

**RESOLUTION 22-161**

**A RESOLUTION TO AUTHORIZE THE EXPENDITURE OF THE 2022  
WATER LINE REPLACEMENT PROJECT**

**WHEREAS**, the City of Spring needs to replace sections of existing 12- inch water line in two locations within the City; and

**WHEREAS**, the current water line including 250 L.F. of existing 12-inch PVC and approximately 560 L.F of existing DIP water line with 12-inch Class 350 DIP has failed multiple times; and

**WHEREAS**, a Request for Proposals was publicly advertised for replacement with a bid opening Friday, June 24, 2022; and

**WHEREAS**, Cleary Construction Inc. was the sole bidder at a cost of \$424,910.00; and

**WHEREAS**, the project was budgeted in FY2022 for \$300,000.00 and will be funded with a budget amendment from fund balance; and

**WHEREAS**, the city staff recommends award of the bid to Cleary Construction Inc. to replace the two sections of water line at a total cost of \$424,910.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen

1. Authorize the expenditure of the 2022 water line replacement funded utilizing water sewer funds at a not to exceed cost of \$424,910.00
2. Authorize the Mayor to sign the vendor services agreement

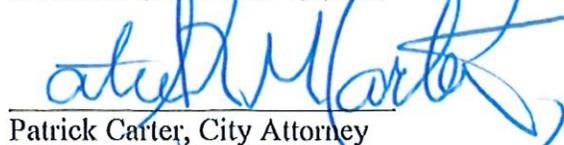
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 1<sup>st</sup> day of August, 2022.**

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



**REQUEST:**            *Approval of Resolution 22-161*  
**SUBMITTED BY:**    Jessica Weaver, Utility Director  
**DATE:**                August 1<sup>st</sup>, 2022  
**RE:**                     To authorize the expenditure of 2022 Water Line Replacement

**ATTACHMENTS:**

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**PURPOSE:**

To approve Resolution 22-161 to authorize the expenditure for the 2022 water line replacement project.

**BACKGROUND:**

The City of Spring Hill is in need of replacing sections of existing 12-inch water line in two locations within the City, along Kedron Road and Tom Lunn Road. The water line along Kedron Road includes replacing approximately 250 L.F. of existing 12-inch PVC water line with 12-inch Class 350 ductile iron pipe. The water line along Tom Lunn Road includes replacing approximately 560 L.F. of existing 12-inch DIP water line with 12-inch Class 350 Ductile Iron pipe. The city posted an invitation to submit proposal for the 2022 water line replacement with a closing date of June 24<sup>th</sup> 2022 with one response from Cleary Construction at a total cost of \$424,910.00.

**FINANCIAL IMPACT:**

This was budgeted from FY 2022 budgeted funds of \$300,000.00 and the will be submitted in the first FY 22/23 budget amendment to be funded from the water sewer fund.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 22-161 to award the bid to Cleary Construction at a not to exceed cost of \$424,910.00.

## SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and Cleary Construction Inc ("Vendor") (collectively as "Parties"), and is entered into on August 1<sup>st</sup> 2022, and is effective as of the Effective Date set forth herein.

### RECITALS:

WHEREAS, the City requires water line replacements it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be \_\_\_\_\_, \_\_\_\_\_.
2. **TERM.** The term of this Agreement shall be 45 days from the Effective Date herein through \_\_\_\_\_.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
  - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage,

blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

#### **4. VENDOR RESPONSIBILITIES.**

- a. Perform all items described in the scope of work as detailed in the Request for proposal, as attached hereto as Exhibit A.

#### **5. CITY'S RESPONSIBILITIES.**

- a. Provide support as required

**6. INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. **AMENDMENT AND TERMINATION.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration and termination.
8. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
10. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
11. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital

status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

19. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

20. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: Cleary Construction Inc.  
2006 Edmonton Road  
Tompkinsville, Kentucky 42167

If to City: Mayor Jim Hagaman  
199 Town Center Parkway  
P.O. Box 789  
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.  
Middle Tennessee Law Group, PLLC  
d/b/a Wolaver, Carter & Heffington  
809 South Main Street, Suite 100  
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

21. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements, excluding the Master

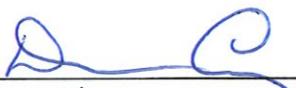
Services Agreement with VC3 signed by the City of Spring Hill on May 14, 2020, either written or oral, unless otherwise expressly stated herein.

