

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BUEHRER GROUP ARCHITECTURE & ENGINEERING, INC.
ARCHITECT

By: [Signature]

Title: Treasurer

Date: 4/16/02, 2002

GRAND VALLEY LOCAL SCHOOL DISTRICT, OHIO
SCHOOL DISTRICT BOARD

By: [Signature]

Title: President
("President")

Date: 4/22/02, 2002

By: [Signature]

Title: Treasurer
("Treasurer")

Date: 4/22/02, 2002

Approval pursuant to Section 3318.091, ORC:
OHIO SCHOOL FACILITIES COMMISSION
("Commission")

By: _____
Randall A. Fischer
Executive Director

Date: _____, 2002

CERTIFICATE OF FUNDS

(Section 5705.41, O.R.C.)

In the matter of: BUEHRER GROUP ARCHITECTURE &
ENGINEERING, INC. (Architect)

IT IS HEREBY CERTIFIED that moneys required to meet the obligations of the Board of Education of the Grand Valley Local School District under the above-referenced Agreement have been lawfully appropriated for such purposes and are in the treasury of the School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

GRAND VALLEY LOCAL SCHOOL DISTRICT

By: _____

G. Mault
TREASURER

Dated: _____

7/28/08

Appendix A

*POLICY ON
MINIMUM PHASE SUBMISSION REQUIREMENTS*

ELEMENTS OF SCHEMATIC DESIGN DOCUMENTS

ARCHITECTURAL

- Single-line drawings showing complete building layout, identifying the various Major areas, core areas and their relationships.
- Show preliminary exterior wall section indicating location of openings, and overall thermal transfer value for each element of the exterior wall/envelope.
- Identify roof system, deck, membrane flashing and drainage technique and indicate overall combined heat transfer coefficient value for exterior wall/envelope.
- Show exterior building elevations identifying proposed shell finishes (includes all exterior surfaces, doors and windows).
- Site plan with building located and overall grading plan with preliminary contours. Preliminary site development such as access road paving, walls and outside support buildings, and paved parking lots landscaping, storm water retention areas, site utilities (existing and new) should be shown.
- Gross and net area calculations separated to show conformance with Program of Requirements. Each space to be annotated with net square footage.
- Building Code type and occupancy information.

STRUCTURAL

- Main building sections depicting proposed structural systems.
- Preliminary structural floor plan with overall dimensions and floor elevations. Identify structural system and provide preliminary sizes for all main structural members.
- Preliminary foundation plan. Identify foundation system and provide preliminary sizes

PLUMBING AND MECHANICAL

- Provide a narrative detailed description of HVAC systems that appear compatible with loading conditions for subsequent life cycle costing. (LCC not required for systems indicated as standards in Design Manual).
- Floor plan showing all mechanical (HVAC and Plumbing) equipment spaces.
- Floor plan showing all major mechanical equipment and plumbing fixtures (toilets, sinks, urinals, water fountains/coolers, janitor sinks, fire protection system).

ELECTRICAL

- Lighting and power plans showing conceptual solution for lighting, power, communications, fire alarm and technology.
- Floor plan showing all major electrical equipment,
- Preliminary one-line electrical distribution diagrams. Indicate preliminary location of service entry, switchboards, motor control centers, panels, transformers and emergency generator, etc., if required.

CONSTRUCTION MANAGER

- Statement of Probable Construction Cost vs Budget

ELEMENTS OF DESIGN DEVELOPMENT DOCUMENTS

ARCHITECTURAL

- Dimensioned floor plans indicating structural bay sizes and overall building dimensions. Floor Plan should show dimensions and final partition locations including all openings.
- Exterior and core wall sections showing final dimensional relationships, materials and component relationships.
- Floor Plan should show all fixed and loose equipment.
- Preliminary room finish schedule identifying all finishes.
- Exterior door and hardware schedule showing door, frame and hardware type.
- Site plan including grading and site utilities, utility connection points and a stormwater management design.
- Preliminary development of details and large scale plans and sections.
- Outline specifications indicating manufacturers and suppliers.
- Preliminary reflected ceiling including ceiling grid, light fixtures and all devices that penetrate or are mounted upon finished ceiling.
- Interior movable furniture, office equipment, demountable partitions and system furniture, layouts for all departments and floors including proposed building signage system.
- Gross and net area calculations by department to determine compliance with program of requirements.
- Outline specifications including selected acceptable manufacturers.

STRUCTURAL

- Floor plan with all structural members located and sized.
- Preliminary footing, beam, column and connection schedules.
- Establish final building elevations.
- Outline specifications including acceptable manufacturers.
- Foundation drawings
- Outline specifications including selected acceptable manufacturers.

PLUMBING AND MECHANICAL

- Heating and cooling load calculations for each individual space, include cooling requirements for heat loads generated by office equipment, personal computers, etc
- Mechanical equipment schedule indicating size and capacity.
- Plumbing fixtures schedule
- Floor plans showing mechanical equipment and plumbing fixtures. All equipment and fixtures should be shown and located.
- Floor plans showing main ductwork distribution, branch ductwork and plumbing piping. All ductwork and piping should be located and sized to coordinate with structural framing system.
- All ceiling mounted devices should be located.
- Legend showing all symbols used on drawings.
- Outline specifications including selected acceptable manufacturers.

ELECTRICAL

- Floor Plan locating all power consuming equipment with a description of the equipment load characteristics.
- Estimate total electric load, confirm Design Manual required excess capacity.
- Floor Plan showing all major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) which shall be dimensioned and drawn to scale.
- Site Plan showing preliminary site lighting design with pole and fixture type designations.
- Outline specifications including manufacturers.
- Floor plan showing lighting layout, power, telecommunications and office automation devices and switches with preliminary circuiting.
- Light fixture schedule should be finalized.
- Estimate interior electrical loads for systems furniture, receptacles, lighting, food service equipment and any other special use areas, etc.
- Preliminary Distribution Panel Schedule
- Outline specifications including selected acceptable manufacturers.

CONSTRUCTION MANAGER

- Design Development Statement of Probable Construction Cost vs Budget.
- Bid Packaging Plan

ELEMENTS OF CONSTRUCTION DOCUMENTS

COVER SHEET(S)

- Name, address of Owner, Construction Manger, Architect, Interior Designer, etc.
- Vicinity map.
- Legal description of property.
- Finalize Building Code type and occupancy information.
- Gross and net area calculations of all departments and floors.
- Abbreviation and symbol glossary.
- Index to all drawings.

SITE PLAN(S)

- A certified plot plan, (sealed by an Ohio licensed Land Surveyor).
- A grading plan 1'-0" or 2'-0" increments with appropriate sections.
- Sediment Control and Stormwater Management Plans and profiles.
- Local governing utility standards included in all utility details.
- Standard details shall be modified to suit project conditions, all non-applicable information shall be deleted.
- Existing and proposed electrical, gas, sewer, water, storm drainage, telephone and TV cable utilities shall be identified.
- Utility designs shall show plan, profile and all fittings and details required by code and local government standards for all the materials being permitted in the specifications.

