



AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 5th day of December in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Gallatin County Board of Education
75 Boardwalk
Warsaw, Kentucky 41095

and the Contractor:
(Name, legal status, address and other information)

Endeavor Construction
977 State Route 28
Milford, Ohio 45150

for the following Project:
(Name, location and detailed description)

Gallatin County Alternative School & Field House
Gallatin County, Warsaw, Kentucky
BG 12-133
RTA 0914

The Architect:
(Name, legal status, address and other information)

RossTarrant Architects, Inc.
101 Old Lafayette Avenue
Lexington, Kentucky 40502

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(1498244690)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| NA

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

| The Contractor shall achieve Substantial Completion of the entire Work on or before November 13, 2013.

(Table deleted)

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, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Four Hundred Ninety-three Thousand Dollars and Zero Cents (\$ 3,493,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate No. 1	\$.00
Alternate No. 2	\$312,000.00
Alternate No. 3	\$127,000.00

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Refer to Exhibit A – Unit Prices.

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

(Table deleted)

Refer to Project Specifications.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last Thursday day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Last Thursday day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Refer to Supplementary Conditions of the Contract Documents.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☒ Litigation in Gallatin County Circuit Court.

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

☐ NA %

§ 8.3 The Owner's representative:
(Name, address and other information)

☐ To be determined.

§ 8.4 The Contractor's representative:
(Name, address and other information)

☐ To be determined.

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

☐ None.

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Kentucky Department of Education Amendment to the General Conditions		1 – 3
	Supplementary Conditions		1 - 8

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Refer to Specification Index.

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

(Table deleted)

Refer to Drawing Index.

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	November 7, 2012	2 w/attachments
Addendum No. 2	November 8, 2012	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraph deleted)

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Kentucky Department of Education Division of Facilities Management Amendment to the Standard Form of Agreement Between Owner and Contractor
Contractor's Form of Proposal
Contractor's Bid Security
Exhibit A - Unit Prices
Contractor's Correspondence of November 19, 2012
Contractor's Correspondence of November 20, 2012

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document
(Paragraphs deleted)

A201-2007, and the associated Kentucky Department of Education Amendment..

This Agreement entered into as of the day and year first written above.

David K. Morris
OWNER (Signature)

DAVID K MORRIS
(Printed name and title)

CHAIR, GALLATIN COUNTY BOARD OF EDUCATION

David M. Beiersdorfer, President
CONTRACTOR (Signature)

DAVID M BEIERSDORFER
(Printed name and title)

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**KENTUCKY DEPARTMENT OF EDUCATION
DIVISION OF FACILITIES MANAGEMENT
AMENDMENT TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
AIA A101-1997**

ARTICLE 5 PAYMENTS

- 5.1.8** Revise subparagraph to read: "The Owner shall retain ten percent (10%) from each Application for Payment up to fifty percent (50%) completion of the Work, then, provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner may approve a reduction in retainage to five percent (5%) of the current Contract Sum. No part of the five percent (5%) retainage shall be paid until the Division of Facilities Management, Kentucky Department of Education, has made a final on site review of completed instructional space and has provided written approval for final payment or further reduction in retainage. If reasons for reduction of the retainage are certified in writing by the Architect and approved by the Owner, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Division when deemed reasonable. The minimum lump sum amount shall be twice the estimated cost to correct deficient or incomplete work."
- 5.2.1** Add condition 5.3.1.3, as follows: "The Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment."

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.2** Delete the entire paragraph.
- 7.6** Add the following: "Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of \$1,000.00, not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions.
- "The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion."

END OF AMENDMENT

EXHIBIT A - UNIT PRICES

ARCHITECTURAL/STRUCTURAL UNIT PRICES		
WORK		PRICE/UNIT
1	Trench earth excavation and on-site disposal	\$ 30.00 /CY
2	Earth excavation, conditioning, replacement and compaction	\$ 20.00 /CY
3	Concrete curb and gutter	\$ 17.00 /LF
4	4" Reinforced concrete walk with base	\$ 45.00 /SY
5	#2 crushed stone, installed	\$ 30.00 /CY
6	#57 crushed stone, installed	\$ 30.00 /CY
7	Dense Grade Aggregate (DGA), installed	\$ 30.00 /CY
8	6-inch perforated PE pipe installed with 3-foot bury	\$ 15.00 /LF
9	12-inch PE pipe installed with 3-foot bury	\$ 20.00 /LF
10	48-inch diameter manhole with grate and frame (per foot of depth)	\$ 400.00 /LF
11	ADS In-line drain	Not Accepted
12	Cast iron downspout boot, installed	\$ 600.00 /EA
13	Aluminum downspout boot, installed	\$ 600.00 /EA
14	Sodded Lawn	\$ 6.00 /SY
15	Seeded Lawn	\$ 1.00 /SY
16	8' tall chain link fence	\$ 35.00 /LF
17	Pedestrian gate for 8' tall chain link fence	\$ 1,000.00 /EA

