

**FAIRFIELD TOWNSHIP  
RESOLUTION NO. 17-130**

**RESOLUTION TO ACCEPT THE BID FROM SUNESIS ENVIRONMENTAL FOR THE REMOVAL OF  
BUILDINGS AND OTHER STRUCTURES LOCATED AT 2045 FAIRFAX AVENUE, 2123 AND 2125 PARKAMO  
AVENUE, AND 2026 PATER AVENUE FAIRFIELD TOWNSHIP, BUTLER COUNTY, OHIO.**

**WHEREAS** the Fairfield Township Board of Trustees received notice from:

1. The Butler County Building Department declaring that the buildings located on the premises known as 2045 Fairfax Avenue, 2123 and 2125 Parkamo Avenue, and 2026 Pater Avenue, Fairfield Township, Butler County, Ohio, are unsafe and dangerous to human life and the public welfare.

A copy of all notices are attached.

**WHEREAS**, upon consideration of the circumstances the Board of Fairfield Township Trustees deems removal of all buildings to be appropriate.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF FAIRFIELD TOWNSHIP, BUTLER COUNTY, OHIO AS FOLLOWS:**

**SECTION 1:** The Board hereby resolves to remove all buildings for the reasons of being unsafe and dangerous to human life and the public welfare.

**SECTION 2:** The Board accepts the Bid from Sunesis Environmental in the total amount of \$56,150.00.

**SECTION 3** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

**SECTION 4:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 5:** This resolution shall take effect at the earliest period allowed by law.

**Adopted:** December 13, 2017

**Board of Trustees**

Susan Berding:

Susan Berding

Shannon Hartkemeyer:

Shannon Hartkemeyer

Joe McAbee:

Joe M. McAbee

**Vote of Trustees**

Yes

Yes

Yes

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 13th day of December 2017.

**ATTEST:**

Patty Moore

Patty Moore, Fairfield Township Deputy Fiscal Officer

**APPROVED AS TO FORM:**

L. E. Barbieri

Lawrence E. Barbieri, Township Law Director



December 8, 2017

Mrs. Julie Vonderhaar

**Fairfield Township**  
6032 Morris Road  
Hamilton Ohio 45011

RE: Abatement and Demolition Proposal  
2045 Fairfax  
2123 Parkamo  
2125 Parkamo  
2026 Pater  
Hamilton, OH  
Bid # E17403

Mrs. Vonderhaar,

Sunesis Environmental is pleased to submit this abatement and demolition proposal per specifications, addendums #1 & #2, and the Asbestos Inspection by Rainbow dated February 15, 2017. No documents are acknowledged as part of this proposal.

<b>2014 Fairfax Base Bid:</b>	<b>\$12,440.00</b>
<b>2123 Parkamo Base Bid:</b>	<b>\$10,190.00</b>
<b>2125 Parkamo Base Bid:</b>	<b>\$19,100.00</b>
<b>2026 Pater Base Bid:</b>	<b>\$14,420.00</b>

- Abatement and disposal of asbestos containing materials identified in the asbestos inspection report by Rainbow dated February 15, 2017.
- Demolish and disposal of the residential structure.
- Foundations and building slabs are to be removed completely.
- Removal and disposal of the brush, weeds, and structure debris with in the lot. All mature trees are to remain.
- Removal and disposal of the out buildings.
- Saw cutting, removal, and disposal of the driveway and sidewalks All public sidewalks, parking lots and drive aprons are to remain.
- The water service, gas service, electric service, & sewers lines will be cut and capped outside the buildings footprint. All service termination will be by the service provider, in which may need to be ordered by the owner.
- Import, place, and compact granular backfill material to fill the voids caused from the foundation removal. The final grade of the disturbed area will match existing grades and will provide positive drainage. The fill material will be placed in layers and compacted. No compaction testing is included.



