

NOTE TO BIDDER: Use preferably BLACK ink for completing this Bid form.

BID FORM

To: The City of Key West
Address: 3140 Flagler Ave. Key West, Florida 33040
Project Title: Ornamental Fencing Replacement NASKW
City of Key West Project No.: ITB 12-029

Bidder's contact for additional information on this Bid:

Company Name: Smith Industries, Inc. dba Smith Fence Company
Contact Name: Raymond P. Smith III
Telephone: 727-573-5440

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

JULY 16, 2012

BID FORM
00 41 13 - 1

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 150 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 150 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner **\$200** per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner **\$200** for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 1, 2, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

SPALLING AND STUCCO REPAIR

All quantities for masonry are estimated. As each phase or section of work begins, the Contractor shall mark and measure areas to be repaired. Actual quantities of such work shall be paid at the prescribed unit prices.

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

Truman Annex Itemized Unit Prices

Item	Description	Quantity	Unit	Rate	Cost
1	RAPID Gate costs	1	LS	1100.00	1100.00
2	Concrete spall repairs on columns	15	CF	1230.50	18,457.50
3	Stucco Repairs	500	SF	9.00	4,500.00
4	Paint Columns & Curbs 2 Coats (Per LF of fencing)	5972	LF	14.80	88,385.60
5	Demolition and removal of short caps: Sheet C-3	40	EA	69.00	2,760.00
6	Formed and Poured Square Concrete Caps Sheet C-3	40	EA	258.75	10,350.00
7	Demolition and removal of half-height CBS wall	526	LF	36.80	19,356.80
8	Formed and Poured 8" peaked curb: Sheet C-5 (Detail 10.1)	526	LF	40.25	21,171.50
9	Provide and Install 8'H 3-rail security fence	5972	LF	92.67	553,425.24
10	Remove and dispose of 8'H imitation iron fence (1500 LF to be turned over to City)	5972	LF	4.70	28,068.40
11	Provide and install access gates,	10	LF	300.00	3000.00
12	Provide and install 316SS custom fabricated "fans"	3	EA	1420.00	4260.00
13	Concrete Curb repair Sheet C-6	140	CF	131.43	18,400.20
14	Concrete Caps Section 5a (Sheet C-5 Detail 4.1 and 4.2)	13	EA	275.00	3,575.00
Subtotal ~ Truman Annex					776,810.24
Unless stipulated otherwise, all unit prices are to include procurement, delivery, and installation of materials, required equipment, tools, and safety gear, demolition, removal and disposal of waste, clean-up and restoration of facilities and grounds to original or better condition. Painting and masonry repair unit costs to include all materials and labor costs for cleaning, surface preparation, and finishing. All material quantities are estimated. Payouts will be on actual, installed quantities.					

Trumbo Point Itemized Unit Prices

Item	Description	Quantity	Unit	Rate	Cost
15	Extend height of existing concrete 16" sq. pilasters from 72" nom. to 96" min. Sheet C-4	49	EA	393.30	19,271.70
16	Stucco refinishing extended pilasters (and prep/prime for paint)	2090	SF	5.58	11,662.20
17	Paint pilasters & caps (two coats)	1166	LF	14.80	17,256.80
18	Provide and Install 8'H 3-rail security fence	1166	LF	96.00	111,936.00
19	Demolition and removal of existing precast caps	49	EA	69.00	3,381.00
20	Remove and dispose of 6'H imitation iron fence	1166	LF	INCL.	INCLUDED
21	Formed and Poured Square Concrete Caps	49	EA	258.75	12,678.75
Subtotal ~ Trumbo Point					176,186.45
Unless stipulated otherwise, all unit prices are to include procurement, delivery, and installation of materials, required equipment, tools, and safety gear, demolition, removal and disposal of waste, clean-up and restoration of facilities and grounds to original or better condition. Painting and masonry repair unit costs to include all materials and labor costs for cleaning, surface preparation, and finishing. All material quantities are estimated. Payouts will be on actual, installed quantities.					