23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By:   
\_\_\_\_\_  
JIM HAGAMAN  
Mayor of Spring Hill  
Date of Execution: 8-1-2022

By:   
\_\_\_\_\_  
Darren Cleary (print)  
VENDOR REPRESENTATIVE  
Date of Execution: 08/12/2022

SECTION 00514

AGREEMENT

THIS AGREEMENT, made this the 24<sup>th</sup> day of August, 2022, by and between the City of Spring Hill of Maury County, Tennessee, acting herein through its Mayor and hereinafter called the "Owner", and Cleary Construction, Inc., of the City of Tompkinsville, County of Monroe, State of Kentucky and hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the **2022 WATER LINE REPLACEMENT**, hereinafter included in the phrase "the Project", for the sum of **four hundred twenty four thousand, nine hundred and ten dollars and zero cents (\$424,910.00)** and all extra work in connection therewith under the terms as stated in the General, Supplementary, and Special (if applicable) Conditions of the Contract and at his own and proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and at the price(s) stated in the Contractor's Bid Form and also in accordance with the General, Supplementary, and Special (if applicable) Conditions of the Contract; the plans (which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof); and the specifications and Contract Documents therefor, all as prepared by THOMAS & HUTTON, herein entitled the "A/E", all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the entire project fully within FORTY FIVE (45) consecutive calendar days thereafter for **CITY OF SPRING HILL, 2022 WATER LINE REPLACEMENT**.

The parties hereto recognize that time is of the essence of the Contract, and that the Owner will suffer financial loss if the Project is not fully complete within the specified time frame, plus any extensions thereof allowed. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the project is not complete on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not for penalty), the Contractor shall pay the Owner one thousand dollars (\$1,000.00) per day, for

each consecutive calendar day that expires after the time specified for completion until the Project is complete.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions as provided and only as approved by written notice from the owner. The contractor shall not be due any additional cost above said contract total amount, whether lump sum or unit cost basis, for any work performed without prior written approval from the owner regardless of any perceived agreement with any other agent of the city.

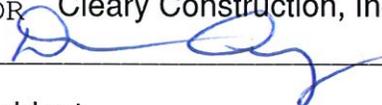
IN WITNESS WHEREOF, the parties to these presents have executed this Contract, in the year and day first above mentioned.

(SEAL)

Attest:

  
Shirley Cleary

CONTRACTOR Cleary Construction, Inc.

By 

Title President

Address 2006 Edmonton Rd

Tompkinsville, KY 42167

Telephone No. (270) 487-1784

Contractor's License No. 41957

(SEAL)

Attest:

\_\_\_\_\_

OWNER

City of Spring Hill

By \_\_\_\_\_

Title Mayor

Address 199 Town Center Parkway

Spring Hill, TN 37174

Telephone No. (931) 486-2252

END OF SECTION



PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 24<sup>th</sup> day of August, 20 22.

Cleary Construction, Inc.

Cleary Construction Inc.  
Principal



ATTEST:

Shirley Cleary  
(Principal) Secretary

By Darren Cleary  
2006 Edmonton Rd., Tompkinsville, KY 42167  
Address

Leigh a Bryant  
Witness as to Principal

2006 Edmonton Rd., Tompkinsville, KY 42167  
Address

Westfield Insurance Company  
Surety



ATTEST:

N/A "See Power of Attorney"  
(Surety) Secretary

By Craig M. Whitlow  
Attorney-in-Fact  
Craig M. Whitlow

SEAL

6640 Carothers Parkway, Suite 160, Franklin, TN 37067  
Address

Leigh a Bryant  
Witness as to Surety

6640 Carothers Parkway, Suite 160, Franklin, TN 37067  
Address

END OF SECTION

General Power of Attorney

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 JAMES L. NOE, III, STEPHANIE RICHARDSON, ANDREW C. BENNETT, DEIDRE KITTREDGE, CRAIG M. WHITLOW, PAMELA D. PUSKARICH, JOINTLY OR SEVERALLY

of FRANKLIN and State of TN 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 National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MARCH A.D., 2017.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 01st day of MARCH A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and 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



David A. Kotnik, 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 day of A.D.



