



ORD. 102-16

CITY OF MEDINA  
CONTRACT

PROJECT NAME: Memorial Park Pool Rehabilitation

PROJECT NO.: 991

THIS AGREEMENT, made and entered into this 13 day of July, 2016, by and between the City of Medina, (hereinafter "City") and Astro Pool Corporation, located at 2710 Crider Rd City of Mansfield, County of Richland, and the State of Ohio, (hereinafter "Contractor".)

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the City for the consideration herein written and contained in the proposal and other penalty expressed in a bond therein contained, to install at Contractor's own proper cost and expense, all the necessary labor, superintendence, tools, materials and equipment of every description, and to carry out and complete to a good, firm and workmanlike manner the design, construction, testing, completion, supervision of startup to complete delivery to the City for the completion and/or startup of:

Memorial Park Pool Rehabilitation

all as herein specified or required for the completion of Project Number 991 all in accordance with the plans on file in the office of the City Engineer, also in accordance with the Specifications for this Contract as herein set forth, and all the contract documents, subject to such changes as may be made, from time to time, in accordance with the provisions therein, and also in full accord and compliance with the following:

Article 1: The Contractor agrees to begin work and prosecute the same with reasonable speed and diligence so as to insure the completion of the work of the Contract in accordance with the date stipulated in the proposal and to the satisfaction of the City.

Article 2: The City agrees to pay, and the Contractor agrees to accept as full compensation for all work done, for all labor and equipment furnished, for all costs and expenses incurred, furnished or suffered, in the full and complete performance of all acts and requirements incidental and necessary for the completion of the work of this Contract in accordance with the terms, conditions and provisions thereof, except EXTRA WORK, which shall be paid for under subsidiary agreement executed as provided in the specifications and except as may otherwise in this Contract be specifically provided, a sum equal to the following:

\$ 561,339.00 (Five Hundred Sixty One Thousand Three Hundred Thirty Nine and 00/100 Dollars)

Article 3: If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract according to the true intent and meaning thereof, then the City may avail itself of any or all remedies provided for in the Contract, and/or by law shall have the right and power to proceed in accordance with the provisions thereof.

Article 4: It is hereby agreed by the parties to this Contract that the provisions contained in the "Legal Notice", in "Information for and Instruction to Bidders", in the "Proposal" in the "Specifications", in the "Bond", in the "Contract Plans", as well as the supplementary documentation appended hereto, shall constitute integral parts of the Agreement and collectively that they shall comprise and be known as "the Contract."

Article 5: The specifications under which the work embraced in this Contract shall be performed include the Legal Notice, Information for the Instructions to Bidders, Proposal Affidavit, Contract, Contract Bond, General Conditions, Special Conditions and Detailed Specifications.

Name and Address of each person, firm or company interested in the Contract:

\_\_\_\_\_  
Astro Pool Corporation  
\_\_\_\_\_  
2710 Crider Rd.  
\_\_\_\_\_  
Mansfield, OH 44903  
\_\_\_\_\_

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first mentioned above.

THE CITY OF MEDINA, OHIO

By: \_\_\_\_\_  
  
Dennis Hanwell 8-12-16  
Mayor, City of Medina, Ohio  
132 N. Elmwood Avenue, P.O. Box 703  
Medina, Ohio 44258  
Pho. #(330)725-8861; Fax #(330)722-9045

Attest #1 to Mayor's Signature:  
Signature: \_\_\_\_\_  
  
Name (please print or type): \_\_\_\_\_  
Dawn Conwill  
Dated August 12, 2016

Attest #2 to Mayor's Signature:  
Signature: \_\_\_\_\_  
  
Name (please print or type): \_\_\_\_\_  
BARBARA GAISER  
Dated AUGUST 12, 2016

CONTRACTOR: ASTRO POOL Co INC

Address: 2710 CRIDER Rd

City, State, Zip: MANSFIELD Ohio 44903

Phone #: 419-756-2444 Fax #: 419-756-1790

Authorized Signature: *[Signature]*

Name (please print or type): MICHAEL G TRUAX

Title: President

Dated 8/5, 20 16

Witness #1 to Contractor Signature:

Signature: *[Signature]*

Name (please print or type): STEVE TRUAX

Dated 8/5, 20 16

Witness #1 to Contractor Signature:

Signature: *[Signature]*

Name (please print or type): JUDY LAUBENTHAL

Dated 8/5, 20 16

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act in behalf of the corporation.)