LUMP SUM BASE BID – TOTAL OF ALL EXTENDED UNIT PRICES

Nine hundred fifty two thousand nine hundred ninety six Dollars

(Amount written in words has precedence)

and sixty nine Cents

TOTAL LUMP SUM BASE BID

\$ 952,996.69
(numerals)

JULY 16, 2012

BID FORM
00 41 13 - 5

ALTERNATE BID ITEMS

Item	Description	Quantity	Unit	Rate	Cost
Alternate Bid Item #1					
1a	Section 9 Provide and install 8'H fence	596	LF	85. ⁰⁰	50,660. ⁰⁰
1b	Section 9 Paint Columns & Curbs 2 Coats (Per LF of fencing)	596	LF	14. ⁸⁰	8,820. ⁸⁰
1c	Section 9 Remove and dispose of 8'H imitation iron fence	596	LF	INCL	INCLUDED
1d	Section 9 Provide and install gates, removing existing gates.	14	LF	400. ⁰⁰	5,600. ⁰⁰
Subtotal - Alternate Bid Item #1					
Alt. Bid Item #2	Section 1 – Additional cost to substitute Aluminum 8'H fence for Galvanized fence	350	LF	47.25	16,537. ⁵⁰
Alt. Bid Item #3	Section 2 – Additional cost to substitute Aluminum 8'H fence for Galvanized fence	752	LF	47.25	35,532. ⁰⁰
Alt. Bid Item #4	Section 5A – Additional cost to substitute Aluminum 8'H fence for Galvanized fence	135	LF	47.25	6,378.75
Alt. Bid Item #5	Section 13 – Additional cost to substitute Aluminum 8'H fence for Galvanized fence	72	LF	70. ⁰⁰	5,040. ⁰⁰
Alt. Bid Item #6	Section 1 – Additional cost to substitute 316SS 8'H fence for Galvanized fence ²	350	LF	325. ⁰⁰	113,750. ⁰⁰
Alt. Bid Item #7	Section 2 – Additional cost to substitute 316SS 8'H fence for Galvanized fence ²	752	LF	325. ⁰⁰	244,400. ⁰⁰
Alt. Bid Item #8	Section 5A – Additional cost to substitute 316SS 8'H fence for Galvanized fence ²	135	LF	325. ⁰⁰	43,875. ⁰⁰
Alt. Bid Item #9	Section 13 – Additional cost to substitute 316SS 8'H fence for Galvanized fence ²	72	LF	350. ⁰⁰	25,200. ⁰⁰

Alternate Bid Items Notes:

- Section numbers refer to fencing sections as depicted on Sheet 00 82 02 in Section 3 - Drawings and Specifications.
- Alternate bid items # 6 through #9 inclusive are for substitution of 316 Stainless Steel fencing sections which may not be commercially available. If bidder enters n/a for any or all of these four Alternate Bid Items and submits in writing the reason(s) for not submitting a cost for these items, such bids shall still be considered responsive and shall not be disqualified. If such a bidder shall prevail and be awarded this contract, the City may at its discretion deduct the four affected sections from the base contract without affecting the unit prices as applied to all other sections.
- Alternate bid items #2 though #9 shall have a black power coated finish. Cost of this finish shall be included in the unit prices
- All material quantities are estimated. Payouts will be on actual, installed quantities.

5. SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

Bella Construction of Key west
Name
111 US Hwy 1 Key west FL 33040
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Surety

Westfield Insurance Company whose address is
P.O. Box 5001 Westfield Center OH 44251
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Smith Industries, Inc.

dba Smith Fence Company doing business at

4699 110th Ave N Clearwater FL 33762
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Raymond P. Smith III _____
George T. Smith _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____ 20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 17th day of July 2012.

(SEAL)

Smith Industries, Inc. dba Smith Fence
Name of Corporation Company
By: Randy Hulse
Title: President
Attest: [Signature]
Secretary

END OF SECTION

JULY 16, 2012

BID FORM
00 41 13 - 9

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Raymond P. Smith III
Raymond P. Smith III, President

Sworn and subscribed before me this
17th day of July, 2012

Jennifer Lee Zahner
NOTARY PUBLIC, State of Florida
at Large



JENNIFER LEE ZAHNER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE163361
Expires 4/23/2016