MECHANICAL/ELECTRICAL UNIT PRICES		
WORK		PRICE/UNIT
1	4" Schedule 80 PVC (Installed)	\$ 10.00 /LF
2	3/4" Copper (Installed)	\$ 13.00 /LF
3	1" Copper (Installed)	\$ 17.00 /LF
4	1-1/4" Copper (Installed)	\$ 23.00 /LF
5	Provide a 24x24 supply diffuser (S-3) with 6'-0" flex and a take-off/volumn damper	\$ 200.00 /EA
6	(1) 200 ft. well including backfilling and piping	\$ 3,000.00 /EA
7	1-1/2" ball valve installed	\$ 170.00 /EA
8	3" CHWS/R piping including insulation (Installed)	\$ 30.00 /FT
9	4" CS/R piping (Installed)	\$ 4.00 /FT
10	(1) CP-1 (condensate pump) with 40' of 1" CD piping (Installed)	\$ 410.00 /EA
11	Fire alarm A/V jdevice installed with 100" of cable	\$ 370.00 /EA
12	Cost of a single data (or voice) drop including back box, up to 75' of Cat. 6 cable, all necessary conduit, wiremold, junction boxes, bridal rings, wall penetrations, patching and painting, punchdown at DF, testing and all labor.	\$ 600.00 /EA
13	Cost of 1 quadruplex circuit with all necessary conduit, outlet box, junction boxes, recepticals, and 100' of 3 conductor, 12 AWG wire, and labor.	\$ 700.00 /EA
14	3/4" E.M.T. w/4 #12 conductors installed including fittings and supports.	\$ 7.50 /LF
15	Light Switch w/30' conduit and wire (Installed)	\$ 250.00 /EA
16	Type "A3" lighting fixture (Installed).	\$ 225.00 /EA
17	Ceiling mounted smoke detector installed with 100' of cable.	\$ 400.00 /EA
18	1" Conduit installed including fittings and support	\$ 6.00 /LF
19	Type "X1" light fixture installed	\$ 250.00 /EA
20	Type "X2" light fixture installed	\$ 275.00 /EA

Date: November 14, 2012 To: (Owner) Gallatin County Board of Education

Project Title: Gallatin County Alternative School & Field House

City, County: Warsaw, Gallatin County, Kentucky

Name of Contractor/Supplier: Endeavor Construction

Mailing Address: 977 State Route 28, Milford, Ohio 45150

Business Address: 977 State Route 28, Milford, Ohio Telephone: 513-469-1900

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, on the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum 1, 2 (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID

For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

3,054,000⁰⁰

Use Figures

Three Million Fifty Four Thousand Even

Use Words

Dollars & Zero Cents

Use Words

ALTERNATE BIDS (If applicable and denoted in the Supplemental Conditions)

For omission from or addition to those items, services, or construction specified in the Supplemental Conditions by alternate number, the following lump sum price will be added or deducted from the base bid:

Alternate Bid No. 1	(Add/Deduct)	<u>\$Refer to Page 1A</u>
Alternate Bid No. 2	(Add/Deduct)	<u>\$Refer to Page 1A</u>
Alternate Bid No. 3	(Add/Deduct)	<u>\$Refer to Page 1A</u>
Alternate Bid No. 4	(Add/Deduct)	<u>\$Refer to Page 1A</u>

Project Title: Gallatin County Alternative School & Field House

SUPPLEMENTAL INFORMATION - ALTERNATE BIDS

For omission from or addition to those items, services, or construction specified in the Supplemental Conditions by alternate number, the following lump sum price will be added or deducted from the base bid. This section must be completed and turned in with the Form of Proposal.

Alternate Bid No. 1
Preferred Hardware Manufacturer

(Add/Deduct)

\$ no change

no change
Use Words

Dollars & _____ Cents
Use Words

Alternate Bid No. 2
Concession & Press Box

(Add/Deduct)

\$ ~~270,000~~⁰⁰ 312,000⁰⁰

Three Hundred Twelve Thousand Even
~~Two Hundred Seventy Thousand Even~~
Use Words

Dollars & zero Cents
Use Words

Alternate Bid No. 3
Bleacher/Seating Upgrades

(Add/Deduct)

\$ 127,000⁰⁰

One Hundred Twenty Seven Thousand Even
Use Words

Dollars & zero Cents
Use Words

UNIT PRICES

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

WORK	PRICE	UNIT
1. <u>Refer to Section 004112 – Unit Price List</u>	\$	/
2. _____	\$	/
3. _____	\$	/
4. _____	\$	/
5. _____	\$	/
6. _____	\$	/
7. _____	\$	/
8. _____	\$	/
9. _____	\$	/
10. _____	\$	/

(Provide attachment for additional unit prices)

NOTE: The bidder shall submit the above list of unit prices with the bid.

LIST OF PROPOSED SUBCONTRACTORS

List on the lines below each major branch of work and major material category for this project and the subcontractor or supplier involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
1. <u>Refer to Section 004111 – Subcontractor List</u>	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

(Provide attachment for additional work/material - subcontractor/supplier)

NOTE: The bidder shall submit the above list of subcontractors with the bid.

LIST OF MATERIALS/MANUFACTURERS

MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY		MANUFACTURER
1.	Refer to Section 004113 – Manufacturer List	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(Provide attachment for additional material/manufacturers.)

NOTE: The bidder shall submit the above list of materials with the bid.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR: Endeavor Construction

AUTHORIZED REPRESENTATIVE: David M. Beiersdorfer, President
Signature

NAME (typed): David M. Beiersdorfer

TITLE: President

NOTICE: A bid bond or certified check or cash must accompany this proposal.

This form shall not be modified. Attach supplemental form of proposal information pages for project specific requirements as needed.

SECTION 004111 - SUBCONTRACTOR LIST

LIST OF PROPOSED SUBCONTRACTORS

List on the lines below each major branch of work and major material category for this project and the subcontractor or supplier involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The Architect/Engineer will evaluate the ability of all listed subcontractors to complete the work and notify the Owner. Listing of the bidder as the subcontractor may invalidate the bid should the Architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

ARCHITECTURAL/STRUCTURAL	
BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
1 Cast in Place Concrete	ENDEAVOR
2 Lightweight Insulated Concrete	WIL H&Z TECHNICRETE
3 Unit Masonry	JACOB
4 Sprayed-In-Place Thermal Insulation	CFI CONTRACTING
5 Steel Joist	INDEPENDENT
6 Metal Decking	INDEPENDENT
7 Thermoplastic Membrane Roofing	KRAMER
8 Aluminum Storefront, Windows & Glazing	GATEWAY
9 AHC Hardware Inspector	ATLAS
10 Finish Hardware	ATLAS
11 Resilient Floor Tile, Wall Base and Accessories	AZTEL
12 Painting	INSTAFAB
13 Spray-on Acoustical Insulation	OMNI
14 Acoustical Panel Ceilings	DE GEORGE
15 Bleachers	TOADVINE
16 Manufactured Press Box	TOADVINE
17 Institutional Casework	PROBEAN
18 Earthwork	LANIGAN
19 Storm Drainage	LANIGAN
20 Cement Concrete Pavement & Curbs/Gutters	ENDEAVOR
21 Lawns and Grasses	SPECTRA