- All disturbed areas will be seeded and mulched. No lawn maintenance is included.
- Demolition Permit is included

#### EXCLUSIONS

- Third party testing.
- Certified Industrial Hygienists (CIH)
- Temporary power or water, including any connections.
- Any building foundation removal 5' below the existing lowest floor elevation.
- Prevailing wage and certified payroll.
- All utility disconnections, rerouting, and or capping, not noted above.
- Export of unsuitable soil.
- Any new pavement.
- All shoring and bracing
- Asbestos Abatement, not noted in the asbestos reports by Rainbow, dated February 15, 2017.
- Demolition will be performed per OSHA standards Lead in Construction
- Payment and performance bonds. Bonds can be supplied at an additional cost
- As-Builts
- LEED recycling debris documentation
- Unforeseen conditions
- Layout.
- Overtime and after hours work.
- Delays beyond the control of Sunesis

#### CLARIFICATIONS

- This estimate is based upon one (1) mobilization
- Sunesis retains title to all salvage materials and is entitled to sell or dispose of such materials at its discretion and retain the proceeds of any such sales.
- All debris will be removed, handled, transported and dispose of per federal, state and local regulations to an EPA approved landfill
- Retention funds will be due within 30 days of completion of work.
- Owner/ General Contractor shall assist Sunesis with demolition layout.
- This proposal letter shall be listed and an exhibit to our contract with your company for project reference.
- Sunesis will need a minimum two (2) week notice of award prior to mobilization to the project.



**THIS PROPOSAL VALID FOR SIXTY (60) DAYS**

Upon commencement of work, this proposal shall become a binding contract between both parties unless or until superseded by a formal, mutually agreed upon contract, at which time this proposal shall become a part of the new contract document.

Thank you for the opportunity to submit this proposal. If you have any questions or if we can be of further assistance, please do not hesitate to call.

Sincerely,  
Sunesis Environmental

A handwritten signature in black ink, appearing to read 'Chris Zeuch', written over a horizontal line.

Chris Zeuch  
Demolition Estimator

CC:File

Please sign below as authorization to proceed.

A handwritten signature in black ink, appearing to read 'Julie Vonderhaar', written over a horizontal line.  
Authorized Signature

A handwritten date '12/14/17' in black ink.  
Date

### SUBSTITUTION SHEET

All BIDS must be based on the Standards specified BIDDER is to list here any "Substitutions" for which consideration is desired, show the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price", if none if proposed.

BRAND OR MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT	NO CHANGE

It is understood and agreed that the proposal submitted is based on furnishing "Standards" as specified and entitles FAIRFIELD TOWNSHIP, OHIO to require that such named materials and methods be incorporated in the work except as Substitutions, if they were accepted, based on the quotations entered above, are subsequently made a part of the written contract.

**PERSONAL PROPERTY TAX AFFIDAVIT**

STATE OF Ohio

COUNTY OF Butler

The undersigned Chris Hertz,  
being first duly sworn, deposes and says that Chris Hertz,  
the (sole owner, partner, president, secretary, etc.) of Sunesis Environmental LLC,  
(Vice President)

the party submitting the foregoing bid and the party awarded the contract by the Township; that the undersigned was not charged at the time the bid was submitted with any delinquent personal property taxes on the general list of personal property of any county in which Fairfield Township, Ohio has territory of that the undersigned was charged with delinquent personal property taxes on any such tax list in the amount of 0.00, which represents due and unpaid delinquent taxes and due, and unpaid penalties and interest thereon.

Signed: [Signature]

By: Chris Hertz

Title: Vice President

Sworn to before me, a Notary Public, this the 8<sup>th</sup> day of December, 2017.

[Signature]  
Notary Public

My commission expires on 1/18/22.



**MARIA CARCACHE**  
Notary Public, State of Ohio  
My Commission Expires  
January 18, 2022

**LIST OF SUBCONTRACTORS**

**PROJECT:** 2017 HARDEST HITS DEMOLITIONS PROJECT

**ENGINEER:** Sunesis Environmental LLC

**TO:** Fairfield Township

**DATE:** 12/08/2017

LIST SUBCONTRACTORS AND OTHERS PROPOSED TO BE EMPLOYED ON THE ABOVE PROJECT. (To be filled out by the contractor. If no subcontractors or material men are to be used, the Contractor must so state).