LANDSCAPE

- An overall site plan showing plantings, irrigation and drainage system, site lighting and all site development features.
- Details and sections of all site development features, sidewalks, curbs, paving stones, bollards, ramps, exterior stairs, lawn areas showing seeding methods, etc.
- All landscape conditions should be thoroughly detailed.
- A symbol glossary.
- Planting schedule.
- Seeding schedule.
- Standard details shall be modified to suit project conditions. All non-applicable information shall be deleted.

ARCHITECTURAL

- A basic floor plan of the entire facility showing minimal detail with a grid or column reference system showing overall building layout dimensions, core spaces, floor opening penetrations, etc. Fire ratings of all partitions, fire doors, etc. should be clearly denoted.
- A dimensioned floor plan locating all interior partitions and exterior wall partitions from the grid or column reference system. Floor plan should include room and workstation designations, interior and exterior door and window designations.
- A dimensioned floor plan showing wire management system with openings located for voice, data, video and electrical, outlet locations.
- Room wall elevations for all non-typical walls.
- Casework floor plan complete with schedule, details and elevations.
- Interior and exterior window, door and frame schedule complete with elevations and details for all head, jamb and sill conditions.
- Interior and exterior finish and color schedule (exposed finished mechanical and electrical items shall be clearly addressed).
- A reflected ceiling plan showing all grid, access doors, drapery tracks, light fixtures, grills, diffusers, sprinkler heads, security devices, fire alarm devices, intercom system, exit devices and acoustic treatment. Ceiling heights and type should be indicated on the reflected ceiling plan.
- Details shall be provided for transitions between finish materials and wall types.
- Major building sections in at least two directions.
- A sufficient number of details shall be provided to clearly indicate the method of construction for all building components and shall include but not be limited to the following; exterior wall, waterproofing systems, insulating systems, interior and exterior finishes, architectural details, interior stairs, elevators.
- Interior signage locations shall be shown on the floor plan complete with details and schedules.
- Final locations shall be shown on the floor plan with associated floor loadings being shown on the structural drawings.
- Partition type schedule and section details for all interior, exterior and floor wall conditions.
- Roof plan showing all roofing material, roof drains, overflows, access hatches, roof drainage slopes and elevations, scuppers, skylights, mechanical and plumbing penetrations. Details shall be provided for all edge, parapet and flashing conditions.
- All exterior building elevations showing finish materials, exterior door and window openings and designations, lights, louvers, grilles, signage, speakers and other devices.
- All structural members included in, or enclosed by the architectural details shall be closely coordinated with and the size verified by the structural engineer. Details shall indicate the framing and furring method wherever appropriate.
- All mechanical/electrical elements included in, or enclosed by the architectural details shall be closely coordinated with and the size verified by the design engineer. Details shall indicate the framing and furring method wherever appropriate.
- Complete Technical Specification including acceptable manufacturers.

STRUCTURAL

- A dimensioned foundation plan showing and locating in plan and in elevation all footing, foundations, foundation piers, caissons, grade beams, reinforcement with all layouts for masonry and anchor bolts.
- A dimensioned floor plan for each floor, showing all beams, beam sizes, duct and piping penetrations, construction joints, expansion joints, edge conditions, imbedded anchors and frames thickened slabs, recessed slabs stair penetrations, elevator shafts, floor loading, top of structure elevation and reinforcement.
- Footing, column, grade beam, caissons, piers, reinforcement and beam schedules.
- Dimensioned to scale details showing all conditions, connections and structural sizes.
- Shear walls clearly shown on plan and schedule if symbol code is used.
- Abbreviation and symbol glossary.
- Fastener/connection schedule.
- Elevations of all footings, elevations to top of all beams, columns, recesses and floors.
- Roof beam plan, elevator hoist beams.
- Complete Technical Specification including acceptable manufacturers.

MECHANICAL

- Abbreviation and symbol glossary.
- Mechanical equipment schedule.
- Exterior louver schedule, as coordinated with architectural louvers.
- Floor plans indicating ductwork with sizes, ductwork mechanical devices, beams for floor above with ductwork penetrations.
- Reflected ceiling plan showing final location of all ceiling mounted mechanical devices which include but is not limited to; diffusers, return air grilles and thermostats.
- Floor plan indicating the sprinkler and standpipe riser systems including all required pumps and control devices.
- Fire damper schedule and individually shown on the floor plan at each required location.
- Ductwork sound attenuation schedule.
- Vibration isolation schedule.
- Terminal control box schedule, with electrical and air volume requirements.
- Chilled water, condenser, refrigerant, fuel oil, steam and gas riser piping floor plans and riser diagrams and schematics including pipe sizes. Piping schematics shall be in large enough scale to clearly indicate all control devices, valves, unions and miscellaneous appurtenances.
- Areas of concentrated mechanical equipment shall be enlarged from the basic floor plan to not less than 1/4" = 1'-0" illustrating detailed ductwork and equipment within the mechanical room in both plan and section views; coil access and filter access are to be shown to scale as verification of clearance.
- Access doors both wall and ceiling, shall be called out at each applicable location as coordinated with the architectural drawings (rated where applicable).
- Floor plans should indicate housekeeping pads and weight of concentrated loads.

- Duct/piping penetrations of all walls, floors, roofs, beams, columns and foundations shall be coordinated with and verified by the structural engineer, code complying firestopping will be detailed for penetrations through fire rated assemblies.
- Locate on the floor plans all controls system equipment and provide a panel and device schedule, indicator panel graphics complete with sequence of operation and control system program diagram.
- Complete Technical Specification including acceptable manufacturers.

PLUMBING

- Fixture/connection schedule.
- Abbreviation/symbol glossary
- Floor plans indicating domestic hot and cold water, storm, waste, vent and gas piping plans, including all valves, unions, fixtures, pipe sizes, and riser diagrams etc.
- Piping and insulation jacket dimensions are to be coordinated with architectural finishes and casework; all exposed piping is to be verified with the architect.
- Plan drawing of all water and sanitary branch piping for installation of interior equipment and fixtures.
- Typical piping riser schematics for all gravity flow piping systems.
- Areas of concentrated plumbing equipment (hot water heaters, circulating pumps, etc.) shall be enlarged from the basic floor plan to not less than 1/4" = 1'-0" detail in both plan and section views.
- Access panels, doors and provisions in both walls and ceilings are to be shown on floor plans for all valves, cleanouts and caps, etc.
- Connections to existing and new building utilities shall be clearly shown; requirements of governing utilities shall be determined and clearly detailed and shown; connection details and elevations shall be checked and coordinated with applicable civil
- Design details
- Piping penetrations of all walls, floors, roofs, beams, columns and foundations shall be coordinated with and verified by the structural engineer, code complying firestopping will be detailed for penetrations through fire rated assemblies.
- Complete Technical Specification including acceptable manufacturers.

ELECTRICAL

- Lighting fixture schedule
- Lighting control schedule, switches, emergency lighting.
- Power riser diagram for interior lighting systems.
- Abbreviations and symbol glossary.
- Panel schedules with panel locations shown on floor.
- Fan/motor control schedule/diagram.
- Floor plan showing location of all fire alarm device/panel schedule and indicator graphics and riser diagram including activated hardware, pullstations, confirm activated hardware with hardware schedule.
- Floor plan showing location of all intercom devices, panel schedule and location, program, riser diagram.