MECHANICAL/ELECTRICAL	
BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
1 Mechanical	WIL HUBSON ACOUSTITHERM
2 Plumbing	WIL QUEEN CITY - HART
3 Electrical	DELTA
4 Fire alarm installer	DELTA
5 Sheet Metal	WIL HUBSON ACOUSTITHERM
6 Insulation	WIL HUBSON ACOUSTITHERM
7 Heat Pump Loop Flushing and Cleaning	WIL HUBSON ACOUSTITHERM
8 HVAC System Chemical Treatment	WIL HUBSON ACOUSTITHERM
9 Geothermal drilling	WIL HUBSON ACOUSTITHERM
10 Temperature controls	WIL HUBSON ACOUSTITHERM
11 Test and balance	WIL HUBSON ACOUSTITHERM
12 Automatic sprinkler system	NORTHERN KY FIRE

13 Data and voice installer	<i>DELTA</i>
14 Security Installer (CCTV & Motion)	<i>DELTA</i>

END OF FORM OF PROPOSAL

SECTION 004112 - UNIT PRICE LIST

UNIT PRICES

Indicate on the lines below unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work. All unit prices must be completely filled out by each bidder and submitted as directed in the Supplemental Instructions to Bidders.

ARCHITECTURAL/STRUCTURAL UNIT PRICES		
WORK	PRICE/UNIT	
1 Trench earth excavation and on-site disposal	30.00	/CY
2 Earth excavation, conditioning, replacement and compaction	20.00	/CY
3 Concrete curb and gutter	17.00	/LF
4 4" Reinforced concrete walk with base	45.00	/SY
5 #2 crushed stone, installed	30.00	/CY
6 #57 crushed stone, installed	30.00	/CY
7 Dense Grade Aggregate (DGA), installed	30.00	/CY
8 6-inch perforated PE pipe installed with 3-foot bury	15.00	/LF
9 12-inch PE pipe installed with 3-foot bury	20.00	/LF
10 48-inch diameter manhole with grate and frame (per foot of depth)	400.00	/LF
11 ADS In-line drain	12.00	/EA
12 Cast iron downspout boot, installed	600.00	/EA
13 Aluminum downspout boot, installed	600.00	/EA
14 Sodded Lawn	6.00	/SY
15 Seeded Lawn	1.00	/SY
16 8' tall chain link fence	35.00	/LF
17 Pedestrian gate for 8' tall chain link fence	1000.00	/EA

MECHANICAL/ELECTRICAL UNIT PRICES		
WORK	PRICE/UNIT	
1 4" Schedule 80 PVC (Installed)	10.00	/LF
2 3/4" Copper (Installed)	13.00	/LF
3 1" Copper (Installed)	17.00	/LF
4 1-1/4" Copper (Installed)	23.00	/LF
5 Provide a 24x24 supply diffuser (S-3) with 6'-0" flex and a take-off/volumn damper	200.00	/EA
6 (1) 200 ft. well including backfilling and piping	3000.00	/EA
7 1-1/2" ball valve installed	170.00	/EA
8 3" CHWS/R piping including insulation (Installed)	30.00	/FT
9 4" CS/R piping (Installed)	4.00	/FT
10 (1) CP-1 (condensate pump) with 40' of 1" CD piping (Installed)	410.00	/EA
11 Fire alarm A/V jdevice installed with 100" of cable	370.00	/EA
12 Cost of a single data (or voice) drop including back box, up to 75' of Cat. 6 cable, all necessary conduit, wiremold, junction boxes, bridal rings, wall penetrations, patching and painting, punchdown at DF, testing and all labor.	600.00	/EA
13 Cost of 1 quadruplex circuit with all necessary conduit, outlet box, junction boxes, recepticals, and 100' of 3 conductor, 12 AWG wire, and labor.	700.00	/EA

14	3/4" E.M.T. w/4 #12 conductors installed including fittings and supports.	7.50	/LF
15	Light Switch w/30' conduit and wire (Installed)	250.00	/EA
16	Type "A3" lighting fixture (Installed).	225.00	/EA
17	Ceiling mounted smoke detector installed with 100' of cable.	400.00	/EA
18	1" Conduit installed including fittings and support	6.00	/LF
19	Type "X1" light fixture installed	250.00	/EA
20	Type "X2" light fixture installed	275.00	/EA

END OF FORM OF PROPOSAL

OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P.O. Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Endeavor Construction LTD

977 State Route 28

Milford, Ohio 45150

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY

1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Gallatin County Board of Education

75 Boardwalk

Warsaw, KY 41095

BOND AMOUNT: 5% of bid

PROJECT:

(Name, location or address, and Project number, if any)

Gallatin County Alternative School & Field House, Project #10-5066- 23

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of November, 2012

Marilyn Dougherty
(Witness)

Maura Woz
(Witness)

Endeavor Construction LTD
(Principal) (Seal)

By: D. M. Beiersdorfer PRESIDENT
David M. Beiersdorfer, President (Title)

OHIO FARMERS INSURANCE COMPANY
(Surety) (Seal)

By: Stephan C. Sullivan
Stephan C. Sullivan, Attorney-in-fact (Title)

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BD5084 OFWWN (10/2010)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/14/09, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3404522 03

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
STEPHAN C. SULLIVAN, ROBERT B. WILE, SUSAN A. FLEISHER, TERRY L. WEEKLEY, WILLIAM C. MENSE, JOHN S. MENSE, JAMES J. MENSE, JOHN C. DODSWORTH, MAUREEN WOLF, GARY MILLER, LASHAWNA CARDWELL, RAYE LYNN MONEY, JASON M. CRANK, JOINTLY OR SEVERALLY

of **HAMILTON** and State of OH 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 14th day of APRIL A.D., 2009.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 14th day of APRIL A.D., 2009, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of November 2012 A.D.,



Frank A. Carrino
Frank A. Carrino, Secretary

Financial
Statement

Ohio Farmers Insurance Co.