My Commission Expires: 4.23.16

END OF SECTION

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for Ornamental Fencing Replacement NASKW
2. This sworn statement is submitted by Smith Industries, Inc. dba Smith Fence Company
(name of entity submitting sworn statement)

whose business address is 4699 110th Ave N

Clearwater FL 33762 and (if applicable) its Federal Employer

Identification Number (FEIN) is 59-1743161

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____)

3. My name is Raymond P. Smith III
(please print name of individual signing)

and my relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

PUBLIC ENTITY CRIMES

MAY 24, 2012

00 43 17 - 1

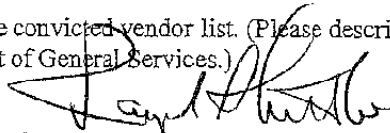
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


(signature)
7.17.12
(date)

STATE OF Florida
COUNTY OF Pineellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

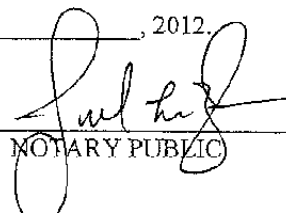
Raymond P. Smith III who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 17th of July, 2012.

My commission expires:



JENNIFER LEE ZAHNER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE163361
Expires 4/23/2016


NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

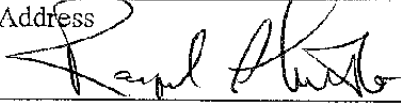
These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Smith Industries, Inc dba Smith Fence Company SEAL:

4699 110th Ave N Clearwater FL 33762
Address


Signature

Raymond P. Smith III
Print Name

President
Title

DATE:

7.17.12

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- ☒ Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Smith Industries Inc
dba Smith Fence Company
Current Local Address: 4699 110th Ave N
(P.O Box numbers may not be used to establish status)
Clearwater FL 33762

Phone: 727-573-5440

Fax: 727-573-2075

Length of time at this address

Raymond P. Smith III

Signature of Authorized Representative

7.17.12

Date

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17th day of July, 2012.

By Raymond P. Smith III of Smith Industries, Inc. dba Smith Fence Company
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced Florida DL 5530735521370 as identification
(type of identification)

Jennifer Lee Zahner

Signature of Notary

Jennifer Lee Zahner

Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Operations
Title or Rank



JENNIFER LEE ZAHNER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE183361
Expires 4/23/2016

DISCLOSURE OF LOBBYING ACTIVITIES

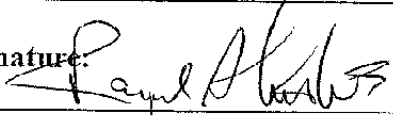
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Smith Industries, Inc dba Smith Fence Company 4699 110th Ave N Clearwater FL 33762 Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: City of Key West, City Clerk	7. Federal Program Name/Description: Ornamental Fencing Replacement NASKW CFDA Number, if applicable: _____	
8. Federal Action Number, if known: ITB 12-029	9. Award Amount, if known: \$	

DISCLOSURE OF LOBBYING ACTIVITIES

MAY 24, 2012

00 44 01 - 1

<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>Smith Industries, Inc. dba Smith Fence Company 4699 110th Ave N Clearwater FL 33762</p> <p>(attach Continuation Sheet(s))</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p>Raymond P. Smith III</p> <p>SF-LLLA, if necessary)</p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: Raymond P. Smith III</p> <p>Title: President</p> <p>Telephone No.: 727-573-5440 Date: 7.17.12</p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form LLL (Rev 7-97)</p>

FORM DEP 55-221 (01/01)

DISCLOSURE OF LOBBYING ACTIVITIES

00 44 01 - 2

MAY 24, 2012

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

NON-COLLUSION DECLARATION AND
COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, Raymond P. Smith III, hereby
declare that I am President of Smith Industries, Inc dba Smith Fence
Of Clearwater, Florida Company
(NAME) (TITLE) (FIRM)
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a),

MAY 24, 2012

NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29
00 44 02 - 1

Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR:

(Seal)

BY: Raymond P. Smith III
NAME AND TITLE PRINTED
BY: [Signature]
SIGNATURE

WITNESS: [Signature]
WITNESS: [Signature]

