

RESOLUTION NO. R-15-13

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AIRGAS, INCORPORATED, IN THE TOTAL AMOUNT NOT TO EXCEED \$64,422.35 FOR THE WATER TREATMENT PLANT SIX-TON CARBON DIOXIDE TANK REPLACEMENT PROJECT.

WHEREAS, three proposals were directly solicited for the Water Treatment Plant Six-Ton Carbon Dioxide Tank Replacement Project WP1587, and the proposal of Airgas, Incorporated, in the amount of \$64,422.35 has been determined by the Director of Public Works and City Engineer to be the lowest and best proposal; and


WHEREAS, four proposals were directly solicited for the installation of the new tank and associated equipment, and the proposal of Airgas, Incorporated, in the amount of \$3,000 has been determined by the Director of Public Works and City Engineer to be the best proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Airgas, Incorporated, for work as outlined in the contract for a total amount not to exceed \$64,422.35.


FURTHER, THAT funds for such purpose are authorized from the Combined Waterworks and Sewerage System Funds Budget.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 23RD DAY OF FEBRUARY 2015.



J. Brian Hill, Mayor

ATTEST:



Ruth E. Bocchino, City Clerk



Department of Public Works Memorandum



DATE: February 17, 2015
TO: Kirk L. Davis, City Manager
FROM: Timothy A. Nebergall, Director of Public Works
RE: Water Treatment Plant 6-Ton Carbon Dioxide Tank Replacement
Project No. WP1587

The City of Gladstone uses carbon dioxide for pH adjustment at the water treatment plant. Carbon dioxide is currently stored in a 6-ton storage tank that was installed in 1968. Since that time, the tank has continued to age resulting in small leaks and lost product. The 2009 "Water Sustainability Master Plan" completed by Wallace Engineering recommended replacement of the tank in 2015.

City staff directly solicited bids from three (3) firms that specialize in chemical feed systems. The following bids were received:

- Airgas, Inc. - \$61,422.35
- Praxair, Inc. Company - \$62,024.00
- CryoGas International - No Bid

In addition to the equipment, City staff directly solicited competitive bids from four (4) firms to install the equipment. The City received the following responses:

- Douglas Pump Service - \$2,205.00
- Airgas, Inc. - \$3,000.00
- Capital Electric - \$8,940.00
- Diester Company - No Bid

Based upon all of the information, staff is recommending that the City of Gladstone award both the equipment and installation to Airgas, Inc. in an amount not to exceed \$64,422.35. Please note that staff is recommending the installation bid of Airgas, Inc. so that a single company will be responsible for supplying and installing the new equipment. The new equipment will consist of a 6-ton tank, compressor, and heating system.

The project is budgeted in FY15 in the CWSS fund. If you have any questions, please contact me at your convenience.

Wayne Smith
Bulk Gas Specialist
Airgas USA LLC.
9101 Bond Street
Overland Park, KS 66214
913-972-2937 Fax: 866-239-0505
<http://www.airgas.com>
wayne.smith@airgas.com

4-22-15

Steve Wescott
913 NW 44th Terraces
Gladstone MO 64116 WTP
816 454 2770

One (1) Tomco Model 675CA 6-Ton Skid Mounted Horizontal Carbon Dioxide Storage Unit

- Pressure vessel built in accordance with ASME section VIII Division I
- Designed under UBC 1997 seismic zone 4, importance factor of 1.25, soil profile types Sa, Sb, Sc, Sd or Se, 2 Km or less to a type A seismic source.
- MAWP 350 PSIG, MDMT -40F
- Nominal liquid carbon dioxide capacity is 12,000 pounds.
- Vessel to be insulated with 4 in. urethane insulation and covered with a .063 prefinished white aluminum jacket.
- 1 HP R404A refrigeration systems with electrical controls wired for 220 or 460 volt, 60 hertz, 3 phase.
- The electrical control panel includes refrigeration controls, a low pressure, and high-pressure alarm. All the electrical components to be installed in a NEMA 3R enclosure with fused disconnect.
- 6-inch face, 0-600 PSIG Pressure Gauge and 6-inch face differential pressure liquid levels indicator that reads in pounds and kilograms.
- Stainless steel 1/4-turn isolation ball valves.