December 31, 2011

Westfield Center, Ohio 44251-5001

(in thousands)

ASSETS	
Cash, cash equivalents, and short term investments	28,235
Bonds	310,412
Stocks, unaffiliated	120,092
Stocks, affiliated	1,175,569
Real estate	60,059
Agents' balances and uncollected premiums, net	102,869
Interest and dividends accrued	4,247
Other admitted and intangible assets	112,497
Total admitted assets	1,915,580
LIABILITIES	
Reserve for unearned premiums	140,707
Reserve for unpaid losses and loss expenses	267,925
Reserve for taxes and other liabilities	125,238
Total liabilities	553,870
SURPLUS	
Capital stock	0
Other than special surplus funds	5,115
Surplus	1,366,595
Total surplus	1,361,710
Total liabilities and surplus	1,915,580

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Kentucky and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2011.

Attest:

Frank A. Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations

Sworn to before me this 8th day of February A.D. 2012.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

William J. Kahelin

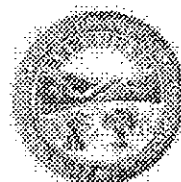
William J. Kahelin
Attorney at Law
Notary Public - State of Ohio BD 5402 B



Office of Financial
Regulation Services
50 West Town Street
Third Floor, Suite 300
Columbus, Ohio 43215
(614) 644-2358
Fax: (614) 644-3258
www.ohioinsurance.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued	06/19/12
Effective	07/01/12
Expires	06/30/13

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that:

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Medical Malpractice
Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancelable A & H
Collectively Renewable A & H	Nonrenew - State Reasons (A&H)
Commercial Auto - Liability Other	Ocean Marine
Commercial Auto - No Fault	Other Accident only
Commercial Auto - Phys. Damage	Other Liability
Credit Accident & Health	Private Passenger Auto - No Fault
Earthquake	Private Passenger Auto-Liability Other
Fidelity	Private Passenger-Phys Damage
Financial Guaranty	Surety
Fire	Workers Compensation
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	

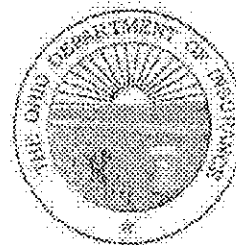
OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2011 that it has admitted assets in the amount of \$1,915,579,532, liabilities in the amount of \$553,869,272, and surplus of at least \$1,361,710,250.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor

Lt. Governor/Director





LOUIS B. NUNN, GOVERNOR
DEPARTMENT OF INSURANCE
OLD CAPITOL ANNEX
FRANKFORT, KENTUCKY 40601

COPY

CERTIFICATE OF AUTHORITY

WHEREAS, Satisfactory evidence has been furnished to me, showing that

Ohio Farmers Insurance Company

organized in the State of Ohio and having its
principal office at LeRoy, Ohio

is in sound and solvent condition, and has fully complied with all the provisions
of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto,
Now, therefore, as Commissioner of Insurance of the Commonwealth of Kentucky, in
pursuance of the authority vested in me by the laws of this Commonwealth, I do
hereby authorize the said insurance company to transact the business of

Multiple Line Insurance

in this Commonwealth for the period beginning on the date first above written and
to continue in force as long as the insurer is entitled thereto, under this Code,
and until suspension or revocation by the Commissioner, or termination at the
insurer's request.


COMMISSIONER OF INSURANCE

This Certificate of Authority shall, at all times, be
the property of the State of Kentucky, and upon any
expiration, suspension, revocation, or termination
thereof, the insurer shall promptly deliver this
Certificate to the Commissioner.

Certificate No. 34-0438190

Date 7/1/70

SECTION 004113 - MANUFACTURER & SUPPLIER LIST

LIST OF MATERIALS AND EQUIPMENT

Bidders are hereby advised that this list shall be filled out completely by the three apparent lowest bidders as directed by the Supplemental Instructions to Bidders.

The above requirement does not exclude any bidder from submitting this list, fully executed, at the time the bids are submitted. Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the bidder proposes to furnish. The use of the manufacturer's dealer's name only or stating "as per plans and specifications" will not be considered as sufficient identification. Where more than one "make" or "brand" is listed for any one item, the Owner has the right to select the one to be used.

Failure to submit a proper list may result in rejection of the bidder's proposal.

ARCHITECTURAL/STRUCTURAL MATERIALS AND EQUIPMENT	
ITEM	
1 Concrete	GRANT COUNTY
2 Lightweight Insulated Concrete	CEL CORE
3 Concrete Unit Masonry	LEE BRICK AND BLOCK
4 Face brick	CAROLINA CERAMICS
5 Sprayed-In-Place Thermal Insulation	BASE
6 Steel Joist	VULCRAFT
7 Thermoplastic Membrane Roofing	SARNAFIL
8 Coping, Fascia & Etc at Thermoplastic Roofing	SIKA SARNAFIL
9 Standing Seam Roofing	SIKA SARNAFIL
10 Hollow Metal Doors and Frames	METAL PRODUCTS
11 Wood Doors	OSH KOSH
12 Aluminum Storefront	VISTAWALL / EFCO
13 Finish Hardware - Locksets	BEST
14 Finish Hardware - Hinges	STANLEY
15 Finish Hardware - Cylinders	BEST
16 Finish Hardware - Closers	STANLEY
17 Finish Hardware - Exit Devices	PRECISION
18 Glass and Glazing	AGL
19 Acoustical Panel Ceilings	ARMSTRONG
20 Resilient Floor Tile	AZROCK
21 Resilient Wall Base and Accessories	FLEXCO
22 Paint	SHERWIN WILLIAMS
23 Visual Display and Tackboards	POLY VISION
24 Signage	RAYLIK
25 Aluminum Canopy	MASON
26 Toilet and Bath Accessories	BRADLEY
27 Institutional Casework	PR BEAN
28 Window Shades	DRAPPER
29 Storm Drainage Piping	ADS
30 Storm Drainage Structures	SHERWIN DIXIE