(To be executed in triplicate)

Correct as to Form:

Gregory Huber  
Law Director, City of Medina  
132 N. Elmwood Avenue  
P.O. Box 703  
Medina, Ohio 44258



CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the money, viz.: \$ 561,339.00 (Five Hundred Sixty One Thousand Three Hundred Thirty Nine and 00/100 Dollars) for the contact herein described is in the treasury of the City of Medina, and placed to the credit of the proper fund (Account # \_\_\_\_\_) and not appropriated for any other purposes.

Purchase Order # 2016- 1446

Dated 8/11, 20 16

Signed Keith Dirham

Keith Dirham  
Finance Director, City of Medina, Ohio

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CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have examined the Contract herein and the form and correctness thereof are approved.

Dated 8/11/16, 20

Signed Greg Huber

Greg Huber  
Law Director, City of Medina, Ohio

BID FORM

BIDDER: Astro Pool Co. Inc.

MEMORIAL PARK POOL REHABILITATION  
CITY OF MEDINA, OHIO

In compliance with the Drawings and Project Manual, the undersigned Bidder hereby proposes to furnish all materials and perform all work necessary for the construction of the aforementioned project, in strict accordance with the Contract Documents for the Village of Plain City, Ohio as prepared by Brandstetter Carroll Inc., and within the time set forth, and at the sum of money enumerated below.

By submission of this BID, each Bidder certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

**BIDDER hereby agrees to achieve Substantial Completion of their Work by June 1, 2017.** BIDDER further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as provided in the Supplementary Conditions if Work is not completed by said date.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following prices (Bidder to mark N/A for portions of Bid Form that do not apply to their respective bid):

**1a. GENERAL TRADES CONTRACT**

The General Trades Contract shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

\_\_\_\_\_  
\_\_\_\_\_  
(Written Amount)

\$ \_\_\_\_\_  
(Numerals)

B. MATERIAL

\_\_\_\_\_  
\_\_\_\_\_  
(Written Amount)

\$ \_\_\_\_\_  
(Numerals)

C. SUBTOTAL LABOR & MATERIAL

\_\_\_\_\_  
\_\_\_\_\_  
(Written Amount) \$ \_\_\_\_\_  
(Numerals)

D. GRAND TOTAL

\_\_\_\_\_  
\_\_\_\_\_  
(Written Amount) \$ \_\_\_\_\_  
(Numerals)

**1b. GENERAL TRADES CONTRACT ALTERNATES**

The General Trades Contract will be awarded based on the review of the Grand Total submitted above in the "Contract Amount" not the value of the Alternates. Alternates will be decided by the Owner during the preparation of the Contract and as outlined in Section 012300 of the Project Manual. BIDDER to provide an amount to be ADDED or DEDUCTED from the GRAND TOTAL amount above.

A. ALTERNATE 1 – Provide new lavs, water closets, urinal, and toilet partitions:

ADD \_\_\_\_\_ \$ \_\_\_\_\_  
(Written Amount) (Numerals)

B. ALTERNATE 2 – Replace entire Pool Concrete Deck:

ADD \_\_\_\_\_ \$ \_\_\_\_\_  
(Written Amount) (Numerals)

(END OF GENERAL TRADES CONTRACT ALTERNATES)

**2a. POOL CONTRACT**

The Pool Contract shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

Two hundred fifty two thousand six hundred  
\_\_\_\_\_  
and two dollars fifty five cents \$ 252,602.55  
(Written Amount) (Numerals)

B. MATERIAL

Three hundred eight thousand seven  
hundred thirty six dollars forty five cents      \$ 308,736.45  
(Written Amount)      (Numerals)

C. SUBTOTAL LABOR & MATERIAL

Five hundred sixty one thousand three  
hundred thirty nine dollars      \$ 561,339.00  
(Written Amount)      (Numerals)