**\*\*All work will be self-performed**

Work	Firm	Address	Phone	Representative

**AFFIDAVIT OF INS REGULATORY COMPLIANCE**

STATE OF Ohio )

COUNTY OF Butler )

The affiant being first duly sworn states that he or she is the Vice President  
(Title)

Of Sunesis Environmental LLC, and that he or she on behalf of  
(Company Name)

Sunesis Environmental LLC, hereby certifies that Sunesis Environmental LLC, shall:  
(Company Name) (Company Name)

- A. Comply with all immigration laws, regulations, and requirements in the hiring of employees.
- B. Not hire, recruit, or refer an alien when it is known the alien is unauthorized for employment. Hiring means the actual commencement of employment of an employee for wages or other remuneration. Hiring also includes the use of contracts, subcontracts, or other exchange for service. This would include contracting for labor, and the use of "day" contracts.
- C. Not hire an individual without complying with the employment eligibility verification system as set forth in the Code of Federal Regulations at 8 CFR 274a.
- D. Not continue to employ an alien knowing that the alien is not authorized to work. Such knowledge can be actual knowledge or constructive knowledge. That is, knowledge that can be fairly inferred through notice of certain facts and circumstances which would lead the Subcontractor, through the exercise of reasonable care, to know about a certain condition.
- E. Maintain a compliance system with regard to employment eligibility verification.
- F. Comply with the anti-discrimination requirement contained in the Unfair Immigration Related Employment Practices set forth in 8 USC 1324b.
- G. Acknowledge the right of Fairfield Township to inspect and verify compliance with the above.
- H. Acknowledge, in the event of failure to comply with any of the above, and in the event of failure within three business days after written notice to correct such failures, the right of Fairfield Township, and without prejudice to any other remedy the Township may have, to terminate this contract and finish the work by whatever method the Township may deem expedient. If the costs of completion exceeds such unpaid balance, the affiant and/or Sunesis Environmental LLC (Company Name) shall pay the difference to Fairfield Township.

Further Affiant sayeth naught.

Company: Sunesis Environmental LLC

By: [Signature] Vice President  
(Affiant and Title)

Sworn to before me, a Notary Public, this the 8th day of December, 2017.

Notary Public

My commission expires on 1/18/22



**MARIA CARCACHE**  
Notary Public, State of Ohio  
My Commission Expires  
January 18, 2022



**NON-COLLUSION AFFIDAVIT**

STATE OF Ohio )

COUNTY OF Butler )

CONTRACTOR Sunesis Environmental LLC.

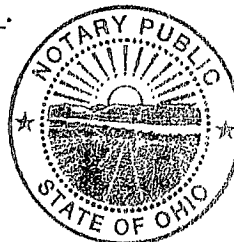
Being first duly sworn, deposes and says that <sup>He is</sup> ~~they are~~ Vice President (sole owners a partner, president, secretary, etc.) of Sunesis Environmental LLC, the party submitting the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price, or of that of any other bidder, or to secure any advantage against Fairfield Township, Ohio awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and further, that said Bidder has not, directly or indirectly, submitted their Bid price or any breakdown thereof, or the contents thereof, or divulged information or at a relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any other individual except that such person or persons as have a partnership or other financial interest with said Bidder in their general business.

Signed: [Signature]

Sworn to before me, a Notary Public, this the 8<sup>th</sup> day of December, 2017.

Notary Public [Signature]

My Commission expires on 1/18/22.



**MARIA CARGACHE**  
Notary Public, State of Ohio  
My Commission Expires  
January 18, 2022

**CAMPAIGN CONTRIBUTIONS AFFIDAVIT IN COMPLIANCE WITH OHIO**  
**REVISED CODE SECTION 3517.13**

STATE OF Ohio )

) SS:

COUNTY OF Butler )

Personally appeared before me the undersigned, a bidder in a competitive bidding for Sunesis Environmental LLC (Name of Entity), for a contract for Demolition and Abatement Services (Type of Product or Service) to be let by Fairfield Township, Butler County, Ohio who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself, herself or the business entity:

- (1) I certify the none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of Five Hundred Dollars (\$500), none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of One Thousand Dollars (\$1,000) to any holder of public office in Fairfield Township or their individual campaign committees:
  - a. Myself;
  - b. Any partner, owner or shareholder of any partnership, corporation, business trust, or other unincorporated business (if applicable);
  - c. Each spouse of any person identified in (a) and (b) of this Section; and
  - d. Each child seven years of age to seventeen years of age of any person identified in (a), (b), and (c) of this section (only applicable to contributions made on or after January 1, 2007).
- (2) Pursuant to the provisions of House Bill 694 as passed by the 126<sup>th</sup> General Assembly, I further certify that none of the following have collectively made since January 1, 2007, and that, if awarded a contract for the purchase of good or services in excess of Five Hundred Dollars (\$500), none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of Two Thousand Dollars (\$2,000) to any holder of public office in Fairfield Township or their individual campaign committees:
  - a. Myself;
  - b. Any partner, owner or shareholder of any partnership, corporation, business trust, or other unincorporated business (if applicable);
  - c. Each spouse of any person identified in (a) and (b) of this Section; and
  - d. Each child seven years of age to seventeen years of age of any person identified in (a), (b), and (c) of this Section.

(3) If further recognize that, knowingly making a false statement on this certification is a fifth degree felony and will subject me and/or my business entity to the penalties set forth under the Ohio Revised Code.

Further, Affiant sayeth naught:

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

Title: Vice President

Sworn to before me, a Notary Public, this the 8<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Notary Public

My Commission expires

1/18/22



**MARIA CARCACHE**  
Notary Public, State of Ohio  
My Commission Expires  
January 18, 2022

**AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR PREVAILING WAGES**

STATE OF Ohio )

) SS:

COUNTY OF Butler )

I, Chris Hertz, Vice President  
Name of Person signing Affidavit Title

OF THE Sunesis Environmental LLC, DO HEREBY CERTIFY  
Name of Contractor or Subcontractor

THAT THE WAGES TO BE PAID TO ALL EMPLOYEES FOR THE FULL NUMBER OF  
HOURS WORKED IN CONNECTION WITH THE CONTRACT FOR

Fairfield Township Hardest Hits Demolition Project  
Description of Project

DURING THE FOLLOWING PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_ IS  
IN ACCORDANCE WITH THE GENERAL PREVAILING WAGE SCALE AS PRESCRIBED  
BY THE CONTRACT DOCUMENTS.

I FURTHER CERTIFY THAT NO REBATES OR DEDUCTIONS FROM ANY WAGES DUE  
ANY PERSON HAVE BEEN DIRECTLY OR INDIRECTLY MADE OTHER THAN THOSE  
PROVIDED BY LAW.

[Signature] Signature of Officer or Agent

SWORN TO AND UNSUBSCRIBED IN MY PRESENCE THIS 8<sup>th</sup> DAY OF  
December, 2017.

[Signature] NOTARY PUBLIC

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before Fairfield Township, Ohio will release the surety and/or make final payment due under the terms of the Contractor.



**MARIA CARCACHE**  
Notary Public, State of Ohio  
My Commission Expires  
January 10, 2022

**ADA AFFIDAVIT OF CONTRACTOR OR SUB-CONTRACTOR**

STATE OF Ohio )

) SS:

COUNTY OF Butler )

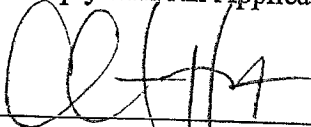
I, Chris Hertz / Vice President (Name of person signing affidavit)

Of this Sunesis Environmental LLC (Name of Contractor or Sub-contractor)

Certify that during performance of all work for Fairfield Township, Ohio in connection with the  
Contract for Fairfield Township Hardest Hits Demolition Project (Name of Project)


The fully Sunesis Environmental LLC (Name of Contractor or Sub-Contractor)

Has and Will Comply with All Applicable Provisions of the Americans With Disabilities Act.

Signed:   
(Signature of Officer to Agent)

Date: 12/08/2017

Sworn to and Subscribed in my presence this 8<sup>th</sup> day of December, 2017.