2/3

RTA 0914

MECHANICAL/ELECTRICAL MATERIALS AND EQUIPMENT		
ITEM		
1	Heat Pumps	FHP
2	Outside Air Units	GREENHECK
3	Pumps/Hydronic Specialties	B & G
4	Exhaust Fans	GREENHECK
5	Registers, Grilles, Diffusers	PRICE
6	Controls	ALERTON
7	Water Heaters	STATE
8	Plumbing fixtures (attach list)	SEE LIST BELOW *
9	Lighting Fixtures	SEE ATTACHED LIST
10	Electrical Gear	CUTLER HAMMER
11	Fire alarm system	EST
12	Clock System	AMERICAN TIME & SIGNAL
13	Data/Communications	PANDUIT
14	Video Surveillance	PANASONIC & EXAQC DVR
15	Intrusion Detection System	GE
16	Sports Lights	MUSCO

* Plumbing Fixtures

chairs - Kohler

Flush V4 - Sloan

Shower V2 - Powels

Faucets - Chicago
Delta

Shower Unit - Acorn

Sinks - Elkay

DELTA Electrical Contractors, LTD
Fixture Take-Off

3/3

Job Name: Gallatin County Alternative School & Field House

Package: DELTA Electric

<u>Type</u>	<u>Manufacturer</u>
A2	Lithonia
A2F	Lithonia
A2E	Lithonia
A3	Lithonia
A3E	Lithonia
A3G	Lithonia
A3GE	Lithonia
B	Lithonia
D	Lithonia
ER	Lithonia
EW	Lithonia
G	Lithonia
H	Lithonia
J	Hydrel
K	Lithonia
KE	Lithonia
K2	Lithonia
K2E	Lithonia
K3	Lithonia
K3E	Lithonia
OL1	Lithonia
OL2	Lithonia
OL3	LSI
X1	Lithonia
X2	Lithonia
F1	Musco
F2	Musco
F3	Musco
F4	Musco
FP	Hydrel
OL4	Lithonia
OL5	Lithonia

Occ. Sensors Sensor Switch

RTA 1128

SECTION 004118 - LIGHTWEIGHT INSULATING CONCRETE SYSTEM MANUFACTURER'S CERTIFICATION**PART 1 GENERAL****1.01 LIGHTWEIGHT INSULATING CONCRETE SYSTEM MANUFACTURER'S CERTIFICATION**

This certification must be completed and submitted within 2 hours of the bid opening. Failure to submit this completed certification may be cause for rejection of the bidder's proposal.

Date Submitted: 11/14/2012

Name & Address of Lightweight Insulating Concrete Systems Manufacturer:

Cellular Concrete Solutions
7020 Snowdrift Rd
Allentown, PA 18106

Name & Address of Lightweight Insulating Concrete Systems Installer:

Technicrete Corporation
3195 Profit Drive
Fairfield, OH 43014

I certify that Technicrete Corporation (Name of Lightweight Insulating Concrete Installer) is an approved applicator of our lightweight insulating concrete systems, and upon completion of this project, providing all terms and conditions for the lightweight insulating concrete manufacturer's guarantee are met, we will provide a lightweight insulating concrete system that complies with, and will be a part of, the Special Project Full System Roof Warranty; single source, 20 year, No Dollar Limit (NDL) warranty as described in the roofing membrane specification.

Signed: Milt Gering Title: Senior Sales and Technical Engineer
(Lightweight Insulating Concrete Systems Manufacturer)

RTA 0914

SECTION 004125 - THERMOPLASTIC MEMBRANE ROOFING SYSTEM MANUFACTURER'S CERTIFICATION**PART 1 GENERAL****1.01 THERMOPLASTIC MEMBRANE ROOFING SYSTEM MANUFACTURER'S CERTIFICATION**

This certification must be completed and submitted as outlined in the Supplemental Instructions to Bidders. Failure to submit this completed certification may be cause for rejection of the bidder's proposal.

Date Submitted: AUG. 17th 2012

Name & Address of Roofing Systems Manufacturer:

SILVA SARNATHI, INC
100 DAN ROAD
CANTON, MA 02021

Name & Address of Roofing Systems Installer:

WM. KRAMER & SON, INC.
9171 HARRISON PIKE UNIT 12
CLEVELAND, OHIO 44102

I certify that WM. KRAMER & SON, INC. (Name of Roofing Installer) is an approved applicator of our roofing systems, and upon completion of this project, providing all terms and conditions for the manufacturer's guarantee are met, we will provide a no-dollar-limit 20-year manufacturer's guarantee for the roof.

Signed:

Greg R. Bush
(Roofing Systems Manufacturer)

Title: Technical Sales Representative

END OF SECTION

SECTION 004128 - SPRAYED-ON ACOUSTICAL INSULATION MANUFACTURER'S CERTIFICATION**PART 1 GENERAL****1.01 SPRAYED-ON ACOUSTICAL INSULATION MANUFACTURER'S CERTIFICATION**

This certification must be completed and submitted as outlined in the Supplemental Instructions to Bidders. Failure to submit this completed certification may be cause for rejection of the bidder's proposal.