D. GRAND TOTAL

Five hundred sixty one thousand three  
hundred thirty nine dollars      \$ 561,339.00  
(Written Amount)      (Numerals)

3. **COMBINED CONTRACT**

Bidders may submit a Combined Bid for any combination of the above Bid Packages. If submitting a Combined Bid, the Bidder Shall:

- Provide a single stipulated sum for the Combined Contract below – Mark N/A for individual prime contract totals.
- Provide a bid for ALL Alternates for General Trades Contract.
- Provide a bid for ALL Unit Prices for both General Trades and Pool Contract.

The undersigned affirms the Owner's right to accept or reject any or all Combined Bids.

The "Combined Contract" shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

\_\_\_\_\_  
\_\_\_\_\_  
(Written Amount)      \$ \_\_\_\_\_  
(Numerals)

B. MATERIAL

\_\_\_\_\_  
\_\_\_\_\_  
(Written Amount)      \$ \_\_\_\_\_  
(Numerals)

C. SUBTOTAL LABOR & MATERIAL

\_\_\_\_\_  
\_\_\_\_\_  
(Written Amount)      \$ \_\_\_\_\_  
(Numerals)

D. GRAND TOTAL

	\$ _____
(Written Amount)	(Numerals)

**4. UNIT PRICES**

For the purpose of Change Orders, both additive and deductive, ALL contractors shall bid the following unit prices for labor, material, overhead and profit, and other costs. These values shall be represented as furnished and installed. These unit prices will be utilized in the preparation of Change Order costs:

Engineered Fill (#57 Stone) - Placed and compacted	\$ <u>108.00</u> /cu. yd.
4" Concrete Slab, including base, as detailed	\$ <u>5.50</u> /sq. ft.

**5. SIGNATURE AND ACKNOWLEDGEMENT**

By signing and submitting this bid form, the contractor acknowledges his ability and willingness to execute a contract with the City of Medina to perform all work necessary to complete this project in accordance with all the contract documents included herein should this bid be awarded to him/her by the Board of Control of the City of Medina.

Please be advised that for a Bid to be accepted for consideration by the City of Medina, the following items MUST be completed and submitted:

1. A Financial Guarantee (certified check or cashier's check, or bid bond) in the amount of ten percent (10%) of the amount bid.
2. The Non-Collusion Agreement (included within the Project Specifications in Section 8: BID DOCUMENTS – the yellow sheets).
3. Contractor Experience Record (included within the Project Specifications in Section 8: BID DOCUMENTS – the yellow sheets).
4. This Official Bid Form, fully completed and signed.

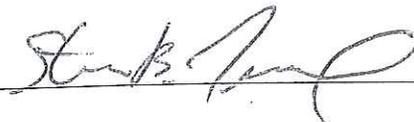
**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Bidder must select and mark either #1 or #2 below)

#1) Steve Truax, \_\_\_\_\_ I have received and reviewed the following Addenda (include numbers of all addenda received):

Addendum #1  
\_\_\_\_\_

#2) \_\_\_\_\_ No addendum received for this project bid

Authorized Signature: 

Name (print): Steve Truax

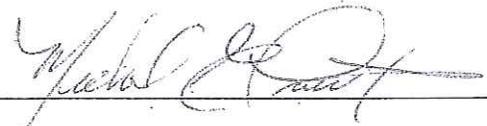
The City of Medina reserves the right to reject any and all bids and to waive any informalities or irregularities in the bid. The City of Medina reserves the right to award the contract to the Contractor submitting the lowest and best base bid, not including alternate bids.

SIGNATURE BLOCK

NAME OF BIDDER: Astro Pool Co. Inc.