Notary Public



**MARIA CARCACHE**  
Notary Public, State of Ohio  
My Commission Expires  
January 18, 2022

**EEO AFFIDAVIT**

STATE OF Ohio )

) SS:

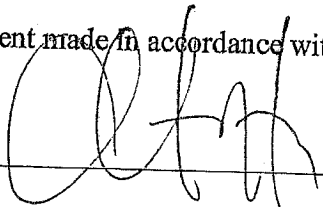
COUNTY OF Butler )

I, Chris Hertz (Affiant), being duly sworn hereby state that I am

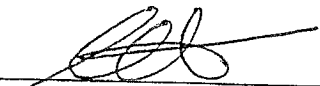
Vice President (Title) of Sunesis Environmental LLC (County)

And that said Company pledges to provide equal opportunity to all employees or applicants for Employment without regard to race, color, creed, national origin, sex or age. Said pledge applies To all matters pertaining to employment including hiring, placement, upgrading, transfer, Demotion, removal, recruitment, pay, training, and layoff.

This statement made in accordance with Title VII of the Civil Rights Act of 1964.

 Affiant

Sworn to before me and subscribed in my presence this 8<sup>th</sup> day of December, 2017.

  
Notary Public

County of butler, State of ohio

My Commission expires: 4/18/22

**BID PROPOSAL FORMS**

**PROJECT:** 2017 HARDEST HITS DEMOLITION

**BIDDER:** Sunesis Environmental LLC

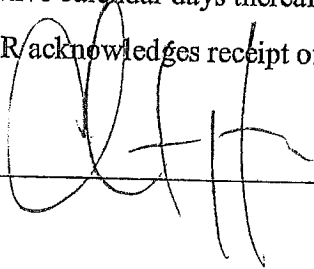
In compliance with your INVITATION FOR BIDS, the undersigned BIDDER(S) hereby proposes to furnish all materials and perform all the work necessary for the construction of the above referenced project, in strict accordance with the CONTRACT DOCUMENTS as prepared by FAIRFIELD TOWNSHIP, OHIO, and within the time set forth within, and at the unit prices stated in the following pages of the PROPOSAL.

By submission of this BID, each BIDDER certifies and in the case of a joint BID, each party thereto certifies as to their 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 commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within sixty days (60) consecutive calendar days thereafter, weather permitting.

BIDDER acknowledges receipt of the following ADDENDUM: #1 Dated 12/01/2017

By



325 Commercial Drive

Address

Vice President

Title

Fairfield, OH 45014

City

12/08/2017

Date

513-283-2498

Phone Number

**BID GUARANTY AND CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned,

Sunesis Environmental LLC as Principal and

(Insert full name or legal title of Contractor and address)

Great American Insurance Company as Surety are hereby

(Insert full name or legal title of Surety)

Held and firmly bound unto FAIRFIELD TOWNSHIP, OHIO.

In the penal sum of the dollar amount of the bid submitted by the Principal to FAIRFIELD TOWNSHIP, OHIO on 12-8-17 to undertake the project known as:

2017 HARDEST HITS DEMOLITION PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's BID to FAIRFIELD TOWNSHIP, OHIO, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to FAIRFIELD TOWNSHIP, OHIO, which are accepted by FAIRFIELD TOWNSHIP, OHIO in no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

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 bond on the above referenced project;

NOW, THEREFORE, if FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and Principal fails to enter into a proper specifications, contract documents, and bill of material; and in the event the Principal pays to FAIRFIELD TOWNSHIP, OHIO the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which FAIRFIELD TOWNSHIP, OHIO may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event FAIRFIELD TOWNSHIP, OHIO does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay FAIRFIELD TOWNSHIP, OHIO 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 perspective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

If FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and the Principal, within ten days after the awarding of the 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 FAIRFIELD TOWNSHIP, OHIO against all damages 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, materialman, and all laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having just claim, as well as for FAIRFIELD TOWNSHIP, OHIO 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 hereunto shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulate 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 way affect the obligations of said Surety on this bond, and it does hereby waive notice or any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this 8th day of December, 2017.