The Ohio School Facilities Commission
 10 West Broad Street
 14th Floor
 Columbus, Ohio 43215
 Phone : 614-466-6290 Fax: 614-466-7749

03 OCT 17 AM 9:30

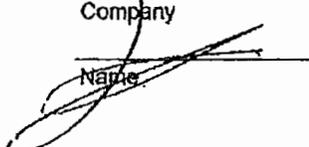
CERTIFICATION OF CONTRACT REQUIREMENTS

Project Name: Grand Valley Local Schools - New PK-12
 Contractor: Jack Gibson Construction Company
 Bid Package No: 06A Contract Amount: \$16,488,000.00
 Bid Opening Date: 19-Aug-03 Rebid Opening Date: N/A

The undersigned certifies that the following conditions precedent for contract execution are satisfied and certifications required are current and recommend approval by the Commission.

- Yes Bid Price or Total Aggregate of Contracts for Project not in excess of 10 percent of Estimated Cost
- N/A Bid Extension Agreement (if applicable per Section 153.12, ORC)
- Yes Bid or Rebid Notification Advertised pursuant to legal requirements
- Yes Contract Bond complies with legal requirements
- Yes Ohio Worker's Compensation Certificate
- Yes Delinquent Personal Property Tax Affidavit
- Yes Department of Insurance Certificate of Compliance
- N/A If Out-of-state Corporation, Ohio Secretary of State Certificate
- Yes All Contracts Executed by Contractor
- Yes All Contracts and Fund Certifications Executed by School District
- Yes Contractor's Certificate of Insurance
- Yes Enrolled in BWC Drug Free Workplace Program or equivalent

Verification by Construction Manager

<u>RP Carbone Company</u>	<u>440-437-5260</u>
Company	Phone
	<u>rspeight@rpcarbone.com</u>
Name	E-mail
	<u>10-15-03</u>
	Date

Return to Address: 311 North Maple Street, Orwell, OH 44076

Comments: _____



 PA Signature 10/16/03
 Date

State of Ohio
Ohio School Facilities Commission

CONTRACTOR CONTRACT

THE CONTRACT, evidenced by this Contract Form, made and entered into by and between:

Jack Gibson Construction Company
2460 Parkman Road, NW
Warren, Ohio 44485

(the "Contractor") and the State of Ohio (the "State"), through the President and Treasurer of the Grand Valley School District Board (the "School District Board") on the date executed by the School District Board.

In consideration of the mutual promises herein contained, the State and Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire Work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

General Trades Bid Package 06A
Grand Valley PK-12 New Building Project
Orwell, Ohio

ARTICLE 2

- 2.1 The School District Board shall pay the Contractor for the performance of the Contract, subject to additions and deductions by Change Order as provided in the Contract Documents, the amount of Sixteen Million, Four Hundred and Eighty-Eight Thousand Dollars and No Cents (\$16,488,000.00) (the "Contract Price"), based upon the Bid Form, dated August 19, 2003 submitted by the Contractor.

Base Bid = \$15,170,000.00
Alternate G1 = \$196,000.00
Alternate G2 = \$199,000.00
Alternate G3 = \$10,000.00
Alternate G6 = \$50,000.00
Alternate G7 = \$127,000.00
Alternate G8 = \$29,000.00
Alternate G9A = \$184,000.00
Alternate G9B = \$95,000.00
Alternate G10 = \$34,000.00
Alternate G11 = \$81,000.00
Alternate G12 = \$259,000.00

Alternate G13A = \$6,000.00
 Alternate G13B = \$0.00
 Alternate G13C = \$0.00
 Alternate G14 = \$5,000.00
 Alternate G15 = \$39,000.00
 Alternate G16 = \$4,000.00

- 2.2 The Contract Price shall be paid in current funds by the School District Board upon Applications for Payment submitted by the Contractor and approved by the State as provided in the Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall complete all Work so that Contract Completion can occur on or before June 1, 2005, unless the Contractor timely requests and the School District Board grants an extension of time in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon the respective milestone completion date, unless the Contractor timely requests and the School District Board grants an extension of time in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, the State shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Contract Completion, unless the Contractor timely requests and the School District Board grants an extension of time in accordance with the Contract Documents.

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1 to \$50,000	\$150
More than \$50,000 to \$150,000	\$250
More than \$150,000 to \$500,000	\$500
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the State because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the State would sustain.

ARTICLE 4

- 4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the State and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract Form as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and State, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the School District Board.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligation described in the Contract Documents shall be valid and enforceable unless the School District Board Treasurer first certifies there is a balance sufficient to pay the obligations set forth in the Contract.

ARTICLE 6

- 6.1 This Contract Form has been executed in several counterparts, each of which shall constitute an original Contract Form which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

CONTRACTOR

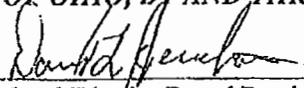
Jack Gibson Const. Co.
(Company Name)

John C. Gibson Jr., CEO
(Print Name & Title)

By: J. C. Gibson Jr.
(Authorized Signature)

Date: October 14, 2003

STATE OF OHIO, BY AND THROUGH SCHOOL DISTRICT BOARD

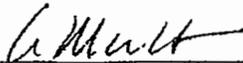


School District Board President

Date: Oct. 14, 2003

David L. Hendershott

(Print Name)



School District Board Treasurer

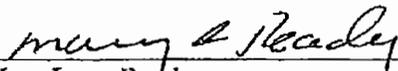
Date: Oct. 14, 2003

Lisa Moodt

(Print Name)

APPROVAL BY:

**OHIO SCHOOL FACILITIES COMMISSION
SECTION 3318.10, ORC**



Mary Lynn Readey
Executive Director

CERTIFICATE OF FUNDS
(Section 5705.41, ORC)

In the matter of: Jack Gibson
Construction Company (Contractor)

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the Board of Education of the Grand Valley Local School District under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the Grand Valley Local School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

Grand Valley Local SCHOOL DISTRICT

By: *L. Malt* Lisa Moodt
Treasurer

Dated: Oct. 14, 2003



The Ohio School Facilities Commission
 10 West Broad Street
 14th Floor
 Columbus, Ohio 43215
 Phone : 614-466-8290 Fax: 614-466-7749

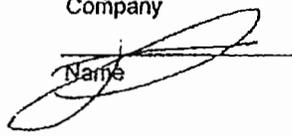
CERTIFICATION OF CONTRACT REQUIREMENTS

Project Name: Grand Valley Local Schools - New PK-12
 Contractor: McMillan Construction Company
 Bid Package No: 2A Contract Amount: \$1,312,961.00
 Bid Opening Date: 15-May-03 Rebid Opening Date: N/A

The undersigned certifies that the following conditions precedent for contract execution are satisfied and certifications required are current and recommend approval by the Commission.

