

BID RESPONSE

The Bidder further Proposer to accept as full payment for the work Proposer herein the amounts computed under the Provisions of the Contract Documents and based on the following unit Price amounts, it being expressly understood that the unit Prices are independent of the exact quantities involved. The Bidder agrees that the unit Prices represent a measure of the labor and materials required to perform the work, including all allowances for overhead and Profit for each type and unit 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. Unit price line items may be deleted, reduced or increased as needed by the City. The City reserves the right to modify phase scheduling as required.

<u>Item</u>	<u>Unit</u>	<u>Unit Price (Figure)</u>	<u>Unit Price (Words)</u>
1	Resod Rosa Hernandez Softball Field	\$ 32,283. ⁰⁰	Thirty Two Thousand Two Hundred Eighty three Dollars
2	Resod Pepe Hernandez Softball Field	\$ 52,512. ⁰⁰	Fifty Two Thousand Five Hundred Twelve Dollars
3	Resod Clayton Sterling Baseball Complex consisting of four (4) fields	\$ 119,530. ⁰⁰	One Hundred Nineteen Thousand Five Hundred Thirty Dollars
4	Resod Dewitt Roberts Softball Field	\$ 61,590. ⁰⁰	Sixty One Thousand Five Hundred Ninety Dollars

Total price in words Two Hundred Sixty Five Thousand Nine Hundred Fourteen Dollars

PRICE FOB KEY WEST, FLORIDA

PAYMENT TERMS: 45 days after City of Key West acceptance of work completion

Work Complete no later than 30 November 2011.

BIDDER REPRESENTATION

I represent that this bid is submitted in compliance with all terms, conditions and specifications of the Call for Bid and that I am authorized by the owners/principals to execute and submit this proposal on behalf of the business identified below:

BUSINESS NAME: JSM Services Inc

STREET ADDRESS: 414 Lake Millsite Rd.

CITY/STATE/ZIP: Bartow, FL 33830

PRINT NAME OF AUTHORIZED REPRESENTATIVE: James W Stamps Jr

TITLE/POSITION OF AUTHORIZED REPRESENTATIVE: President

DATE SUBMITTED: 10/25/11 TELEPHONE: (863) 533-6850

LICENSE REQUIRED & COSTS

General Service License (\$98.70)

or

Specialty Contractor: Landscaping License (\$98.70) and Competency Card (\$75)

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

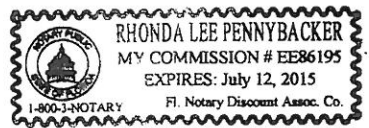
COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee 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: [Handwritten Signature]

sworn and prescribed before me this 24th day of Oct, 2011

Rhonda Lee Pennybacker
NOTARY PUBLIC, State of Florida



My commission expires: July 12, 2015

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West
by James W. Stamps Jr.
(print individual's name and title)
for JSM Services Inc
(print name of entity submitting sworn statement)

whose business address is 414 Lake Millsite Rd. Bartow, FL 33830

and (if applicable) its Federal Employer Identification Number (FEIN)
is 59-3444761

(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): NA

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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

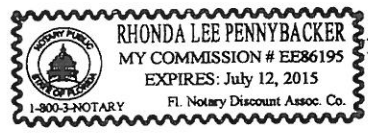
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of 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.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
- Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

JWS
(SIGNATURE)
10/24/11
(DATE)

STATE OF Florida
COUNTY OF Polk

PERSONALLY APPEARED BEFORE ME, the undersigned authority
James W Stamps Jr, who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
24th day of October 2011



Rhonda Lee Pennybacker
NOTARY PUBLIC

My commission expires: July 12, 2015

CALL FOR BIDS

NOTICE is hereby given to prospective bidders that sealed bids will be received by the CITY of KEY WEST, FLORIDA by the office of the City Clerk, 3126 Flagler Avenue, Key West, Florida 33040 until 3:00 P.M., October 26, 2011 for Bid, ITB 12-004 Resod City Ball Fields. Bids will be opened in the Office of the City Clerk then and there and publicly read aloud. Any bid received after the time announced will not be considered. SPECIFICATIONS AND BID DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or call toll-free at 1-800-711-1712. All bids shall be submitted with two (2) originals hard copies and three (3) USB flash drives or three (3) CD ROMs each with one PDF file of the bids are to be enclosed in two (2) sealed envelopes, one within the other, each clearly marked on the outside:

BID # 12-004 for RESOD CITY BALL FIELDS,
addressed and delivered to:

CITY CLERK, CITY OF KEY WEST, FLORIDA
CITY HALL, 3126 FLAGLER AVENUE
KEY WEST, FLORIDA 33040

At the time of the award, the successful Bidder must show satisfactory document of such State, County and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the bid in question. The City may reject bids: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bidder does not strictly conform to the law or is non-responsive to bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

Sue Snider, Purchasing Agent

Published: _____

**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:

- a. *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.*
- b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
- c. 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.
 - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - o 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

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

N/A

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____

(Name of officer or agent, title of officer or agent) Name of corporation

acknowledging)

or has produced _____ as identification

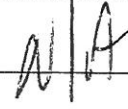
(type of identification)

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

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

A handwritten signature in black ink, appearing to be 'M/A', written over a horizontal line.



**ADDENDUM 1:
ITB #12-004 RESOD CITY BALL FIELDS**

To all general contract bidders of record on the Work titled:

**RESOD CITY BALL FIELDS
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 12-004 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q1: In reference to page 18 of 25 License Required & Costs General Service License or Specialty Contractor: Landscaping License and Competency Card, are the licenses required prior to submitting bid? Or, can they be obtained after award of contract?

A1: Page 23, paragraph 3, Call for Bids, indicates at the TIME OF AWARD, the successful Bidder must show satisfactory document of such State, County and City license as would be required. The only exception to this is the requirement to submit a copy of current Occupational License as listed on Page 1.

Q2: Could you please provide clarification on Item #6 on the Scope of Work for the Resod City Ball Fields Bid? Is this a maintenance plan? At what level of detail do you require? What is a monthly turf practice?

A2: This requirement is for an industry standard turf maintenance plan for recreation Celebration Bermuda turf. The CITY requires an annual plan which lists actions to be taken on a monthly basis for each field to best maintain the newly installed recreation Celebration Bermuda turf. This includes but is not limited to watering and fertilization. The monthly turf practice is the action the CITY should take during the month.

END OF ADDENDUM No. 1

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

A handwritten signature in black ink, appearing to be "JWSM", written over a horizontal line.

ISM Services Inc

Signature & Name of Business



**ADDENDUM 2:
ITB #12-004 RESOD CITY BALL FIELDS**

To all general contract bidders of record on the Work titled:

**RESOD CITY BALL FIELDS
KEY WEST, FLORIDA**

This addendum is issued as supplemental information to the ITB # 12-004 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Issue 1. Once the sod is installed and accepted, will the CITY be responsible for watering and protection?
A1. Yes, the city will be responsible for watering and protection based on the CONTRACTOR'S recommendation for the maintenance of Celebration Bermuda Grass.

Issue 2. Mandatory Pre-Bid.

A2. A mandatory pre-bid meeting was listed in Bid Package ITB 12-004. Only the CONTRACTOR'S who physically attended the meeting and signed the meeting sign-in sheet are eligible to submit a Bid Response. (See page 3)

Issue 3. Clarification on the removal of the grass:

A3. The CONTRACTOR will load the removed turf material onto City supplied trucks. The CITY will provide sufficient equipment to eliminate lag time.

Issue 4. Award of Bid.

A4. Although a price is requested for each ball field location: (a) Clayton Sterling Complex, (b) Rosa Hernandez Field, (c) Dewitt Roberts Field, and (d) Pepe Hernandez Field. Bid will be evaluated based on the total price of the project. Unit price line items may be deleted, reduced or increased as needed by the City. The City reserves the right to modify phase scheduling as required.

Issue 5. Areas to be resoded.

A5. All fields are measured to the fence line, and all work is to be bid just to the fence with no work to be done outside of the fence. The Bid Specifications DO NOT include the bull pen; however the City of Key West would like to have the bull pens included in the bids. All bids should include everything but the home plate and pitchers mound area. All measuring will be up to the contractor, the City of Key West will not re-measure any of the fields.

Issue 6. Work hours.

A6. All of the fields except Pepe Hernandez, we will have flexibility and allow the lights on the fields until 11:00pm. Saturday and Sunday work will be permissible. CONTRACTOR will coordinate with the CITY on all work outside of the 8:00a.m. to 8:00 p.m. period.