Date Submitted: 11/15/12

Name & Address of Sprayed-On Acoustical Insulation Manufacturer:

International Cellulose Corporation
12315 Robin Boulevard
Houston, TX 77045

Name & Address of Sprayed-On Acoustical Insulation Installer:

Omni Fireproofing Co., Inc.
9305 Le Saint Drive
Fairfield, OH 45014

I certify that Omni Fireproofing Co. (Name of Sprayed-On Acoustical Insulation Installer)
is an approved applicator of our Sprayed-On Acoustical Insulation.

Signed:



(Sprayed-On Acoustical Insulation Manufacturer)

Title: Treasurer

END OF SECTION

SECTION 004135 - DECORATIVE FLAKE EPOXY FLOORING INSTALLER REFERENCE

PART 1 GENERAL

1.01 DECORATIVE FLAKE EPOXY FLOORING INSTALLER REFERENCE

This certification must be completed and submitted as outlined in the Supplemental Instructions to Bidders. Failure to submit this completed certification may be cause for rejection of the bidder's proposal.

Date Submitted:

11/15/2012

For and on behalf of the manufacturer:

Apex Building Company, LLC
P.O. Box 945
Milan, TN 38305

(Print or type name and address of decorative flake epoxy flooring manufacturing company)

I certify that Apex Building Co. (Print or type name of flooring subcontractor) has previously installed this product per our recommended installation instructions.

Provide a listing of at least four projects successfully completed, by this subcontractor, within the past year of similar size, scope and material as the project being bid.

Project Name	Architect Name & Phone Number	Owner Name & Phone Number
Carroll County Board of Education	N/A	Charlotte Tucker (731) 986-4482
Huntingdon Primary School	N/A	Mike Fitzgerald (731) 444-8967
Nashville MTA	N/A	Stan Jones (615) 346-0242
Baxter (Cleveland, MS)	N/A	Marcus Sheeran (662) 719-5204

Signed:

Michael D. SengierTitle: V.P. Flooring

END OF SECTION

SECTION 004138 - FINISH HARDWARE SUPPLIER'S CERTIFICATION

PART 1 GENERAL

1.01 FINISH HARDWARE SUPPLIER'S CERTIFICATION

This certification must be completed and submitted as outlined in the Supplemental Instructions to Bidders. Failure to submit this completed certification may be cause for rejection of the bidder's proposal.

Date Submitted:

11/16/2012

Name & Address of Finish Hardware Supplier:

The Atlas Companies
5101 Commerce Crossings Dr.
Louisville, KY 40229

I certify that J. Andrew Keith (print or type name of employee) is a current member of the Door and Hardware Institute (DHI), certified by DHI as an Architectural Hardware Consultant. I further certify that this person has fulfilled the educational experience requirements of the DHI's Continuing Education Program for Consultants and is authorized by DHI to use the Official Seal.

All hardware for this project shall be scheduled and furnished by or under direct supervision of the person listed above, who is also a full-time employee of the firm listed above.

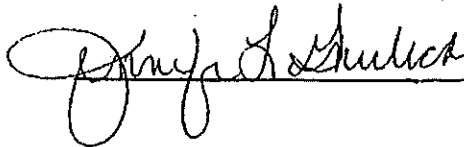
DHI Membership Number

03420

DHI Official Seal Valid Through

September 2015 (Date)

Signed:



Title:

Est. Mgr.

END OF SECTION

(copy of seal
attached)

TM

DOOR AND HARDWARE INSTITUTE

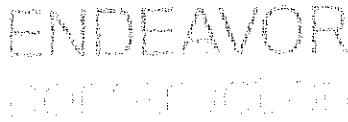
J. ANDREW KEITH, AHC/CDC

No. 03420

VALID THRU

SEPTEMBER 2015

CERTIFIED ARCHITECTURAL
HARDWARE CONSULTANT



Mr. John Gilbert
Ross Tarrant Architects
101 Old Lafayette Avenue
Lexington, Kentucky 40502

John,

1. We have confirmed with Greg Bush of Sika Sarnafil that Cellular Concrete LLC is the lightweight concrete and is acceptable as part of the Sarnafil warranty
2. The Manufacturer / Supplier list incorrectly lists Celcore as lightweight concrete material. The correct material is Cellular Concrete. See item 1.
3. The rammed aggregate piers will be installed by Subsurface Constructors, LLC.
4. The Manufacturer / Supplier list should read "Draper" in lieu of "Drapper" and "Stanley" in lieu of "Stanely".
5. References for Omni Fireproofing attached hereto.
6. n/a
7. Data installer will be Structured Cabling, a subcontractor of Delta Electric.
8. Please remove the "ADS In-Line Drain" as a unit price from the contract.
9. Joe Calvert will be the hardware inspector

Cordially,

Nathan Beiersdorfer
CFO



rosstarrant architects

architecture · civil engineering · landscape architecture · interior design

November 16, 2012

Nathan Beiersdorfer
Endeavor Construction
977 State Route 28
Milford Ohio 45150

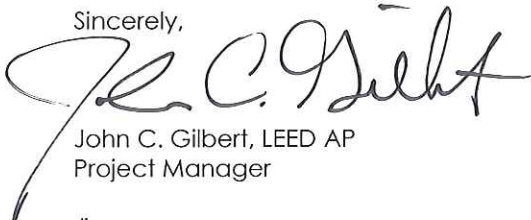
Re: Gallatin County Alternative School & Field House
Gallatin County, Kentucky
BG 12-133
RTA 0914

Dear Mr. Beiersdorfer:

Please respond to the following on company letterhead to items affecting contractual changes.