ADDRESS (LINE 1): 2710 Crider Rd

ADDRESS (LINE 2): Mansfield, Ohio 44903

AUTHORIZED SIGNATURE: 

NAME (PRINT): Mike G. Truax

TITLE: President

PHONE #: 419-756-2444

EMAIL: struax@astropoolco.com

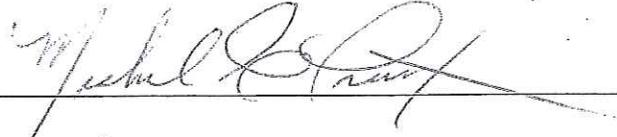
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY**  
**BIDDER AND SUBMITTED WITH BID**  
(Please print or type)

STATE OF Ohio )  
 ) ss:  
COUNTY OF: Richland )

I, (NAME) Mike G. Truax, being first duly sworn, deposes and says that he or she is (TITLE) President of

(COMPANY/FIRM) Astro Pool Co. Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER (COMPANY/FIRM): Astro Pool Co. Inc.

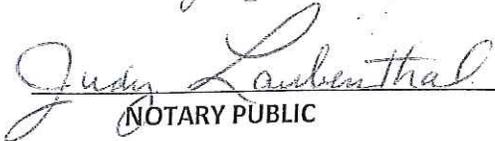
SIGNED: 

BY (NAME): Mike G. Truax

TITLE: President

ADDRESS: 2710 Crider Rd  
Mansfield, Ohio 44903

Subscribed and sworn before me this 8<sup>th</sup> day of July, 20016.

  
NOTARY PUBLIC

Notary Public in and for the State of Ohio

My commission expires: 9<sup>th</sup> January 2017

CITY OF MEDINA  
DISCLOSURE OF PERSONAL PROPERTY TAXES  
AFFIDAVIT - R.C. SECTION 5719.042

STATE OF OHIO            )  
  )  
COUNTY OF MEDINA        )

The undersigned, being first duly cautioned and sworn, says that

1. He/She is the President of Astro Pool Co Inc who made a bid for an improvement project or for the purchase of services and supplies for the City of Medina, Ohio, involving the competitive bid process;
2. He/She is familiar with R.C. Section 5719.042 and that he/she submits to the City Finance Director as the Taxing District fiscal Officer this statement under oath, that as the person with whom the municipal contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district known as the City of Medina has territory or that such person was charged with delinquent personal property taxes on any such tax list.

*(Strike out if not applicable)* This statement sets forth in full the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon as specified by R.C. Section 5719.042 by Exhibit "A" which is attached hereto and made part of this Affidavit.

3. If this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall, with the permission of the taxpayer, which is hereby given, be transmitted by the Finance Director of the City of Medina to the County Treasurer within thirty (30) days of the date of this statement is submitted.
4. A copy of the statement shall also be incorporated into the contract between the City of Medina and the undersigned, and no payment shall be made with respect to any contract to which R.C. Section 5719.042 applies unless such statement has been so incorporated as part thereof.

Astro Pool Co Inc  
Company Name

\_\_\_\_\_  
Name of Signer

MICHAEL G TRUAX  
Print Name

President  
Title

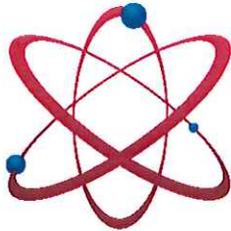
SWORN TO before me and subscribed in my presence this 5 day of August, 2016.

Judy Loubenthal  
NOTARY PUBLIC 9th January 2017

(NOTE: R.C. Section 5719.042 requires this disclosure to be submitted after the award but before the execution of a contract let by competitive bid. A copy of the statement must be incorporated into the contract; if not, no payment can be made.

If taxes are delinquent, the fiscal officer must forward a copy of the disclosure to the County Treasurer within thirty (30) days of submission.)

THIS AFFIDAVIT MUST BE PROPERLY SIGNED, NOTARIZED AND ATTACHED TO THE CONTRACT BEFORE ANY PAYMENT CAN BE MADE.



# ASTRO POOL COMPANY, INC.

COMMERCIAL POOL CONSTRUCTION SINCE 1972

CONSULTANTS ♦ CONTRACTORS ♦ RENOVATORS

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## BOARD OF DIRECTOR'S RESOLUTION APPROVING PROPOSED CONTRACT

Pursuant to the Ohio Revised Code Section 1701.54, and in lieu of the meeting of the Board of Directors of Astro Pool Company Inc. for such purposes, the undersigned, being all of the Directors of the Corporation entitled to notice of such meeting, do hereby waive notice of such meeting and hereby take and authorize by unanimous written consent, the following actions:

WHEREAS, the President of the Astro Pool Company Inc. has submitted to the Board of Directors a proposed contact between this Corporation and the City of Medina, Ohio, dated July 13, 2016 for the Memorial Park Pool Rehabilitation, Project No. 991.