Frank A. Carrino Secretary

SECTION 00621

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Cleary Construction, Inc.  
\_\_\_\_\_, an Incorporation, hereinafter called  
"Principal," and Westfield Insurance Company of Ohio,  
State of Ohio, hereinafter called the "Surety," are held  
firmly bound unto the City of Spring Hill, Tennessee,  
hereinafter called "Owner," in the penal sum of Four Hundred Twenty-Four  
Thousand Nine Hundred Ten and No/100 Dollars (\$424,910.00)  
in lawful money of the United States, for the payment of which sum  
well and truly to be made we bind ourselves, our heirs, executors,  
administrators, and successors, jointly and severally, firmly be  
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal  
entered into a certain Contract with the Owner, dated the 24<sup>th</sup> day  
of August, 20 22, a copy of which is hereto attached  
and made a part hereof for the construction of the **CITY OF SPRING  
HILL, TN, 2022 WATER LINE REPLACEMENT.**

NOW, THEREFORE, if the Principal shall promptly make payment to  
all persons, firms, subcontractors, and corporations furnishing  
material for or performing labor in the prosecution of the work  
provided for in such Contract and any authorized extension or  
modification thereof (including all amounts due for materials,  
lubricants, oil, gasoline, and repairs on machinery, equipment, and  
tools) consumed or used in connection with the construction of such  
work; for all insurance premiums on said work; and for all labor  
performed in such work whether by subcontractor or otherwise, then  
this obligation shall be void; otherwise it shall remain in full  
force and effect.

PROVIDED, FURTHER, that the said Surety, for value received  
hereby, stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Contract or to the work  
to be performed thereunder or the specifications accompanying same  
shall in any wise affect its obligation or this bond, and it does  
hereby waive notice of any such change, extension of time,  
alteration, or addition to the terms of the Contract or to the work  
or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this the 24<sup>th</sup> day of August, 2022.

Cleary Construction, Inc.

Cleary Construction Inc.  
Principal

ATTEST:

Shirley Cleary  
(Principal) Secretary

By Darren Cleary  
2006 Edmonton Road, Tompkinsville, KY 42167  
Address



SEAL

Leigh a Bryant  
Witness as to Principal

2006 Edmonton Road, Tompkinsville, KY 42167  
Address

Westfield Insurance Company  
Surety



ATTEST:

N/A "see Power of Attorney"  
(Surety) Secretary

By Craig M. Whitlow  
Attorney-in-Fact  
Craig M. Whitlow

SEAL

Address  
Allison West  
Witness as to Surety Allison West, Account Manager

6640 Carothers Parkway, Suite 160, Franklin, TN 37067  
Address

END OF SECTION

General Power of Attorney

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 JAMES L. NOE, III, STEPHANIE RICHARDSON, ANDREW C. BENNETT, DEIDRE KITTREDGE, CRAIG M. WHITLOW, PAMELA D. PUSKARICH, JOINTLY OR SEVERALLY

of FRANKLIN and State of TN 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 National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MARCH A.D., 2017 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 01st day of MARCH A.D., 2017 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and 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



David A. Kotnik

David A. Kotnik, 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 day of A.D.,



Frank A Carrino Secretary Frank A. Carrino, Secretary



**CERTIFICATE OF CORPORATE AUTHORITY**

As is evidenced by the signature of the President of Cleary Construction, Inc., as attested by its Secretary/Treasurer, Shirley Cleary, at a duly called meeting of the Board of Directors, it is hereby certified that Darren Cleary is the duly elected President of Cleary Construction, Inc.;

That Wesley Cleary a/k/a Wes Cleary is the duly elected Vice President of Cleary Construction, Inc.;

That Shirley Cleary is the duly elected Secretary/Treasurer of Cleary Construction, Inc., and, Darren Cleary, as President, Wesley Cleary as Vice-President, Shirley Cleary as Secretary/Treasurer, and Dantanna Neil Bryant as Field Operations Manager, have full and complete authority for all purposes to represent Cleary Construction, Inc. and, they are each authorized to execute on behalf of the corporation any construction proposal and bid, and/or contract and, said authority shall continue, until revoked in writing.

The action taken above does not affect in any respect, conflict with, or contravene, the By-Laws, Regulations, or Articles of said corporation.

In witness whereof, we have signed this Certificate of Corporate Authority on this the 15<sup>th</sup> day of March, 2017.

  
\_\_\_\_\_  
DARREN CLEARY, PRESIDENT  
CLEARY CONSTRUCTION, INC.

  
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WESLEY CLEARY, VICE-PRESIDENT  
CLEARY CONSTRUCTION, INC.

ATTEST:

  
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SHIRLEY CLEARY  
SECRETARY/TREASURER  
CLEARY CONSTRUCTION, INC.