- Yes Bid Price or Total Aggregate of Contracts for Project not in excess of 10 percent of Estimated Cost
- N/A Bid Extension Agreement (If applicable per Section 153.12, ORC)
- Yes Bid or Rebid Notification Advertised pursuant to legal requirements
- Yes Contract Bond complies with legal requirements
- Yes Ohio Worker's Compensation Certificate
- Yes Delinquent Personal Property Tax Affidavit
- Yes Department of Insurance Certificate of Compliance
- N/A If Out-of-state Corporation, Ohio Secretary of State Certificate
- Yes All Contracts Executed by Contractor
- Yes All Contracts and Fund Certifications Executed by School District
- Yes Contractor's Certificate of Insurance
- N/A Enrolled in BWC Drug Free Workplace Program or equivalent

Verification by Construction Manager

RP Carbone Company 440-437-5260
 Company Phone
 rspeight@rpcarbone.com
 Name E-mail
5-26-03
 Date

Return to Address: 311 North Maple Street, Orwell, OH 44076

Comments: _____

 PA Signature Date



State of Ohio
Ohio School Facilities Commission

CONTRACTOR CONTRACT

THE CONTRACT, evidenced by this Contract Form, made and entered into by and between:

*McMillan Construction Company
26457 State Route 58
Wellington, Ohio 44090*

(the "Contractor") and the State of Ohio (the "State"), through the President and Treasurer of the *Grand Valley School District Board* (the "School District Board") on the date executed by the School District Board.

In consideration of the mutual promises herein contained, the State and Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire Work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

*Sitework Bid Package 2A
Grand Valley PK-12 New Building Project
Orwell, Ohio*

ARTICLE 2

- 2.1 The School District Board shall pay the Contractor for the performance of the Contract, subject to additions and deductions by Change Order as provided in the Contract Documents, the amount of *One Million, Three Hundred and Twelve Thousand, Nine Hundred and Sixty-One Dollars and No Cents (\$1,312,961.00)* (the "Contract Price"), based upon the Bid Form, dated *May 15, 2003* submitted by the Contractor.

*Base Bid = \$1,312,961.00
Alternate C-1 = \$36,345.00*

- 2.2 The Contract Price shall be paid in current funds by the School District Board upon Applications for Payment submitted by the Contractor and approved by the State as provided in the Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall complete all Work so that Contract Completion can occur on or before August 29, 2003, unless the Contractor timely requests and

the School District Board grants an extension of time in accordance with the Contract Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon the respective milestone completion date, unless the Contractor timely requests and the School District Board grants an extension of time in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, the State shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Contract Completion, unless the Contractor timely requests and the School District Board grants an extension of time in accordance with the Contract Documents.

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1 to \$50,000	\$150
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More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the State because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the State would sustain.

ARTICLE 4

- 4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the State and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract Form as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and State, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the School District Board.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligation described in the Contract Documents shall be valid and enforceable unless the School District Board Treasurer first certifies there is a balance sufficient to pay the obligations set forth in the Contract.

ARTICLE 6

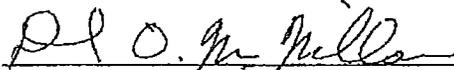
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IN WITNESS WHEREOF, the parties hereto have executed this Contract.

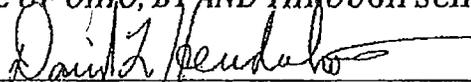
CONTRACTOR

McMillan Construction Company
(Company Name)

David O. McMillan - Owner
(Print Name & Title)

By:  Date: May 28, 2003
(Authorized Signature)

STATE OF OHIO, BY AND THROUGH SCHOOL DISTRICT BOARD

 Date: May 27, 2003
School District Board President

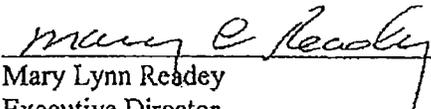
David L. Hendershott
(Print Name)

 Date: May 27, 2003
School District Board Treasurer

Lisa Moodt
(Print Name)

APPROVAL BY:

OHIO SCHOOL FACILITIES COMMISSION
SECTION 3318.10, ORC


Mary Lynn Readey
Executive Director

CERTIFICATE OF FUNDS
(Section 5705.41, ORC)

In the matter of: McMillan Construction Company (Contractor)

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the Board of Education of the Grand Valley Local School District under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the Grand Valley Local School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

GRAND VALLEY LOCAL SCHOOL DISTRICT

By: *L. Malt*
Treasurer

Dated: May 27, 2003

State of Ohio
Ohio School Facilities Commission

FORM OF BID GUARANTY & CONTRACT BOND

(As prescribed by Section 153.571, ORC)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
Jack Gibson Construction Company as Principal at 2460 Parkman Road, N.W.,
(Address) Warren, OH 44485-1786
and Hartford Fire Insurance Company as Surety, are hereby held and firmly bound unto
the State of Ohio, the Ohio School Facilities Commission and the
Grand Valley Local School District Board as Obligees in the penal sum of
the dollar amount of the bid submitted by the Principal to the Obligees on (date) 8/19/03
to undertake the Project known as: New Combination PK-12 School, Project Phase II

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Obligees, incorporating any additive or deductive alternate bids made by the Principal on the date referred to above to the Obligees, which are accepted by the Obligees. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project;

NOW, THEREFORE, if the Obligees accept the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligees the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligees may in good faith contract with the next lowest bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Obligees the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligees accept the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any material supplier or



laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

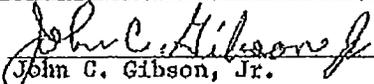
~~THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.~~

SIGNED this 19 day of August 2003

PRINCIPAL:

Jack Gibson Construction Company

The State of Ohio does not require a Co Seal; therefore, we do not use one.

By: 

John C. Gibson, Jr.

Title: CEO

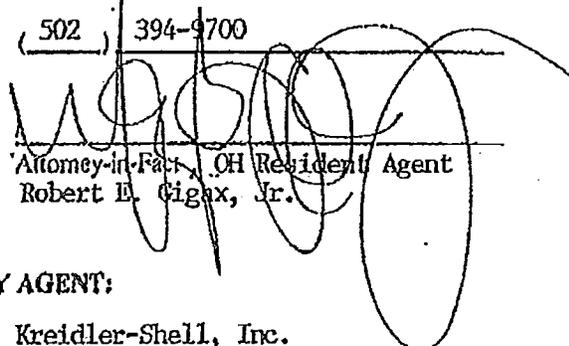
SURETY:

Hartford Fire Insurance Company

Address: 10507 Timberwood Circle, Suite 208

Louisville, KY 40223

Phone: (502) 394-9700

By: 

Attorney-in-Fact, OH Resident Agent
Robert E. Gigax, Jr.

SURETY AGENT:

Schiff, Kreidler-Shell, Inc.