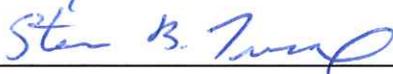
And WHEREAS, the Board of Directors has reviewed and discussed among themselves the above-described proposed contract, it is

RESOLVED, That the above-described contact is hereby approved by the Board of Directors and the President of the Corporation is hereby authorized to enter into the said contract with the City of Medina, in the name of and in behalf of this Corporation.

RESOLVED FURTHER, that the foregoing resolutions are in conformity with the Articles of Incorporation and by laws of the Corporation, and are within the Corporation's organizational powers.

BOARD OF DIRECTORS:

  
\_\_\_\_\_  
Michael G. Truax

  
\_\_\_\_\_  
Steven B. Truax

  
\_\_\_\_\_  
Charles Truax

  
\_\_\_\_\_  
Michael A. Truax

The undersigned Steven B. Truax, certifies that I am the duly appointed Secretary of Astro Pool Co. Inc., and that the above is a true and correct copy of a resolution duly adopted according to law by the Directors thereof, convened and held in accordance with the law and the Bylaws of said Corporation on the August 5, 2016 and that such resolution is now in full force and effect.

IN WITNESS THEREOF, I have affixed my name as Secretary of Astro Pool Company Inc.

Dated this, August 5, 2016

A handwritten signature in blue ink, appearing to read "Steven B. Truax", is written over a horizontal line.

Steven B. Truax  
Corporate Secretary



**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

LAST NAME <i>TRUAX</i>		FIRST NAME <i>MICHAEL</i>		MI <i>G</i>
BUSINESS/ORGANIZATION NAME <i>ASTRO POOL COMPANY INC</i>			PHONE <i>419-756-2444</i>	
BUSINESS ADDRESS <i>2710 CRIDER RD</i>				
CITY <i>MADESFIELD</i>	STATE <i>OHIO</i>	ZIP <i>44903</i>	COUNTY <i>RICHLAND</i>	

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

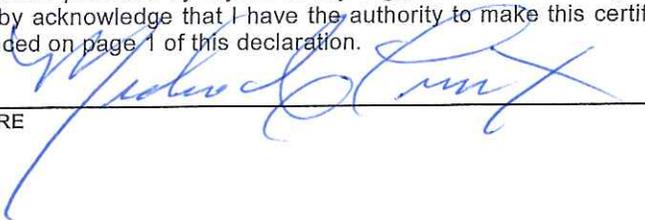
- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X  
APPLICANT SIGNATURE



8/5/16  
DATE





**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
**476643-0**

**ASTRO POOL COMPANY INC  
2710 CRIDER RD  
MANSFIELD, OH 44903-8721**

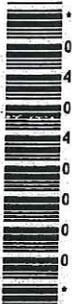


Period specified below  
**07/01/2016 through  
06/30/2017**

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by:

*Sarah J. ...*  
Acting Administrator/CEO

You can reproduce this certificate as needed.



**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation

**List of Proposed Subcontractors**

**Martin Painting & Coating Co.  
Department L-1720  
Columbus, Ohio 43260-1720**

Bond No. 4398079

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Astro Pool Company, Inc.  
2710 Crider Road  
Mansfield, OH 44903

**SURETY:**

*(Name, legal status and principal place of business)*

Ohio Farmers Insurance Company  
4125 Highlander Parkway, Ste. 400  
Richfield, OH 44286  
Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Medina  
132 North Elmwood Ave.  
Medina, OH 44256

**CONSTRUCTION CONTRACT**

Date:

Amount: \$ 561,339.00

Five Hundred Sixty One Thousand Three Hundred Thirty Nine Dollars and 00/100

Description:

*(Name and location)*

Memorial Park Pool Rehabilitation - City of Medina - Job #991

**BOND**

Date: August 4, 2016

*(Not earlier than Construction Contract Date)*

Amount: \$ 561,339.00

Five Hundred Sixty One Thousand Three Hundred Thirty Nine Dollars and 00/100

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

Astro Pool Company, Inc.