Principal: Sunes's Environmental LLC

By: X

Title: X Vice President

Surety: Great American Insurance Company

Witness: [Signature]

By (Attorney-in-fact) [Signature] Anne Tierney, Attorney-in-Fact

301 East Fourth Street, Cincinnati, Ohio 45202

(Surety Company Address)

USI Insurance Services LLC, 312 Elm Street, 24th Floor, Cincinnati, Ohio 45202

(Surety Agents Name and Address)

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than SIX

No. 0 20694

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PAULETTE M. AERNI	ALL OF	ALL
THOMAS D. CASSADY	CINCINNATI, OHIO	\$100,000,000
THOMAS W. CHATHAM		
ANNE TIERNEY		
RICHARD A. DAVIS		
PAUL J. SCHUELER, JR.		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4TH day of AUGUST, 2015.

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 4TH day of AUGUST, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

DAVID C. KITCHIN (877-377-2405)



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of December, 2017.



*Atty L C B*  
Assistant Secretary

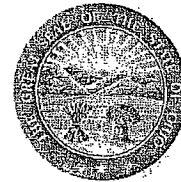
Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

### Certificate of Compliance



Issued 06/27/2017

Effective 07/01/2017

Expires 06/30/2018

I, Jillian Froment, 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

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

GREAT AMERICAN INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$6,851,230,772, liabilities in the amount of \$4,852,363,624, and surplus of at least \$1,998,867,148.

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

Jillian Froment, Director



**GREAT AMERICAN  
INSURANCE GROUP**

301 East Fourth Street  
Cincinnati, OH 45202-4201

GreatAmericanInsuranceGroup.com

**GREAT AMERICAN INSURANCE COMPANY**

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS  
AS OF DECEMBER 31, 2016**

**ADMITTED ASSETS**

Bonds.....	\$ 2,751,319,379
Stocks.....	1,480,974,043
Mortgage loans on real estate.....	233,765,374
Real estate (net of encumbrances).....	58,240,298
Cash and short-term investments.....	484,223,036
Other invested assets.....	315,981,849
Receivable for securities.....	1,910,942
Investment income due and accrued.....	24,045,947
Agents' and premium balances.....	530,481,763
Reinsurance recoverable on loss and loss expense payments.....	55,681,895
Net deferred tax asset.....	233,731,204
Receivable from affiliates.....	7,663,444
Receivable from Federal Crop Insurance Corporation.....	430,736,055
Company owned life insurance.....	173,652,265
Funds held as collateral.....	21,883,445
Funded deductibles.....	22,187,733
Other admitted assets.....	24,752,100
<b>Total.....</b>	<b>\$ 6,851,230,772</b>

**LIABILITIES, CAPITAL AND SURPLUS**

Unpaid losses and loss expenses.....	\$ 2,828,879,902
Reserve for underwriting expenses.....	268,411,434
Federal and foreign income taxes.....	14,018,337
Reserve for unearned premiums.....	1,104,230,382
Ceded reinsurance premiums payable.....	83,663,531
Funds held under reinsurance treaties.....	463,201,443
Retroactive reinsurance ceded.....	(107,381,676)
Other liabilities.....	192,340,271
<b>Total liabilities.....</b>	<b>4,852,363,624</b>
 Capital stock.....	 \$ 15,440,600
Paid in surplus.....	638,362,982
Special surplus funds.....	102,381,676
Unassigned funds.....	1,242,681,890
Policyholders' surplus.....	1,998,867,148
<b>Total.....</b>	<b>\$ 6,851,230,772</b>

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

SS:

COUNTY OF HAMILTON

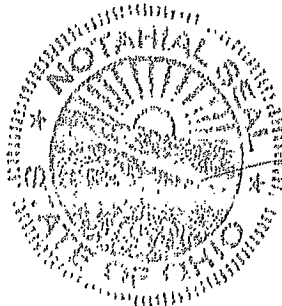
Robert J. Schwartz, Vice President and Controller, and Stephen Bernha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of 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 Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended; 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2016.

Subscribed and sworn to before me

this 17th day of February, 2017.

Public Notary

JENNIFER A. MEYER  
Notary Public, State of Ohio  
My Commission Expires 11-08-2021



*[Signature]*  
Controller

*[Signature]*  
Assistant Secretary