Address: 1 West Fourth Street, Suite 1300

Cincinnati, OH 45202

Phone: (513) 977-3100

POWER OF ATTORNEY

HARTFORD PLAZA
HARTFORD, CONNECTICUT 06116

- | | |
|---|--|
| <input checked="" type="checkbox"/> Hartford Fire Insurance Company | Twin City Fire Insurance Company <input type="checkbox"/> |
| <input type="checkbox"/> Hartford Casualty Insurance Company | Hartford Insurance Company of Illinois <input type="checkbox"/> |
| <input type="checkbox"/> Hartford Accident and Indemnity Company | Hartford Insurance Company of the Midwest <input type="checkbox"/> |
| <input type="checkbox"/> Hartford Underwriters Insurance Company | Hartford Insurance Company of the Southeast <input type="checkbox"/> |

KNOW ALL PERSONS BY THESE PRESENTS THAT the Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company, corporations duly organized under the laws of the State of Connecticut; Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois; Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest, corporations duly organized under the laws of the State of Indiana; and Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Robert E. Glog, Jr., Thomas R. Dletz, Cassandra J. Krumpelman, Monica A. Bricken
of
Cincinnati, OH

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof; on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Jean H. Wozniak
Jean H. Wozniak
Notary Public
My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 8/19/03

Signed and sealed at the City of Hartford.



Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

Office of Financial
Regulation Services
2100 Stella Court
Columbus, OH 43215-1067
(614) 644-2058
Fax (614) 644-3258
www.ohioinsurance.gov

Ohio Department of Insurance
Bob Taft - Governor
Ann Womer Benjamin - Director
Certificate of Compliance



Issued 06/26/03
Effective 04/02/03
Expires 04/01/04

I, Ann Womer Benjamin, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

Hartford Fire Insurance Company

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

3929.01 (A) Accident & Health	3929.01 (A) Group Accident & Health
3929.01 (A) Aircraft	3929.01 (A) Inland Marine
3929.01 (A) Allied Lines	3929.01 (A) Multiple Peril - Commercial
3929.01 (A) Boiler & Machinery	3929.01 (A) Multiple Peril - Farmowners
3929.01 (A) Burglary & Theft	3929.01 (A) Multiple Peril - Homeowners
3929.01 (A) Commercial Auto - Liability	3929.01 (A) Ocean Marine
3929.01 (A) Commercial Auto - Phys. Damage	3929.01 (A) Other Liability
3929.01 (A) Earthquake	3929.01 (A) Private Passenger Auto - Other
3929.01 (A) Fidelity	3929.01 (A) Private Passenger - Phys. Damage
3929.01 (A) Fire	3929.01 (A) Surety
3929.01 (A) Glass	3929.01 (A) Workers Compensation

Hartford Fire Insurance Company certified in its annual statement to this Department as of December 31, 2002 that it has admitted assets in the amount \$ 14,902,354,572, liabilities in the of \$ 8,577,564,445, and surplus of at least \$ 6,324,790,127.

Handwritten signature of Ann H. Womer Benjamin in cursive.

Ann H. Womer Benjamin
Director

Hartford Fire Insurance Company

Hartford, Connecticut

Financial Statement, December 31, 2001

(Statutory Basis)

ASSETS		LIABILITIES	
U.S. Government Bonds	\$ 148,092,979	Reserve for Claims	\$
Bonds of other Governments	346,976,838	and Claim Expense... ..	4,271,833,265
State, County, Municipal and		Reserve for Unearned Premiums	1,218,721,182
Miscellaneous Bonds	3,362,771,442	Reserve for Taxes, License	
Stocks	5,290,183,200	and Fees	65,276,645
Short Term Investments	9,646,163	Miscellaneous Liabilities	2,340,184,492
	<u>\$ 9,157,670,622</u>	Total Liabilities	<u>\$ 7,896,015,584</u>
Real Estate	\$ 130,193,290	Capital Paid In	\$ 55,000,000
Cash	305,526,338	Surplus	<u>5,554,151,499</u>
Agents' Balances (Under 90 Day... ..	2,013,965,779	Surplus as regards Policyholders... ..	<u>\$ 5,609,151,499</u>
Other Invested Assets	175,382,660	Total Liabilities, Capital	
Miscellaneous	1,722,428,394	and Surplus	<u>\$ 13,505,167,083</u>
Total Admitted Assets	<u>\$ 13,505,167,083</u>		

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss.
 CITY OF HARTFORD }

Donald J. LaValley, Assistant Vice-President, and Patricia A. Murone, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and says that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2001.

Sworn to before me February 26, 2002

John H. Wagniak
 John H. Wagniak
 Notary Public
 My Commission Expires June 29, 2004



Donald J. LaValley
 Donald J. LaValley, Assistant Vice-President

Patricia A. Murone
 Patricia A. Murone, Assistant Secretary



<i>Obligee's/Insured's Name</i> Grand Valley Local School District
<i>Obligee's/Insured's Mailing Address</i> 315 North Maple Street Orwell, Ohio 44076
<i>Bond/Policy Number</i> Bid Bond

IMPORTANT NOTICE TO OBLIGEEES/POLICYHOLDERS – TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we must make terrorism coverage available in your bond/policy. However, the actual coverage provided by your bond/policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your bond/policy, any endorsements to the bond/policy and generally applicable rules of law.

Any terrorism coverage provided by this bond/policy is partially reinsured by the United States of America under a formula established by Federal Law. Under this formula, the United States will pay 90% of covered terrorism losses exceeding a statutorily-established deductible paid by sureties/insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

The premium charge that has been established for terrorism coverage under this bond/policy is either shown on this form or elsewhere in the bond/policy. If there is no premium shown for terrorism on this form or elsewhere in the bond/policy, there is no premium for the coverage.

Terrorism premium:	\$0
--------------------	-----

State of Ohio
Ohio School Facilities Commission

FORM OF BID GUARANTY & CONTRACT BOND

(As prescribed by Section 153.571, ORC)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
MCMILLAN CONSTRUCTION COMPANY as Principal at _____
(Address) 26457 St. Rt. 58, Wellington, Ohio 44090
and MERCHANTS BONDING COMPANY as Surety, are hereby held and firmly bound unto
the State of Ohio, the Ohio School Facilities Commission and the
BOARD OF EDUCATION OF THE GRAND VALLEY LOCAL School District Board as Obligees in the penal sum of
the dollar amount of the bid submitted by the Principal to the Obligee on (date) May 15, 2003
to undertake the Project known as: Sitework - Bid Package 2A for New Combnotion PK- 12

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate bids made by the Principal on the date referred to above to the Obligees, which are accepted by the Obligees. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates; Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project;

NOW, THEREFORE, if the Obligees accept the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligees the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligees may in good faith contract with the next lowest bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Obligees the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligees accept the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any material supplier or



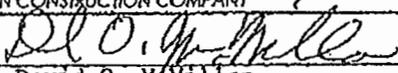
laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED this 15th day of May, 2003

PRINCIPAL:

MCMILLAN CONSTRUCTION COMPANY

By: 

David O. McMillan

Title: Owner

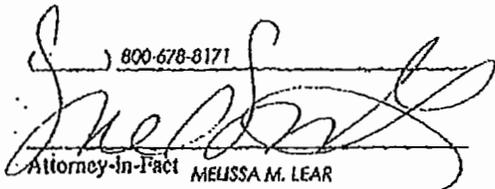
SURETY:

MERCHANTS BONDING COMPANY

Address: 2100 Fleur Drive

Des Moines, Iowa 50321

Phone: () 800-678-8171

By: 

Attorney-in-Fact MELISSA M. LEAR

SURETY AGENT:

DAWSON INSURANCE, INC.