Signature: \_\_\_\_\_

Name: MIKE TRUAL  
and Title: PRESIDENT

**SURETY**

Company:

*(Corporate Seal)*

Ohio Farmers Insurance Company

Signature: \_\_\_\_\_

Name: Kathy Van Tassel  
and Title: Attorney-in-Fact



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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Dawson Insurance  
1340 Depot Street  
Cleveland, OH 44116  
440-333-9000

**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:

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

Bond No. 4398079

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

Astro Pool Company, Inc.  
2710 Crider Road  
Mansfield, OH 44903

**SURETY:**

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company  
4125 Highlander Parkway, Ste. 400  
Richfield, OH 44286  
Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Medina  
132 North Elmwood Ave.  
Medina, OH 44256

**CONSTRUCTION CONTRACT**

Date:

Amount: \$561,339.00

Five Hundred Sixty One Thousand Three Hundred Thirty Nine Dollars and 00/100

Description:

(Name and location)

Memorial Park Pool Rehabilitation - City of Medina - Job #991

**BOND**

Date: August 4, 2016

(Not earlier than Construction Contract Date)

Amount: \$561,339.00

Five Hundred Sixty One Thousand Three Hundred Thirty Nine Dollars and 00/100

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

(Corporate Seal)

Astro Pool Company, Inc.

Signature:

Name and Title:

MIKE TRUAX  
PRESIDENT

**SURETY**

Company:

(Corporate Seal)

Ohio Farmers Insurance Company

Signature:

Name

and Title:

Kathy Van Tassel

Attorney-in-Fact



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

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Dawson Insurance  
1340 Depot Street  
Cleveland, OH 44116  
440-333-9000

**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:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

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 their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Kathy Van Tassel of Cleveland and State of OH their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver the following surety bond:

Surety Bond Number: 4398079  
Principal: Astro Pool Company, Inc.  
Obligee: City of Medina

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 cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 1<sup>st</sup> day of April, A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio  
County of Medina ss.:

On this 1<sup>st</sup> day of April, A.D., 2014, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



By:   
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the 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 Board 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 seal of said Company at Westfield Center, Ohio, this 4<sup>th</sup> day of August, A.D., 2016.



By:   
Frank Carrino, Secretary

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

### Certificate of Compliance



Issued 06/29/2016

Effective 07/01/2016

Expires 06/30/2017

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

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$2,701,072,489, liabilities in the amount of \$703,930,939, and surplus of at least \$1,997,141,550.

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*



**Financial  
Statement**

December 31, 2015

**Ohio Farmers Insurance Co.**

Westfield Center, Ohio 44251-5001

**OHIO FARMERS INSURANCE COMPANY**

**BALANCE SHEET**

**December 31, 2015**

(in thousands)

Cash, cash equivalents, and short term investments	34,115
Bonds	441,746
Stocks	1,895,260
Real estate	59,350
Agents' balances and uncollected premiums, net	119,814
Other admitted assets	<u>150,788</u>
Total admitted assets	<u>2,701,073</u>
Reserve for unearned premiums	164,212
Reserve for unpaid losses and loss expenses	293,709
Reserve for taxes and other liabilities	<u>246,010</u>
Total liabilities	703,931
Capital stock	0
Surplus	<u>1,997,142</u>
Total surplus	1,997,142
Total liabilities and surplus	<u>2,701,073</u>

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 Ohio..... 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, 2015.

Attest:

*Frank Carrino*

Frank A. Carrino  
Group Legal Leader, Secretary

*Dennis P. Baus*

Dennis P. Baus  
National Surety Leader  
Surety Operations



Sworn to before me this 10<sup>th</sup> day of February A.D. 2016.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

*David A. Kotnik*

David A. Kotnik  
Attorney at Law  
Notary Public - State of Ohio



BD5402 B