Issue 7. Field Work Schedule.

A7. Clayton Sterling first. Rosa Hernandez second. Dewitt Roberts Third and Pepe Hernandez is last.

Issue 8. Additional Grading Requirements.

A8. Regrading of the infields will be necessary to achieve the best transition between the infield clay portion and the sodded outfield. This requirement may also reduce the need for additional topsoil. Any "lips," "bird baths," or other field surface abnormalities must be repaired. The fields must look good and work. It is the contractors' responsibility to make everything work. It is the contractor's responsibility to determine whether or not to bring in soil. It is the City of Key West responsibility to make sure that the outside of the fence does not block or restrict proper drainage of the fields.

Issue 9. What is the clay measurement?

A9. Most of the fields have 4-6" of clay. It is the CONTRACTOR'S responsible to survey, test, or evaluate the fields to determine material requirements.

Issue 10. Will the City of Key West have storage available for excess clay that maybe removed from the fields?

A10. Yes.

Issue 11. Annual Turf Management (Maintenance) Schedule.

A11. Aftercare recommendations are required for an entire year by month. The aftercare recommendations are not part of the bid package, but are required once bid is awarded.

Issue 12. Bid Process Schedule.

A12. Bid Opening 10/26/11, 11/1/11 Commission Meeting, 11/2/11 Bid will be awarded. Work commences as soon as possible o/a 11/2/11.

Issue 13. Bonds

A13. 5% Bid Bond is required, Performance and Payment Bond is not required.

Issue 14. CONTRACTOR pricing.

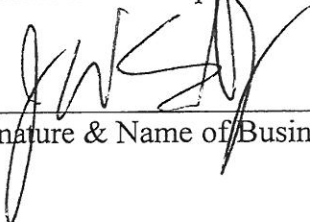
A14. 90 day pricing is changed to 30 days due to availability and length of product.

Issue 15. Soil Turned at Dewitt Roberts.

A15. In regards to whether or not Dewitt Roberts field has ever had the soil turned, the answer is no.

END OF ADDENDUM No. 2

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.


JSM Services

Signature & Name of Business



Project: Re-Sod

Vendor / Company Name	Contact Number	Representative	Signature	Date/Time
EARTH TECH ENT.	239-571-0104	Chac Gebring	[Signature]	10-19
DA HIGGINY	305-797-1019	Ken Rombo	[Signature]	10-19
SPATSTORFONE	501-722-0775	BILL (SULLAN)	[Signature]	10-19-11
DR SWANSON CO.	(239) 415-3815	BLAD MORETTI	[Signature]	10-19-11
JSM Services Inc	(239) 872-0506	Jimmy Stamps	[Signature]	10-12-11

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854
8:55
8:55
8:59

Email

DA Higgins key west.com 305-797-1019
Jimmy Stamps @ JSMservicesinc.com 239-872-0506
Bradmoretti@hotmail.com cell (239) 243-4359

TITAN GOLF SERVICES

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE JSM Services, Inc.

414 Lake Millsite Drive, Bartow, FL 33830

as Principal, hereinafter called the Principal, and Westfield Insurance Company

1 Park Circle, Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Key West

3126 Flagler Avenue, Key West, FL 33040

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid


Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid No. 12-004 Resod City Ball Fields

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of October, 2011

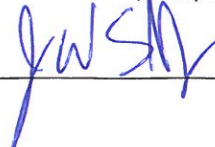

(Witness)

JSM Services, Inc.

(Principal)

(Seal)

By:



JW Stamps Inc President (Title)

Westfield Insurance Company

(Surety)

(Seal)

By:



Attorney-in-Fact

Kevin Wojtowicz, FL Licensed Agent

(Title)

Jennifer Spurway


(Witness)

General
Power
of Attorney

POWER NO. 0994782 00

**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

KEVIN WOJTCOWICZ, GLENN ARVANITIS, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

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

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

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

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

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability 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 **OCTOBER** A.D., **2008**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: **Richard L. Kinnaird, Jr., National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this **07th** day of **OCTOBER** A.D., **2008**, 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 **14th** day of **October**, A.D., **2011**.



Frank A. Carrino
Frank A. Carrino, Secretary