Executed on this 17th day of July, 2012

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

MAY 24, 2012

NON-COLLUSION DECLARATION
AND COMPLIANCE WITH 49 CFR §29
00 44 02 - 3

SUSPENSION AND DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

(a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered

against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

(c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 17th July day of, 2017

By Raymond P. Smith III

Authorized Signature/Contractor

Raymond P. Smith III, President

Typed Name/Title

Smith Industries, Inc. dba Smith Fence Company

Contractor's Firm Name

4699 110th Ave N

Street Address

Building, Suite Number

Clearwater FL 33762

City/State/Zip Code

727-573-5440

Area Code/Telephone Number

AC# 4981107

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 110060203942

DATE BATCH NUMBER LICENSE NBR

06/02/2010 098168470 CGC1518347

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

SMITH, GEORGE THOMAS
SMITH FENCE COMPANY
4699 110TH AVENUE NORTH
CLEARWATER FL 33762

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE ELEN
INTERIM SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

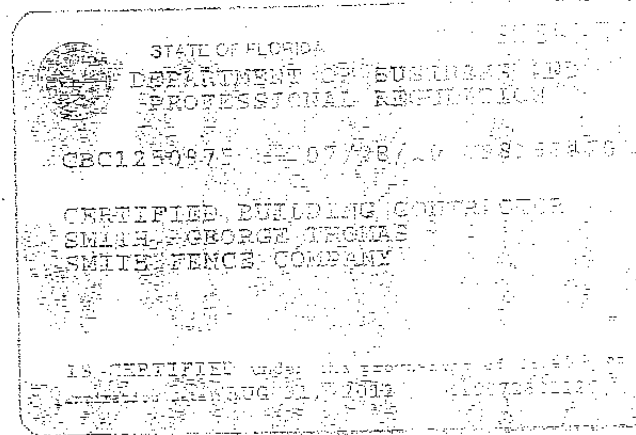
(850) 48

SMITH, GEORGE THOMAS
SMITH FENCE COMPANY
4699 110TH AVENUE NORTH
CLEARWATER FL 33762

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently. Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 5056698

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEC 41007301106

LICENSE NBR

07/28/2010 098168470 CBC1250975

The BUILDING CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2012

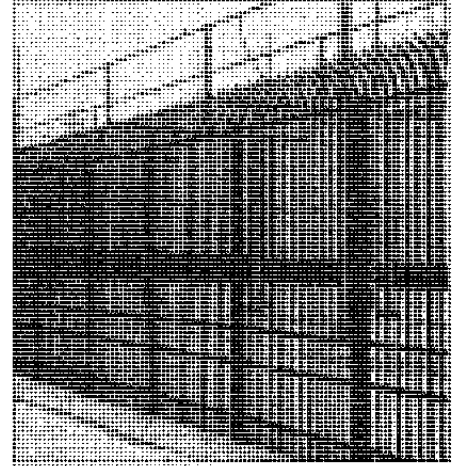
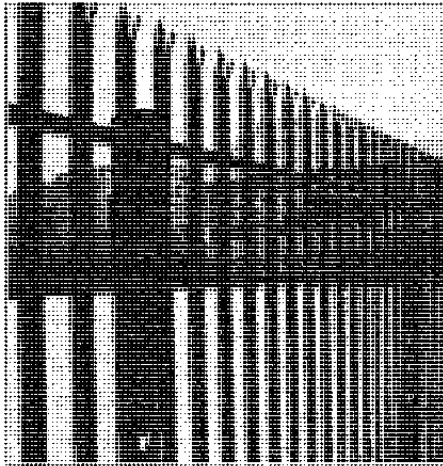
SMITH, GEORGE THOMAS
SMITH FENCE COMPANY
4699 110TH AVENUE NORTH
CLEARWATER FL 33762CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE CRIST
INTERIM SECRETARY

IMPASSE

HIGH SECURITY STEEL PALISADE FENCING



THE FIRST LINE OF DEFENSE

Ameristar Fence Products is the world's leader for developing new products to help secure and protect at risk facilities. The Impasse high security fence system is a heavy steel palisade fence system designed to provide the end user with a level of security not typically achieved with traditional chain link or architectural mesh fence systems.