Address: 1340 Depot Street

Cleveland, Ohio 44116

Phone: () 440-333-9000

Merchants Bonding Company

(MUTUAL)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, consulted and appointed, and does by these presents make, constitute and appoint

Melissa M. Lear, John D. Schramm, Frank P. Middelberg, Bruce W. Lockhart, Kyp L. Ross,
Lisa M. Cololan, Linda M. Cowie, Kathy Van Tassel

of Cleveland and State of Ohio its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of

TEN MILLION (\$10,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE 11, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE 11, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually made.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 6th day of March, 2001.



MERCHANTS BONDING COMPANY (MUTUAL)

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 6th day of March, 2001, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, this day and year first above written.



Ruth K. McClain
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 15th day of May, 2003.



William Warner Jr.
Secretary

W40011248

CERTIFICATE OF COMPLIANCE

Ohio Department of Insurance

Issued: 06-20-2002

Effective: 7/1/2002

HIS IS TO CERTIFY, THAT

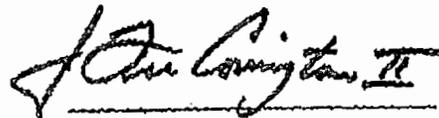
Expires: 6/30/2003

MERCHANTS BONDING COMPANY (MUTUAL)
CITY OF DES MOINES
STATE OF IOWA
NAIC No. 14494

is authorized in Ohio to transact the business of insurance, as defined in

Section 3929.01 (A) - Surety

the Certificate of Compliance is granted subject to the laws of the State of Ohio.



Director of Insurance

MERCHANTS BONDING COMPANY (MUTUAL)

FINANCIAL STATEMENT DECEMBER 31, 2002

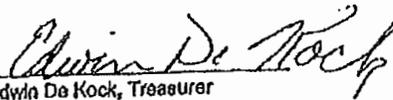
(STATUTORY BASIS)

ASSETS		LIABILITIES AND POLICYHOLDERS' SURPLUS	
		LIABILITIES	
* Bonds	\$ 28,781,447	Losses and Loss Adjustment Expense	\$ 3,647,333
* Stocks	5,730,205	Unearned Premiums	7,616,648
Real Estate	1,424,699	Dividends	1,127,098
Cash and Short-term Investments	6,005,651	Ceded Reinsurance Payable	(661,996)
Agents Balances or Uncollected Premiums	2,510,927	Federal Income Taxes	218,763
Reinsurance Recoverable	147,326	Reserve for Commissions, Taxes, and Other Liabilities	<u>1,790,369</u>
Accrued Interest and Dividends	428,112	Total	\$ 13,648,213
Other Admitted Assets	<u>27,666</u>		
		SURPLUS	
		Unassigned Surplus	<u>\$ 31,473,719</u>
Total Admitted Assets	<u>\$ 45,121,932</u>	Total Liabilities and Surplus	<u>\$ 45,121,932</u>

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

I, Edwin De Kock, treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation, as of December 31, 2002, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Des Moines, Iowa this 26th day of February, 2002.


Edwin De Kock, Treasurer



ERIE INSURANCE GROUP
Home Office • Erie, Pennsylvania 16530

RECEIVED MAR 03 2005
CERTIFICATE OF INSURANCE

- THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -

CERTIFICATE HOLDER COPY

NAME AND NUMBER OF AGENCY LAKES INSURANCE ASSOC. AN1650	DATE ISSUED 02/26/2005
NAME AND ADDRESS OF NAMED INSURED J WM PUSTELAK INC * 9070 PEACH ST WATERFORD PA 16441-4022	NAME AND ADDRESS OF CERTIFICATE HOLDER OR OTHER JACK GIBSON CONSTRUCTION ATTN JENNIFER 2460 PARKMAN ROAD WARREN OH 44485-

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

DESCRIPTION OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	EXPIRES DATE	COVERAGE LIMITS
GENERAL LIABILITY COMPREHENSIVE FORM INCLUDING PREMISES-OPERATIONS INDEPENDENT CONTRACTORS PER: PROJECT PRODUCTS-COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE EXPLOSION HAZARD COLLAPSE HAZARD UNDERGROUND HAZARD ADVERTISING INJURY FIRE LEGAL ADDITIONAL INSURED	Q400152635	04/01/2005	04/01/2006	EACH OCCURRENCE \$ 1000000
				FIRE DAMAGE (Any one premises) \$ 1000000
				MED EXP (Any one person) \$ 5000
				PERSONAL & ADV INJURY \$ 1000000
				GENERAL AGGREGATE \$ 2000000
				PRODUCTS-COMP/OP AGG \$ 2000000
AUTOMOBILE LIABILITY (UTO (OWNED, HIRED, RENTED), OR UNOWNED)	Q040140296	04/01/2005	04/01/2006	BODILY INJURY (EACH PERSON) \$
				BODILY INJURY (EACH ACCIDENT) \$
				PROPERTY DAMAGE \$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 1000000
EXCESS LIABILITY OCCURRENCE FORM	Q280170810	04/01/2005	04/01/2006	EACH OCCURRENCE 5000000
				AGGREGATE 5000000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Q885100451	04/01/2005	04/01/2008	STATUTORY
				BODILY ACCIDENT \$ 100000 EACH ACCIDENT
				INJURY DISEASE \$ 50000 POLICY LIMIT
				BY DISEASE \$ 100000 EACH EMPLOYEE

MAR 11 2005

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CANCELLATION FOR NON-PAYMENT, CAUSE OR NAMED INSURED'S REQUEST: When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, The ERIE will endeavor to mail written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.

CANCELLATION FOR SPECIAL CONTRACTS: (If the box is checked, this certificate involves a special contract and the following cancellation provisions apply.) When an automobile policy is cancelled, written notice will be mailed to the Certificate holder. When any of the above described policies (other than automobile) are cancelled before the expiration thereof, The ERIE will endeavor to mail _____ days written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.

ERIE INSURANCE GROUP

This certificate is issued for information purposes only. It does not list, amend, extend, or otherwise alter the terms and conditions of insurance coverage contained in the Policy(ies) indicated above issued by The ERIE. The terms and conditions of the Policy(ies) govern the insurance coverage as applied to any given situation. Any party can request a policy and/or Declaration by asking the Insured or the Agent. Limits shown may have been reduced by claims paid.

