

Notice to Bidder: Use Black Ink or Type For Completing the Form.

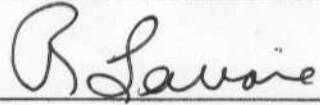
BID

To: The City of Key West
Address: 525 Angela Street, Key West, Florida 33040
Project Title: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT
Project: IB #10-004

BIDDER'S INFORMATION

Name: BAYSHORE CONSTRUCTION, INC.
Address: 6834 ARECA Blvd
SARASOTA, FL 34241

Contact Name: DOUG MARTIN
Email: bay95@comcast.net
Telephone: 941 927-8565
Fax: 941 927-5027

Signature:  **Date:** 6/21/10

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/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself 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 that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

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 TIME

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within one hundred twenty (120) calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of two hundred fifty dollars (\$250.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. , , , , ,
, (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.

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.”

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment 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 a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

IB #10-004: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

LUMP SUM BID PRICE

\$ 363,587.00

Bid Total in Words

Three hundred sixty three thousand five hundred eighty Seven, — xx

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

The Schedule of Values (unit prices) shall include at a minimum of the following:

Item #	Description	Qty	Units	Unit Price	Total
1	Mobilization/Demobilization	1	each	6100.-	6,100.-
2	Cost for removal and disposal of old wood decking	30,000	Sq. ft.	1.50	45,000.-
3	Composite Material Only	18,000	Sq. ft.	6.20	111,600.-
4	Composite Material Installation Labor Only	18,000	Sq. ft.	5.04	90,720.-
5	Wood Material Only	12,000	Sq. ft.	2.71	32,520.-
6	Wood Material Installation Labor Only	12,000	Sq. ft.	3.48	41,760.-
7	Remove/Install Pedestals	40	each	200.-	8,000.-

8	Remove/Install Light Posts	12	each	166.-	1,992.-
9	Remove/Install Transformers	15	each	333.-	4,995.-
10	Remove/Install Fire Hose Cabinets	10	each	50.-	500.-
11	Remove/Install Gas Pumps	4	each	1,000.-	4,000.-
12	Remove/Install Gas Hose Reels	8	each	125.-	1,000.-
13	Remove/Install Sewer Pumps	2	each	100.-	200.-
14	Remove/Install Cable Boxes	4	each	25.-	100.-
15	Removal/Install/Replacement of other items (ladders, hose bibs, etc)	1	each	100.-	100.-
16	Contingency	1	each	\$15,000	\$15,000
TOTAL					363,587.00

***FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD AND APPROVED BY CITY STAFF**

ALTERNATE PRICING IF ONLY COMPOSITE MATERIAL IS USED

Item #	Description	Qty	Units	Unit Price	Total
3a	Composite Material Only Harborwalk and Piers	30,000	Sq. ft.	6.22	186,600.-
4a	Composite Material Installation Labor Only Harborwalk and Piers	30,000	Sq. ft.	4.66	139,800.-

ALTERNATE STRINGER REPLACEMENT

Item #	Description	Qty	Units	Unit Price	Total
17	2X6 Pressure Treated Wood-material and labor	400	Linear ft.	3.00	1,200.-

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:

Portion of Work: 5%

Name: Custom Electric

Address: 131 Ellis Dr. Tavernier, FL

Portion of Work: .05%

Name: H Auber Incorporated

Address: P.O. Box 9389 Tavernier, FL

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: BAYSHORE CONSTRUCTION, INC.

Doing business at 6834 ARECA BLVD

City SARASOTA State FL Zip 34241

Telephone No. 941 927-8565

This address is where all communications concerning this Bid 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:

Name	Title
<u>DOUG MARTIN</u>	<u>PRESIDENT</u>
<u>RICHARD LAVOIE</u>	<u>VICE-PRESIDENT</u>

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 21st day of JUNE, 2010.

(SEAL)

Name of Corporation _____

By: R Lavoie

Title: VICE-PRESIDENT

Attest: Doug Martin

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2010.

Signature of Bidder _____

Title _____

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

PROJECT IB #10-004: KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. 10-004 for Key West BIGHT HARBOR walk/Dock Board Replacement
2. This sworn statement is submitted by BAYSHORE CONSTRUCTION, INC
(Name of entity submitting sworn statement)
whose business address is 6834 ARECA BLVD
SARASOTA, FL 34241 and (if applicable) its Federal
Employer Identification Number (FEIN) is 65-0563970 (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is RICHARD LAVOIE and my relationship to
(Please print name of individual signing)
the entity named above is VICE - 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 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, 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 of 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.
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 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.