1. Please confirm if the certification of the lightweight concrete of Cellular Concrete, LLC is correct. It is different than the manufacturer listing showing Celcore. The lightweight must be approved by Samafil.
2. Please verify that the manufacturer listing is incorrect and Celcore needs to change to Cellular Concrete, LLC.
3. Please confirm who the subcontractor for Lanigan or Endeavor is for the Rammed aggregate piers.
4. Please confirm "Stanely" is actually "Stanley" and "Draper" is actually "Draper".
5. Please provide references for Omni Fireproofing for our review.
6. As of this letter I had not heard from consultants on any unit pricing changes other than one. I will send as a separate request if I receive any additional comments.
7. Please provide the technology and data installer for Delta. Delta is listed as the technology subcontractor and we understand they would typical subcontract this out. We request to know who is providing these services.
8. The one unit price in question is \$12.00/ea for the ADS in-line drain. Please adjust or request it be removed from the listings.
9. Please note the hardware inspector needs to not be affiliated with the manufacturer supplier on the job and must be an independent inspector as outlined in the specifications. Please revise the inspector per the specifications.

Sincerely,

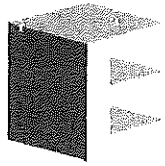


John C. Gilbert, LEED AP
Project Manager

/jcg

Enclosures

c: Ronald E. Murrell, Jr., AIA, LEED AP BD+C
File 0914-1C
LT121116bidrequest11-0914



ENDEAVOR
construction

November 20, 2012

Mr. John Gilbert
Ross Tarrant Architects
101 Old Lafayette Avenue
Lexington, Kentucky 40502

Re: Gallatin County Alternative School & Fieldhouse

John,

This letter is to confirm that Acoustitherm's subcontractors are correct as identified in your email dated 11/19/12 and as listed below:

1. Geothermal Drilling: Butcher Services and Excavating
2. Temp Controls: ECT
3. Insulation: Priority Insulation
4. Sheet Metal: Metal Airways
5. Balancing: American Air Balance

Feel free to contact the writer with questions.

Cordially,

Stephanie Beiersdorfer



rosstarrant architects

architecture · civil engineering · landscape architecture · interior design

November 19, 2012

Nathan Beiersdorfer
Endeavor Construction
977 State Route 28
Milford Ohio 45150

Re: Gallatin County Alternative School & Field House
Gallatin County, Kentucky
BG 12-133
RTA 0914

Dear Mr. Beiersdorfer:

Please respond to the first item on company letterhead to items affecting contractual changes.

1. Please confirm the following are correct adjustments and clarifications to the subcontractor listings as discussed in various email and phone conversations. Mechanical and geothermal subcontractors that will be subcontractors to Acoustitherm.
 - a. Geothermal Drilling: Butcher Services and Excavating
 - b. Temp Controls: ECT
 - c. Insulation: Priority Insulation
 - d. Sheet Metal: Metal Airways
 - e. Balancing: American Air Balance
2. As a follow up from the last request (item 6) we have no more unit pricing adjustments for your information.

Sincerely,



John C. Gilbert, LEED AP
Project Manager

/jcg

Enclosures None

c: Ronald E. Murrell, Jr., AIA, LEED AP BD+C
File 0914-1C
LT121119bidrequest12-0914

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 United Heartland Insurance Agencies 185 North Brookwood Avenue Hamilton, OH 45013		CONTACT NAME: Maureen Wolf PHONE (A/C, No, Ext): (513)896-5555 FAX (A/C, No): (513)896-5525 E-MAIL ADDRESS:	
INSURED Endeavor Construction LTD 977 State Rte 28 Milford, Oh 45150		INSURER(S) AFFORDING COVERAGE INSURER A: Netherlands Insurance Co INSURER B: Midwestern Indemnity Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2012

REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CBP8603327	02/12/2012	02/12/2013	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 100,000
							MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ 2,000,000
A	AUTOMOBILE LIABILITY			BA8602301	02/12/2012	02/12/2013	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> \$50 ded Cd	<input checked="" type="checkbox"/> \$250 ded Cd					
							BODILY INJURY (Per person)
							\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
B	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	CU8604627	02/12/2012	02/12/2013	EACH OCCURRENCE
	EXCESS LIAB		CLAIMS-MADE				\$ 5,000,000
	DED		RETENTION \$				AGGREGATE
							\$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CBP8603327	02/12/2012	02/12/2013	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				<input checked="" type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE
							\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$ 1,000,000
A	Contractor's Rented Equipment			CBP8603327	02/12/2012	02/12/2013	\$500,000
							Blanket

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Gallatin County Board of Education, RossTarrant Architects and their consultants have been added as additional insureds subject to General Liability form 22-45 (12-02).

CERTIFICATE HOLDER

CANCELLATION

Gallatin County Board of Education 75 Boardwalk Warsaw, KY 41095	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 Maureen Wolf

Ohio Farmers Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 6093498

Conforms to Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Endeavor Construction LTD

977 State Route 28

Milford, Ohio 45150

OWNER:

(Name, legal status and address)

Gallatin County Board of Education

75 Boardwalk

Warsaw, KY 41095

CONSTRUCTION CONTRACT

Date: December 5, 2012

Amount: \$3,493,000.00

Description:

(Name and location)

Gallatin County Alternative School & Field House

Gallatin County, Kentucky BG 12-133, RTA 0914

BOND

Date: December 5, 2012

(Not earlier than Construction Contract Date)

Amount: \$3,493,000.00

Modifications to this Bond:



None



See Section 16

CONTRACTOR AS PRINCIPAL

Company: Endeavor Construction, LTD

(Corporate Seal)

SURETY

Company: Ohio Farmers Insurance Company

(Corporate Seal)

Signature:

Name David M. Beiersdorfer

Signature:

Name Stephan C. Sullivan

and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

and Title:

Attorney-in-fact

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

United Heartland Insurance Agencies

185 N Brookwood Ave

Hamilton, Ohio 45013

513-896-5555

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

See attached KDE Amendment

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____
Name and Title: _____
Address _____
(Corporate Seal)

SURETY

Company: _____
Signature: _____
Name and Title: _____
Address _____
(Corporate Seal)

KENTUCKY DEPARTMENT OF EDUCATION
DIVISION OF FACILITIES MANAGEMENT
AMENDMENT TO
PERFORMANCE BOND/PAYMENT BOND
AIA A312-1984