DETER

The high-tensile steel corrugated pales provide a daunting appearance that towers above the rails of the Impasse framework. Each connection point of the Impasse system is secured with tamper-proof fasteners providing the highest level of security and versatility.

DETECT

The unique design of the Impasse rail enables the fence system to become a platform for multiple security peripherals.

DELAY

The Impasse security fence offers the resistive strength of heavy-duty steel spears secured vertically to a framework of specially formed steel rails and I-beam Posts.



We take great pride in manufacturing "Made in the USA" products. Ameristar is

located in Tulsa, Oklahoma and is American owned and operated.

Applications:

- Military Sites
- Government Facilities
- Petroleum & Chemical Facilities
- Power Plants & Substations
- Airports
- Data Centers
- Ports of Entry
- Water Treatment & Storage

Covered by or for use with one or more of the following U.S. patents: 6,094,752; 7,188,828; 7,881,333

AMERISTARFENCE.com

Ph: 888-333-3422

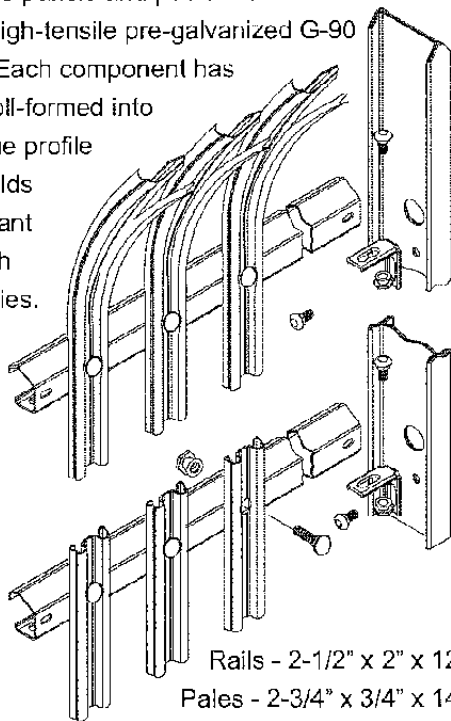
WWW.AMERISTARFENCE.COM

IMPASSE

HIGH SECURITY STEEL PALISADE FENCING

PANELS & POSTS

Impasse panels and posts are manufactured using high-tensile pre-galvanized G-90 steel. Each component has been roll-formed into a unique profile that yields significant strength properties.



DESIGN

Impasse's distinct design enables the fence to traverse aggressive changes in grade in order to maintain security along any perimeter. Each connection point of the Impasse system is secured with tamper-proof fasteners providing the highest level of security and versatility.

GATES

Ameristar understands the importance of balancing perimeter security with the highest quality entry control gates. Impasse has a wide variety of Swing, Slide, and Cantilever Gates to match any Entry.

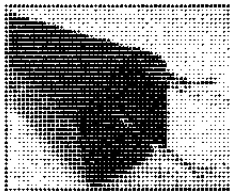


Impasse is produced using up to 96% post-industrial recycled steel.

INTEGRATION

The Impasse rail can be used as a platform for multiple perimeter security elements. The Impasse framework is a raceway for wiring, conduits, and/or security cabling required around the perimeter of a project. This integrated design eliminates the need for costly trenching and boring becoming a value added solution for perimeter security upgrades.

When installing the security elements use Impasse as a platform:



Communication & Video cables
Intrusion Detection / Fiber Optic Cables
Access Control Wiring
Conduits
Anti-ram Cabling (Stalwart)

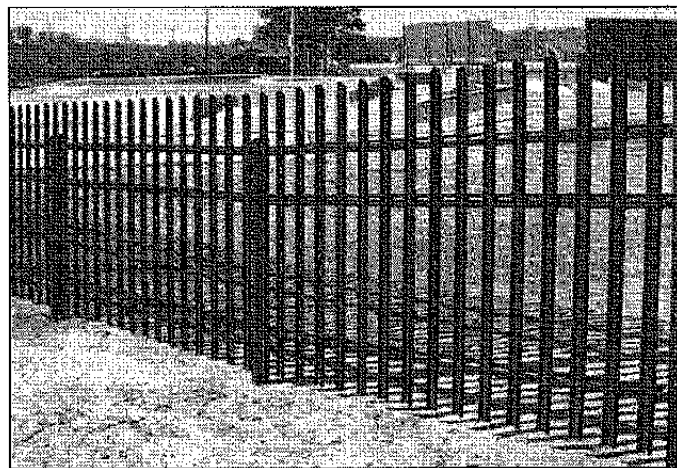
COATING & WARRANTY

Impasse is coated using Ameristar's PermaCoat process, this dual-coat finish yields the best results for durability and weathering in the fence industry. Ameristar has over 25 years of experience and research in coating fence products allowing Impasse to support a 15 year warranty.

