Subscribed and sworn to before me this  
24th day of September, 2008

Pamela L. Couch  
Pamela Couch Notary Public,  
Oakland County, MI  
My commission expires: 3/10/2015

PAMELA L. COUCH  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Mar. 10, 2015  
Acting in the County of Oakland

## FULL UNCONDITIONAL WAIVER

My/our contract with T & M Asphalt Paving, Inc.

to provide Asphalt

for the improvement of the property described as:

City of Novi 2007 Bituminous Pathway (JOB # 007266)

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a Notice of furnishing from me/one of us or if I/we are not required to provide one, and the Owner, lessee, or designee has not received this waiver directly from me/one of us, the Owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Cadillac Asphalt LLC



Signature of lien claimant

Address: 27575 Wixom Rd.  
Novi, MI 48050

Telephone: (248) 380-3644

Signed on: September 24, 2008

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

City of Novi  
2007 Bituminous Pathway Replacement  
Project Number G07788

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we T & M Asphalt Paving Inc  
hereinafter called the "Principal", and Westfield Insurance Company

hereinafter called the "Surety," are held and firmly bound unto

CITY OF NOVI, MICHIGAN

Hereinafter called the "OWNER," as Obligee, for the just and full sum of \_\_\_\_\_

One Hundred Sixty Eight Thousand Five Hundred Nine Dollars and Seventeen Cents (\$ 168,509.17)  
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the \_\_\_\_\_  
day of \_\_\_\_\_ for the construction of

**2007 BITUMINOUS PATHWAY REPLACEMENT**

AND WHEREAS, this Contract was awarded upon the express condition that the  
Principal would furnish a one (1) year Maintenance Bond from the date of formal acceptance by the City  
Council to repair or replace any deficiencies in Labor or Material;

AND WHEREAS, the Principal warrants the workmanship and all materials used in the  
construction installation, and completion of said project to be of good quality and constructed and  
completed in a workmanlike manner in accordance with the standards, specifications and requirements of  
the said job;

NOW, THEREFORE, the condition of this obligation is such that if the above Principal  
shall replace such defective material and shall repair all defects due to defective workmanship and/or  
materials that shall occur on or before one (1) year(s) of final acceptance by OWNER through resolution  
of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and  
virtue.

If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by  
repair or replacement as directed by the OWNER within the time required, which shall not be less than  
seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the  
performance of the corrections, with all costs and expenses in doing so, including an administrative fee  
equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or  
Surety.



City of Novi  
2007 Bituminous Pathway Replacement  
Project Number G07786

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the repair, plus the administrative fee, to be charged to and received from the Principal and Surety.

Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

Signed and Sealed this 18 day of August, 2008.

In the Presence of:

WITNESS

[Signature]

\_\_\_\_\_

[Signature]

\_\_\_\_\_

0041439

Bond No.

T & M Asphalt Paving Inc  
*(fill-in name of construction CONTRACTOR)*

[Signature]

Principal

[Signature]

Title

Westfield Insurance Company

Surety

[Signature]

Title Susan L Belloli

Attorney-in-Fact

38695 Seven Mile, Suite 110

Address of Surety

Livonia, MI 48152

City

Zip Code



CITY OF NOVI

7/28/2006

General Power of Attorney

DUPLICATE ORIGINAL

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

CERTIFIED COPY

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 T. J. GRIFFIN, T. L. YOUNG, WILLIAM A. PIRRET, SUSAN L. BELLOLI, STEVEN K. BRANDON, JOHN L. BUDDE, JOINTLY OR SEVERALLY

of FARMINGTON HILLS and State of MI 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 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 Senior Executive and their corporate seals to be hereto affixed this 07th day of APRIL A.D., 2005 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr. By:

Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of APRIL A.D., 2005 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is 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



William J. Kahelin

William J. Kahelin, 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 18 day of August A.D., 2008

August 2008



Frank A. Carrino Secretary

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

Owner \_\_\_\_\_  
Architect \_\_\_\_\_  
Contractor \_\_\_\_\_  
Surety \_\_\_\_\_  
Other \_\_\_\_\_ **0041439**

**PROJECT: 2007 Bituminous Pathway Replacement**  
(name, address)

**TO: (Owner)**  
**City of Novi**  
**45175 West 10 Mile Rd**  
**Novi, MI 48375-3024**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR: Contract Bond**

**CONTRACT DATE:**

**CONTRACTOR:**  
**T & M Asphalt Paving, Inc.**  
**4755 Old Plank Road**  
**Milford, MI 48381-4066**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**Westfield Insurance Company**  
**38695 Seven Mile Road**  
**Livonia, Michigan 48152** **,SURETY COMPANY**

on bond of (here insert name and address of Contractor)  
**T & M Asphalt Paving, Inc.**  
**4755 Old Plank Road**  
**Milford, Michigan 48381-4066** **,CONTRACTOR,**

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)  
**City of Novi**  
**45175 West 10 Mile Rd**  
**Novi, Michigan 48375-3024** **,OWNER,**

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this **14th** day of **August,** **2008**

Surety Company  
**Westfield Insurance Company**



Signature of Authorized Representative

**Susan L. Belloli - Attorney-In-Fact**  
Title

Attest:  
(Seal):



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

General  
Power  
of Attorney

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

DUPLICATE ORIGINAL

CERTIFIED COPY

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

T. J. GRIFFIN, T. L. YOUNG, WILLIAM A. PIRRET, SUSAN L. BELLOLI, STEVEN K. BRANDON, JOHN L. BUDDE,  
JOINTLY OR SEVERALLY

of FARMINGTON HILLS and State of MI 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 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 Senior Executive and their corporate seals to be hereto affixed this 07th day of APRIL A.D., 2005 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:  
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio  
County of Medina ss.:

On this 07th day of APRIL A.D., 2005 , before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is 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



William J. Kahelin, 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 17 day of August A.D., 2008



Frank A. Carrino Secretary