SEE REVERSE SIDE

AUTHORIZED REPRESENTATIVE

[Signature]



ACORD CERTIFICATE OF LIABILITY INSURANCE

RECEIVED JUN 21 2006
 RECEIVED JUN 21 2006

PRODUCER Great Lakes Insurance Associates 3205 Peach Street Erie PA 16508 (814)456-0498		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED J William Pustelak, Inc. 9070 Peach Street Waterford, PA 16441		INSURERS AFFORDING COVERAGE INSURER A: Erie Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 26271

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDR / TR ADDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PER PROJECT <input checked="" type="checkbox"/> Ohio Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SEQ. <input type="checkbox"/> LOC	Q40 0152635	4/1/06	4/1/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (60 occurrences) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	Q04-0140296	4/1/06	4/1/07	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	Q28 0170810	4/1/06	4/1/07	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OR FORMAL MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Q88-5100451	4/1/06	4/1/07	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTH-PR E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 OBJECT: GRAND VALLEY

CERTIFICATE HOLDER JACK GIBSON CONSTRUCTION COMPANY 2460 PARKMAN ROAD N W Warren, OH 44485	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Mary Ann Dewey</i>
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ACORD CERTIFICATE OF LIABILITY INSURANCE		APR 06 2005	DATE (MM/DD/YYYY) 03/31/2005
PRODUCER (330)533-1195 FAX (330)533-7583 L. Calvin Jones & Co. 3744 Starr Centre Drive Box 159 Held, OH 44406-0159		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Boak & Sons, Inc. 75 Victoria Road Youngstown, OH 44515		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Westfield Insurance Co	24112
		INSURER B: Donegal Mutual Insurance Co.	385
		INSURER C:	
		INSURER D:	
		INSURER E:	

APR 07 2005

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CM1587667	03/18/2005	03/18/2006	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	CA8016400	03/18/2005	03/18/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
	GARAGE LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	EMPLOYERS' LIABILITY	CM1587667	03/18/2005	03/18/2006	WO STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Grand Valley New Pk-12, 311 N. Maple St, Orwell, OH 44076

Jack Gibson Construction Co. has been named as Additional Insured with respect work performed for them by the Named Insured for the above captioned job, as their interest may appear.

CERTIFICATE HOLDER

Jack Gibson Construction Co.
2460 Parkman Road, NW
Warren, OH 44485

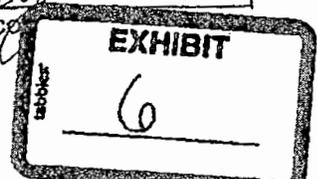
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

R. Kimberly Fortney

©ACORD



ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/02/2004
PRODUCER (330)533-1195 FAX (330)533-7583 L. Calvin, Jones & Co. 3744 Starr Centre Drive P. O. Box 159 field, OH 44406-0159		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Boak & Sons, Inc. 75 Victoria Road Youngstown, OH 44515		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: Lexington Insurance Co
		INSURER B: Donegal Mutual Insurance Co. 385
		INSURER C:
		INSURER D:
		INSURER E:

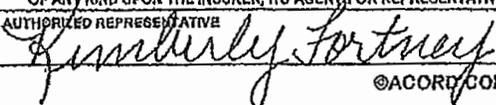
ENTERED SEP 03 2004

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	41LX6438101	08/01/2004	08/01/2005	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA8000161	07/01/2004	07/01/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below OTHER	41LX6438101 OHIO ONLY	08/01/2004	08/01/2005	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Grand Valley New Pk-12, 311 N. Maple St, Orwell, OH 44076
 Jack Gibson Construction Co. has been named as Additional Insured with respect work performed for them by the Named Insured for the above captioned job, as their interest may appear.

CERTIFICATE HOLDER Jack Gibson Construction Co. 2460 Parkman Road, NW Warren, OH 44485	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ERIE INSURANCE GROUP
100 Erie Insurance Plaza • Erie, PA 16530

CERTIFICATE OF INSURANCE

DATE: 01/11/05
7/22/05

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

NAME AND ADDRESS OF AGENCY DRUSHEL KOLAKOWSKI & SCHROECK 1730 W. 26TH STREET BRIG, PA 16508-1234	AGENT'S NO. AA1727	COMPANIES PROVIDING COVERAGE Co. C ERIE INSURANCE COMPANY Co. D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co. E ERIE INSURANCE EXCHANGE Life Insurance Co., Attorney-in-Fact Co. B FLAGSHIP CITY INSURANCE COMPANY
--	-----------------------	---

NAME AND MAILING ADDRESS OF INSURED Velotta Paving Company, Inc. P.O. Box 1930 Willoughby, OH 44096	This Certificate is issued for information purposes only. It does not list, amend, extend, or otherwise alter the terms and conditions of insurance coverages contained in the Policy(ies) indicated below issued by The ERIE. The terms and conditions of the Policy(ies) govern the insurance coverage as applied to any given situation. Any party can request a policy and/or Declaration by asking the Insured or the Agent. Limits shown may have been reduced by claims paid.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the named insured at the time that this Certificate is being issued.

COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
					EACH OCCURRENCE	AGGREGATE
E	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q40 0153789	4/1/05	4/1/06	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any One Fire) \$ MED EXP (Any One Person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPLETION AGG \$ 2,000,000	ENTERED OCT 1 2005
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> "ANY AUTO" (OWNED, RENTED, NON-OWNED) <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> RENTED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> DAMAGE	Q04 5540010	4/5/05	4/5/06	BODILY INJURY (EACH PERSON) \$ BODILY INJURY (EACH ACCIDENT) \$ PROPERTY DAMAGE \$ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ 1,000,000	
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$	Q28 0570161	4/5/05	4/5/06	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
WORKERS COMPENSATION & EMPLOYERS LIABILITY					STATUTORY BODILY INJURY BY ACCIDENT \$ EACH ACCIDENT DISEASE \$ POLICY LIMIT DISEASE \$ EACH EMPLOYEE	
OTHER						

DESCRIPTION OF OPERATIONS/VOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Additional Insured- Jack Gibson Construction Company, Grand Valley Board of Education, Project: Grand Valley Pre K-12

CANCELLATION FOR NON-PAYMENT, CAUSE OR HAZARDOUS REQUEST: When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, The ERIE will endeavor to mail written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation of liability of any kind upon The ERIE, its Agents or representatives.
 CANCELLATION FOR SPECIAL CONTRACTS: If the box is checked, this Certificate involves a special contract and the following cancellation provisions apply: When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, The ERIE will endeavor to mail _____ days written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; COMPANY LETTER Jack Gibson Construction Co. 2460 Parkman Road Warren, OH 44485	ATTENTION CERTIFICATE HOLDER If your firm is a Certificate Holder for other policies of this Insured, Certificates of Insurance for these other policies will be forwarded to you as soon as they are processed. AUTHORIZED REPRESENTATIVE
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ERIE INSURANCE GROUP
Home Office • Erie, Pennsylvania 16530

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY -
CERTIFICATE HOLDER COPY

RECEIVED MAR 9 2006

NAME AND NUMBER OF AGENCY JOEY KOLAKOWSKI AG1737		DATE ISSUED 03/01/2006
NAME AND ADDRESS OF NAMED INSURED VELOTTA PAVING CO P O BOX 1930 WILLOUGHBY OH 44096-1930		NAME AND ADDRESS OF CERTIFICATE HOLDER OR OTHER JACK GIBSON CONSTRUCTION COMPANY GRAND VALLEY BOARD OF EDUCATION 2480 PARKMAN ROAD WARREN OH 44485-