- Dual ASME spring operated safety relief valve assembly set @ 350 PSIG with a 3-way selector valve.
- Dual bleeder valve assembly set @ 330 PSIG with a ½ inch 3-way selector valve.

Price \$50,395.29 US

One (1) Optional Tomco Model M-259CI Carbon Dioxide Pressure Build Vaporizer installed in the 675CA or the 3.7575CA control cabinet.

- Capacity 245 pounds per hour at 220 volts
- Capacity 325 pounds per hour at 460 volts
- 9 KW heater element at 220 volt, 60 hertz, and 3-phase service
- 12 KW heater element at 460 volt, 60 hertz, and 3-phase service
- Heater element is pressure and temperature controlled. All the electrical components to be installed in a NEMA 3R enclosure with fused disconnect.

\$7,527.06 US

Bond for insurance

Price \$250.00 US

Total without Freight and Taxes

Price \$58,172.35 US

This quote does not include installation

Current manufacturing time is 14 weeks after receipt of an order. Deliveries based on current production schedules. The above pricing is F.O.B. Loganville, GA U.S.A. and is firm for 30 days.

Wayne Smith
913 972 2937

LIMITED WARRANTY

All equipment manufactured and sold by Tomco₂ Equipment Company, hereinafter identified as TOMCO₂, shall be warranted against defects in materials and workmanship (normal wear and tear excluded) under normal use and service for a period of one year from the date of invoice or hour usage for the following equipment:

Pelletizer/Extruder/Disc Press	2,000 hours
AH-45/CM-40 Pump	2,000 hours
CO ₂ Cleaning System	15,000 cycles or about 2,000 hours

This Limited Warranty shall be invalidated if the products:

- a) have not been installed, handled, or used in accordance with TOMCO₂'s recommended procedures.
- b) have been damaged through the negligence or abuse of the customer or any subsequent purchaser.
- c) are damaged by causes external to the products, including (without limitation) shipping damage, or accident or catastrophe of nature.
- d) have been subjected to repairs or attempted repairs by any person other than an authorized TOMCO₂ service technician.
- e) have been repaired using non-TOMCO₂ spare parts.

The limit of TOMCO₂'s entire warranty obligation is, at TOMCO₂'s election, replacing, issuing credit or repairing any covered part of such equipment, which TOMCO₂'s examination determines to be defective. These remedies are exclusive and are the sole measure of recoverable damage.

A claim must be made within 30 days after the defect is discovered and any claim not made within the specified time period may be deemed by TOMCO₂ to be waived or released by purchaser.

Defective part(s) must be returned to TOMCO₂ within 20 days upon receipt of replacement part to receive valid warranty consideration. Upon receipt of the defective part, TOMCO₂ will make a warranty determination in accordance with our limited warranty and notify purchaser in the event parts are not covered.

Prior to returning any part to TOMCO₂, a returned goods authorization number (RGA) must be obtained from the Parts and Service Department. Parts must be returned to TOMCO₂ Equipment Company at 3340 Rosebud Road, Loganville, Georgia 30052, with the transportation charges prepaid and the following information provided:

- a) Company name
- b) Company address
- c) Contact name
- d) Contact telephone number
- e) Quantity, description, model number and, if applicable, a serial number of each item being returned
- f) Reason for return
- g) Original TOMCO₂ sales order number, invoice number or customer purchase order number
- h) **Return goods authorization number (RGA) must appear on the shipping label and packing slip**

TOMCO₂ shall not be liable for consequential damages or any special, incidental, or other cost, expense or damage, including harm to others or loss of profits. Neither TOMCO₂ nor purchaser shall seek, from the other, reimbursement or indemnity for claims related to the equipment that involves its employees or its visitors.