702 KAR 4:160

Add to each document under this heading:

Modifications to these bonds are as follows:

- 1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky and listed in and written within the terms and limits established by 58 Federal Register, p 35778, 1993
- 2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included
- 3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law
- 4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

Ohio Farmers Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 6093498

Conforms to Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Endeavor Construction LTD

977 State Route 28

Milford, Ohio 45150

OWNER:

(Name, legal status and address)

Gallatin County Board of Education

75 Boardwalk

Warsaw, KY 41095

SURETY:

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company

1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

CONSTRUCTION CONTRACT

Date: December 5, 2012

Amount: \$3,493,000.00

Description:

(Name and location) Gallatin County Alternative School & Field House
Gallatin County, Kentucky BG 12-133, RTA 0914

BOND

Date: December 5, 2012

(Not earlier than Construction Contract Date)

Amount: \$3,493,000.00

Modifications to this Bond:

☐ None

☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company: Endeavor Construction, LTD

(Corporate Seal)

SURETY

Company: Ohio Farmers Insurance Company

(Corporate Seal)

Signature:

Name David M. Beiersdorfer

and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

United Heartland Insurance Agencies

185 N Brookwood Ave

Hamilton, Ohio 45013

513-896-5555

Signature:

Name Stephan C. Sullivan

and Title: Attorney-in-fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

See attached KDE Amendment

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address _____

SURETY

Company: _____
(Corporate Seal)
Signature: _____
Name and Title: _____
Address _____

KENTUCKY DEPARTMENT OF EDUCATION
DIVISION OF FACILITIES MANAGEMENT
AMENDMENT TO
PERFORMANCE BOND/PAYMENT BOND
AIA A312-1984

702 KAR 4:160

Add to each document under this heading:

Modifications to these bonds are as follows:

- 1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky and listed in and written within the terms and limits established by 58 Federal Register, p 35778, 1993
- 2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included
- 3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law
- 4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/14/09, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3404522 03

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
STEPHAN C. SULLIVAN, ROBERT B. WILE, SUSAN A. FLEISHER, TERRY L. WEEKLEY, WILLIAM C. MENSE, JOHN S. MENSE, JAMES J. MENSE, JOHN C. DODSWORTH, MAUREEN WOLF, GARY MILLER, LASHAWNA CARDWELL, RAYE LYNN MONEY, JASON M. CRANK, JOINTLY OR SEVERALLY

of HAMILTON and State of OH 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 14th day of APRIL A.D., 2009.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaid, Jr.

By: Richard L. Kinnaid, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 14th day of APRIL A.D., 2009, before me personally came Richard L. Kinnaid, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of

December 2012 A.D.,



Frank A. Carrino
Frank A. Carrino, Secretary



LOUIE B. NUNN, GOVERNOR
DEPARTMENT OF INSURANCE
OLD CAPITOL ANNEX
FRANKFORT, KENTUCKY 40601

COPY

CERTIFICATE OF AUTHORITY

WHEREAS, Satisfactory evidence has been furnished to me, showing that

Ohio Farmers Insurance Company
organized in the State of Ohio and having its
principal office at LaRoy, Ohio
is in sound and solvent condition, and has fully complied with all the provisions
of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto.
Now, therefore, as Commissioner of Insurance of the Commonwealth of Kentucky, in
pursuance of the authority vested in me by the laws of this Commonwealth, I do
hereby authorize the said insurance company to transact the business of

Multiple Line Insurance
in this Commonwealth for the period beginning on the date first above written and
to continue in force as long as the insurer is entitled thereto, under this Code,
and until suspension or revocation by the Commissioner, or termination at the
insurer's request.


COMMISSIONER OF INSURANCE

This Certificate of Authority shall, at all times, be
the property of the State of Kentucky, and upon any
expiration, suspension, revocation, or termination
thereof, the insurer shall promptly deliver this
Certificate to the Commissioner.

Certificate No. 34-0438190 Date 7/1/70

**Financial
Statement**

Ohio Farmers Insurance Co.

December 31, 2011

Westfield Center, Ohio 44251-5001

(in thousands)

ASSETS	
Cash, cash equivalents, and short term investments	28,235
Bonds	310,412
Stocks, unaffiliated	120,092
Stocks, affiliated	1,176,569
Real estate	60,659
Agents' balances and uncollected premiums, net	102,860
Interest and dividends accrued	4,247
Other admitted and intangible assets	112,497
Total admitted assets	1,915,580
LIABILITIES	
Reserve for unearned premiums	140,707
Reserve for unpaid losses and loss expenses	267,925
Reserve for taxes and other liabilities	125,238
Total liabilities	533,870
SURPLUS	
Capital stock	0
Other than special surplus funds	5,115
Surplus	1,366,595
Total surplus	1,371,710
Total liabilities and surplus	1,915,580

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Kentucky and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2011.

Attest:

Frank A. Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations

Sworn to before me this 8th day of February A.D. 2012.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

William J. Kahelin

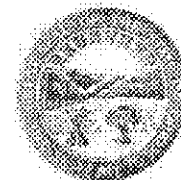
William J. Kahelin
Attorney at Law
Notary Public - State of Ohio 010 5402 B



Office of Financial
Regulation Services
50 West Town Street
Third Floor, Suite 300
Columbus, Ohio 43215
(614) 644-2358
Fax: (614) 644-3258
www.ohioinsurance.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued 06/19/12
Effective 07/01/12
Expires 06/30/13

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability Other
Commercial Auto - No Fault
Commercial Auto - Phys. Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine

Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew - State Seasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - No Fault
Private Passenger Auto-Liability Other
Private Passenger-Phys Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2011 that it has admitted assets in the amount of \$1,915,579,522, liabilities in the amount of \$553,869,272, and surplus of at least \$1,361,710,250.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor

Lt. Governor/Director