This is to certify that policies, as indicated by Policy Number below, are in force for the Named Insured at the time that the certificate is being issued.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF INSURANCE		
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM GEN'L AGGREGATE LIMIT APPLIES PER: PROJECT ADDITIONAL INSURED	Q400153789	04/01/2006	04/01/2007	EACH OCCURRENCE	\$ 1000000	
				FIRE DAMAGE (Any one premises)	\$ 1000000	
				MED EXP (Any one person)	\$ 5000	
				PERSONAL & ADV INJURY	\$ 1000000	
				GENERAL AGGREGATE	\$ 2000000	
				PRODUCTS-COMP/OP AGG	\$ 2000000	
AUTOMOBILE LIABILITY AUTO (OWNED, HIRED, I-OWNED)	Q045540010	04/05/2006	04/05/2007	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1000000	
EXCESS LIABILITY OCCURRENCE FORM	Q280570181	04/05/2006	04/05/2007	EACH OCCURRENCE	5000000	
				AGGREGATE	5000000	
				STATUTORY		
				BODILY INJURY BY	ACCIDENT \$ DISEASE \$ DISEASE \$	EACH ACCIDENT POLICY LIMIT EACH EMPLOYEE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

EMPLOYERS LIABILITY - STOP GAP COVERAGE
 BODILY INJURY BY ACCIDENT \$1000000 EACH ACCIDENT
 BODILY INJURY BY DISEASE \$1000000 POLICY LIMIT
 BODILY INJURY BY DISEASE \$1000000 EACH EMPLOYEE

EXCL-EXPLOSION, COLLAPSE & UNDERGROUND PROPERTY DAMAGE HAZARD-EXPLOSION

CANCELLATION FOR NON-PAYMENT, CAUSE OR NAMED INSURED'S REQUEST: When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration date thereof, The ERIE will endeavor to mail written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.

CANCELLATION FOR SPECIAL CONTRACTS: (If the box is checked, this certificate involves a special contract and the following cancellation provisions apply.) When an automobile policy is cancelled, written notice will be mailed to the Certificate Holder. When any of the above described policies (other than automobile) are cancelled before the expiration thereof, The ERIE will endeavor to mail _____ days written notice to the Certificate Holder after the decision to cancel. Failure to mail such notice shall impose no obligation or liability of any kind upon The ERIE, its Agents or representatives.

ERIE INSURANCE GROUP

This certificate is issued for information purposes only. It does not list, amend, extend, otherwise alter the terms and conditions of insurance coverage contained in the policy(ies) indicated above issued by The ERIE. The terms and conditions of the Policy(ies) govern the insurance coverage as applied to any given situation. Any party can request a policy and/or Declaration by asking the insured or the Agent. Limits shown may have been reduced by claims paid.

SEE REVERSE SIDE

CERTIFICATE OF SERVICE

The undersigned hereby certify that a true copy of the foregoing **Third Party Complaint** was served via regular U.S. Mail, postage prepaid, on this 5th day of May 2014, to the following:

David A. Beals
Jerry K. Kasai
Court of Claims Defense
150 East Gay Street, 18th Floor
Columbus, Ohio 43215
Counsel for Plaintiffs

Brian Buzby
Porter Wright Morris & Arthur LLP
41 South High Street
Columbus, Ohio 43215
Counsel for Hartford Fire Insurance Company

Brian C. Lee
Reminger Co., LPA
101 W. Prospect Avenue, Suite 1400
Cleveland, Ohio 44115-1093
Counsel for Buehrer Group Architecture & Engineering

Stephen P. Withee
Ashley L. Ollker
Frost Brown Todd LLC
10 West Broad Street, Suite 2300
Columbus, Ohio 43215-3484
Counsel for Merchants Bonding Company

McMillan Construction Limited
aka McMillan Construction Company
c/o David O. McMillan
26457 State Route 58
Wellington, Ohio 44090



Joseph A. Gerling (0022054)
Scott A. Fenton (0068097)

FROM: HIRSCHMANN CONSTRUCTION

FAX NO.: 724-346-9199

Jul. 09 2004 12:43PM P2

JUN-28-2004 09:39 FROM: BOAK ROOFING

3307938455

TO: 724 346 9199

P.002-006

Purchase Order No. 4872

Boak and Sons, Inc.
75 Victoria Rd.
Youngstown, OH 44516
Phone: 330.793.5646 Fax: 330.793.8455
"An Equal Opportunity Employer"

This number must appear on all correspondence, p.p.s. & shipping papers. Invoice in duplicate. Acceptance of this purchase order includes conditions stated on the back hereof except Articles #3, 4, 7 and 9 do not apply to material orders only.

To: Hirschmann Construction Services
6222 Saddlebrook Drive
Hermitage, PA 16148

Date: June 2, 2004

Attention: Joe Hirschmann

Office Contact: Joseph A. Coopa

Telephone: 724-346-9119

Jobsite Contact: Ken Hedrick
Jack Gibson Construction

Jobsite Phone: 440-437-5430

A. Furnish all labor, tools, equipment and supervision required to perform the Ventilated Roof Insulation and Fiberglass Composition Shingle Roofing work for the Grand Valley New PK-12 Building Project located at 311 North Maple St. Orwell, Ohio 44076, Ashland County.

B. Contract Documents: All work is to be in strict accordance with all drawings, specifications and addenda as prepared by architect Beuhler Group. Specifications are dated 7/7/03, and drawings for Construction Documents are dated 7/7/03. Contract documents also include Addendum No. 1, dated 7/23/03 and Addendum No. 2, dated 8/13/03. The following alternates have been accepted by the owner and become a part of this contract G1; G2; G3; G6; G7; G8; G9A; G9B; G10; G11; G12; G13A; G13B; G13C; G14; G15 and G16. See all General Condition requirements as listed in "Table of Contents" pages 1 thru 6 and in particular Article 7 - Change in the Work and Article 15 - Subcontractors & Material Suppliers. Also reference Sections 01010 - Summary of Work, 01200 - Project Meetings including Part 1.02E Preparatory Pre-Installation Conferences, 01310 - Project Schedule, 01630 - Product Options and Substitutions, and 01770 - Project Closeout.

C. Clarifications: It is the responsibility of each contractor and subcontractor to be fully aware of all conditions and limitations of the work to be performed and to carefully examine all drawings and specifications to fully inform himself of all requirements to complete the work. Reference in particular Sections 01010, 07225 and 07310 of the specifications for the scope and requirements of your work. Also reference your quote. Contract documents shall govern scope & requirements. Include all permits & fees for your work. Your work is to include but not be limited to:

1. Safety is a priority and all OSHA rules and regulations must be followed.
2. All work is to be done in a neat workmanlike manner. Provide cleanup and removal of debris on a daily basis. Protect all existing materials and conditions. Repair all damage caused by your work.

****OSHA "Right-To-Know" Hazard Communication Requirements apply to all purchase orders.**

Please sign copy and return

BOAK AND SONS, INC.

Accepted by