STYLES



Also available in Impasse Anti-Scale pale spacing - 1.5" airspace



Effective: 08/2010

AMERISTAR FENCE PRODUCTS
1555 N. MINGO RD.
TULSA, OK 74116

AMERISTARFENCE.COM

PH. 888-333-3422
MKTG@AMERISTARFENCE.COM



SMITH FENCE EXPERIENCE RECORD

James A Haley VA Hospital Phase II Perimeter Fence, Tampa FL

1900 LF of Montage Plus & Montage Industrial fence system

Contract Amount: \$112,542.80

Awarded April 9, 2010

Work performed through August 2010

Owner: James A Haley Veteran Administration

13000 Bruce B Downs Blvd

Tampa, FL 33612

Project Manager: Geoff Waite 954-644-2086 or Kevin Osborne 813-422-1496

Pinellas Suncoast Transit Authority Reconstruct Portland Cement

Concrete Pavement & Related Work, St Petersburg FL

2250 LF of 8' Ornamental Decorative Fence & 3400 LF of 8' Chain Link

Contract Amount: \$452,375.65

Awarded April 6, 2012 – presently working

Owner: Pinellas Suncoast Transit Authority

3201 Scherer Drive

St Petersburg, FL

GC: Pepper Contracting – 813-868-7719

Engineer: ATKINS - Thomas E Roda, P.E. 813-282-7275

Orlando VA Medical Center Package 4, Hospital Clinic & Associated Work, Orlando FL

Ameristar Aegis II Genesis Decorative Fence

Contract Amount: \$930,120.00

Awarded March 1, 2011 – work still under contract

Owner: Department of Veterans Affairs Office of Construction, Washington DC

GC: Brasfield & Gorrie - 407-562-4500

Engineer: Rogers, Lovelock & Fritz, Winter Park FL



SMITH FENCE COMPANY
MAJOR PROJECTS IN PROGRESS

Project Name: Chatham County Detention Center
Address: Carl Griffin Drive, Savannah GA
Owner: Chatham County Board of Commissioners
GC: Hunt/Mills Construction
Architect: L Robert Kimball Corp
Contact: Michael Savidakis 813-632-5510
Contract \$ Amount: \$1,125,689
% Complete: 65%
Scheduled Completion: June 2013
Scope of work: Secure & Non Secure Perimeter Fence & Gates
\$ Remaining: \$408,883

Project Name: Orlando VA Medical Center
Address: Lake Nona Blvd, Orlando FL
Owner: Department of Veteran Affairs
GC: Brasfield & Gorrie, LLC
Architect: Rogers Lovelock Fritz, Inc
Contact: George Paulson 407-562-4500
Contract \$ Amount: \$930,120.00
% Complete: 65%
Scheduled Completion: November 2012
Scope of Work: Fence & Gates
\$ Remaining: \$416,210