THIS IS THE ONLY WARRANTY GIVEN BY TOMCO₂ EQUIPMENT COMPANY, EXCEPT AS PROVIDED HEREIN; TOMCO₂ DISCLAIMS ALL OTHER WARRANTIES, EXCEPT TITLE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This warranty excludes products, accessories, parts or attachments that are not manufactured by TOMCO₂ except to the extent of the warranty from the original manufacturer assigned by TOMCO₂. Copies of such applicable warranties are available upon request of TOMCO₂.



CERTIFICATE OF LIABILITY INSURANCE

12/17/2015

DATE (MM/DD/YYYY)

3/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		
INSURED 1066143 AIRGAS USA, LLC 259 N. RADNOR-CHESTER ROAD RADNOR PA 19087		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
		INSURER B: New Hampshire Insurance Company		23841
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES AIRIN01

CERTIFICATE NUMBER: 13404688

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	GL1903210	12/17/2014	12/17/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	CA9701079 (AOS) CA9701078 (MA) CA9701077 (VA)	12/17/2014 12/17/2014 12/17/2014	12/17/2015 12/17/2015 12/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	19661730	12/17/2014	12/17/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC001591803 (FL) WC029342296 (CA) WC029342298 (AOS) WC029342300	12/17/2014 12/17/2014 12/17/2014 12/17/2014	12/17/2015 12/17/2015 12/17/2015 12/17/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF GLADSTONE IS INCLUDED AS AN ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY IN ACCORDANCE WITH POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

13404688

City of Gladstone
Water Treatment Plant
913 NW 44th Terrace
Gladstone, MO 64116

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Airgas USA, LLC, 31 North Peoria Avenue, Tulsa, OK 74120 as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company as Surety, licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gladstone, Missouri, a Municipal corporation, as Oblige, in the penal sum of Sixty Thousand Nine Hundred Twenty Two and 35/100 Dollars (\$ 60,922.35) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement Contract Document No. _____ dated _____ 20__ entered into a contract with Gladstone for
Water Treatment Plant, 6-Ton Carbon Dioxide Tank Replacement, Project WP1587

_____ which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone services, grain, grain, hay, feed, coal, groceries and foodstuffs, either consumed, rented, used or reasonable required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor shall defend, indemnify and hold Gladstone harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment on this contract, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send and answer to the claimant, with a copy to Gladstone, stating the amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of Gladstone, Missouri, to the use of such party. Gladstone shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Clay County, Missouri, or in the United States District Court for the Western District of Missouri.

(Payment Bond Cont.)

WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 20____.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture

(Signature of sole proprietor or general partner)

B. Corporation

Airgas USA, LLC

Name of Corporate Principal

By: _____

Its: _____

Attest: _____

Secretary (affix seal)

SIGNATURE OF SURETY

Name and address of Corporate Surety

Liberty Mutual Insurance Company

176 Berkeley Street

Boston, MA 02116 (617) 357-9500

By: _____

(seal)

Attorney in Fact (attach power of attorney)
Larissa Smith, Attorney-in-Fact

ACCEPTANCE BY GLADSTONE

The foregoing bond is approved.

Date _____

Scott Wingerson; Assistant City Manager

The foregoing bond is in due form according to law and is approved.

Date _____

Randall D. Thompson; City Counselor

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 666F257

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Brille; Claudia Mandato; David M. Lockton; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhrmester; Mary T. Flanigan; Patrick T. Pribyl; Rebecca S. Gross; Ronald J. Lockton; Wendy A. Casey

all of the city of Kansas City, state of MO, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of July, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMISSION EXPIRES: 12-31-16
Teresa Pastella, Notary Public
Plymouth Meeting, Montgomery County, PA
My Commission Expires: 12-31-16
Montgomery County, Pennsylvania

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

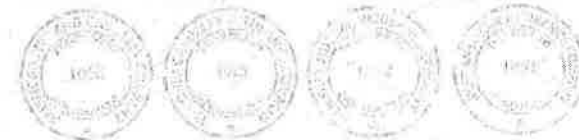
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