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.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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.)

R. Lavoie
(Signature)
6/21/10
(Date)

STATE OF FLORIDA
COUNTY OF SARASOTA

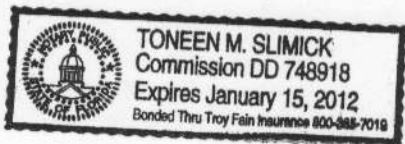
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Richard Lavoie who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 21ST day of June, 2010.

My commission expires:

Toneen M. Slimick
NOTARY PUBLIC



N/A.

**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.
 - 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 Phone:

Current Local Address: Fax:
(P.O Box numbers may not be used to establish status)

Length of time at this address

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)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

Recent Projects

Pinellas County Public Works
22211 US Hwy 19N, Bldg 16
Clearwater, FL 33765

Attn: Brian Mowry
Ph: 727 464-8885
Fax: 727 464-8888

Various Project; Boardwalk, Fishing pier, Bridges, and Dune Walkovers

From January 2007 until now

City of Indian Rocks Beach
1507 Bay Palm Blvd
Indian Rocks Beach, FL 33785

Attn: Dean Scharmen
Ph: 727 595-6885
Fax: 727 593-5137

Dune Walkovers November 2008 and December 2009

Manatee County
1112 Manatee Ave W
Bradenton, FL 34205

Attn: Debra Lynn Carey-Reed
Ph: 941 749-3074
Fax: 941 749-3018

Boardwalk re-deck July-09

City of Madeira Beach
505 150 Avenue
Madeira Beach, FL 33708

Attn: Mike Maxemow
Ph: 727 391-9951
Fax: 727 391-2814

John Pass Boardwalk July to November 2006

Bayshore Construction, Inc.

6834 Areca Blvd
Sarasota, FL 34241

Telephone (941) 927-8565
Fax (941) 927-5027

No legal as been taken action against our company



THE CITY OF KEY WEST

Key West Bight
201 William Street
Key West, FL 33040

ADDENDUM 1: IB #: 10-004
KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT:
June 7, 2010

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. The IB incorrectly identified the Composite Decking as 5/4"x 6" Timbertech Grey (shall match existing composite decking on D-dock) or equivalent. It should have stated 2"x 6" Timbertech DockSider Plank Grey (shall match existing composite decking on D-dock) or equivalent.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

R. L. Lavis
Signature

BAYSHORE CONSTRUCTION, Inc.
Name of Business

**THE CITY OF KEY WEST**

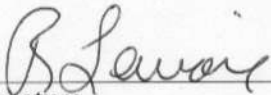
Key West Bight
201 William Street
Key West, FL 33040

ADDENDUM 2: IB #: 10-004
KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT:
June 16, 2010

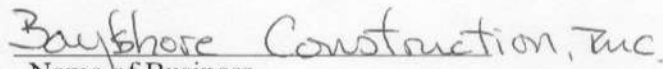
This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. The IB incorrectly stated in Section 4, Page 9 that Performance and Payment Bonds are not required as part of this contract. This is incorrect. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature



Name of Business

FLORIDA BID BOND

BOND NO. N/A

AMOUNT \$ ---5% of Amount Bid---

KNOW ALL MEN BY THESE PRESENTS, that

Bayshore Construction, Inc., hereinafter called the PRINCIPAL, and The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of Ohio having its principal place of business at 175 Berkeley St. Boston in the State of MA and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto hereinafter called the Obligee, in the sum of Five Percent 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 or Bid for:

KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of labor, materials, (except those specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Specifications entitled:

KEY WEST BIGHT HARBOR WALK/DOCK BOARD REPLACEMENT

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 five (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 five (5) working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within five (5) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon

demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 23rd day of June 2010.

B. Lawson
PRINCIPAL

RICHARD LAVOIE
By

The Ohio Casualty Insurance Company
SURETY

[Signature], Anthony T. Papa, Jr.
Attorney-In-Fact and Licensed Florida Agent

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

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 42-516

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: **Anthony T. Papa, Jr. or Carol McManus of Sarasota, Florida** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIFTEEN MILLION (\$15,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **19th day of June, 2009**.



J. Timothy D'Errico, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **19th day of June, 2009** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **J. Timothy D'Errico, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this **23rd** day of **June**, **2010**



Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-513-867-3471 between 9:00 am and 4:30 pm EST on any business day.