Significant Projects Completed in the Last 10 Years

Project Name: Phase II Access Control System Install

Owner: St Lucie County

Contact: Diana Lewis 772-462-1731

Engineer: AECOM

GC: Smith Industries, Inc dba Smith Fence

Contract \$ Amount: \$1,248,000

Date of Completion: April 2010

Bonded: Yes

Project Name: Talladega Track Rework

Owner: Talladega Super Speedway

Engineer: HNTB/ISC

Contact: Bill Braniff 386-681-4139

Contract \$ Amount: \$3,506,000

Date of Completion: November 2010

Bonded: Yes

Project Name: New Access Control Fencing; Sebring Airport

Owner: Sebring Municipal Airport

Engineer: PBS&J

Contact: Erik Treudt 863-655-6444

Contract \$ Amount: \$640,000

Date of Completion: January 2008

Bonded: Yes

Project Name: Phoenix Speedway Rework

Owner: Phoenix International Speedway

Architect/GC: Howard S Wright Constructors

Contact: Jay McQuaire 602-253-6112

Contract Amount: \$1,091,000

Date of Completion: March 2010

Bonded: Yes



Project Name: Augusta Airport, Augusta Georgia
Owner: Augusta Regional Airport
GC/Architect: Smith Industries, Inc, dba Smith Fence
Engineer: LPA Group
Contact: Tom Lockstampfor 803-254-2211
Contract \$ Amount: \$885,000
Date of Completion: February 2006
Bonded: Yes

Project Name: Sumter County Fence #421645-15201
GC/Architect: Smith Industries, Inc dba Smith Fence
Owner: FDOT
Contract \$ Amount: \$1,392,000
Date of Completion: March 2009
Bonded: Yes

Project Name: Falkenburg Road Jail Expansion Phase VI
Owner: Hillsborough County
GC: Clark Construction Group
Contact: Sydney Jordan
Contract \$ Amount: \$800,000
Date of Completion: March 2009
Bonded: Yes

Project Name: Catch Fence Reconfiguration Daytona International Speedway
Owner: Daytona International Speedway
Architect: HNTB
Contact: Bill Braniff 386-681-4139
Contract \$ Amount: \$1,950,000
Date of Completion: March 2010
Bonded: Yes



Project Name: I-4 Reconstruction, Tampa, Hillsborough, FL
Owner: FDOT
CG / Architect: Kiewit Southern
Contact: Kuntay Talay
Contract \$ Amount: \$788,000
Date of Completion: August, 2007
Bonded: Yes

Project Name: SR 417/Fence Improvements
Owner: Orlando/Orange County Expressway Authority
Contacts: Parsons Brinkerhoff, Barry Johnson
Contract \$ Amount: \$484,500
GC: Smith Industries, Inc dba Smith Fence
Date of Completion: March 2008
Bonded: Yes

Project Name: 2009 Honda Grand Prix of Toronto
Owner: Andretti Green Toronto, ULC
GC/Architect: Smith Industries, Inc dba Smith Fence
Contact: Dale Dillon
Contract Amount: \$593,180
Date of Completion: July, 2009
Bonded: No

Project Name: Hillsborough County Schools, Tampa Florida
Owner: Hillsborough County Schools
Engineer: Robinson, Green Beretta Corporation
Contact: Jim Golden
GC: Smith Industries, Inc dba Smith Fence
Contract \$ Amount: \$648,000
Date of Completion: September 2007
Bonded: Yes

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that Smith Industries Inc. d/b/a
Smith Fence Company

hereinafter called the Contractor (Principal), and Westfield Insurance Company
P.O. Box 5001, Westfield Center, OH 44251-5001

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: --- 5% of Amount Bid ---

DOLLARS (\$ --- 5% of Bid ---), for the
payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for **FENCING REPLACEMENT TRUMAN ANNEX**.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Fencing Replacement Truman Annex

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

JUNE 1, 2012

FLORIDA BID BOND
00 43 13 - 1

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 18th day of July, 2012

Smith Industries Inc. d/b/a

Smith Fence Company

Principal

By: 

Raymond P. Smith

Westfield Insurance Company

Surety

By: 

Attorney-In-Fact Anthony T. Papa, Jr., Attorney-in-Fact

and Licensed Florida Agent

Phone: 941-554-3140

END OF SECTION

Willis of Florida, Inc.
6771 Professional Pkwy W #101
Sarasota, FL 34240
941-554-3140

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0997012 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

ANTHONY T. PAPA, JR., CHRISTINE A. PAPA, TINA GONZALES, CAROL MCMANUS, JOINTLY OR SEVERALLY

of **SARASOTA** 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 cancelling 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 19th day of OCTOBER A.D., 2006.

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 19th day of OCTOBER A.D., 2006, 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



State of Ohio
County of Medina

ss.:

William J. Kahelin

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 18th day of July A.D., 2012.



Frank A. Carrino
Frank A. Carrino, Secretary