

**GUARANTEED MAXIMUM COST REIMBURSEMENT AGREEMENT
FOR
Columbus Museum of Art**

This Guaranteed Maximum Cost Reimbursement Agreement (this “Agreement”), is entered into pursuant to Ordinance No.0641-2011, passed the _____ day of _____, 2011 is made and entered into this _____ day of _____, 2011 by and between the City of Columbus, State of Ohio, acting by and through its Director of Recreation and Parks, hereinafter designated the “CITY”, and the, Columbus Museum of Art, an Ohio non-profit organization, hereinafter designated the “DEVELOPER”; and

WHEREAS, DEVELOPER owns the building and real property known as the Columbus Museum of Art located at 480 E. Broad St., Columbus, Oh. 43215 (the “Museum”); and

WHEREAS, CITY is the lessee of the Museum pursuant to a lease dated _____ and attached hereto as Exhibit A; and

WHEREAS, the CITY has determined that it is in the CITY’S best interest enter into this Agreement with DEVELOPER for purposes of renovating and improving the Museum and surrounding grounds; and

WHEREAS, in order to facilitate the renovation of the Museum, it is necessary for the CITY and DEVELOPER to enter into this Agreement for purposes of setting forth the terms and conditions therein; and

NOW THEREFORE, the parties hereby agree as follows:

Article I. DEFINITIONS:

- A. “Contract Documents” shall mean collectively: a) this Agreement, including all exhibits and attachments as the same may be modified and supplemented from time to time; and b) all detailed engineering plans and specifications developed and approved pursuant to this Agreement; and c) the technical specifications set forth in the most recent edition of the “Building Code of Central Ohio” applicable to the construction of public gathering places; and d) the City of Columbus Construction and Material Specification (“CMS”) for all construction.
- B. “Cost of Work” is defined as the total consideration paid by DEVELOPER for the design and construction of the Improvements and all other costs associated with the Improvements.
- C. “Plans” means all engineering plans, specifications and architectural drawings, including initial drawings.
- D. “Guaranteed Maximum Cost” means the total amount permitted to be reimbursed by CITY for the design and construction of the Improvements, which total shall not exceed Six hundred fifty thousand Dollars (\$,650,000,.00).
- E. “Improvements” means the improvements described in the Contract Documents, which, prior to approval of the final plans pursuant to Article II(C), are generally described in Exhibit B, initial drawings and Exhibit C, Projected Project Schedule/Payment Schedule/Budget, attached hereto and made a part hereof. Upon approval of the final plans, the Improvements shall be as set forth in the final plans.
- F. “Work” means the design and construction of the Improvements.

Article II. GENERAL CONSIDERATIONS:

A. In consideration of the promises of the CITY set forth herein, DEVELOPER, its successors and assigns, jointly and severally agree to subcontract with qualified engineer(s), architect(s), subcontractor(s), and sub-subcontractor(s) to engineer, design and construct the Improvements in accordance with approved Plans. The CITY retains the right to review, comment and approve drawings and plans prior to the commencement of construction. All plans and specifications shall conform to those sections of the most recent edition of the "Building Code of Central Ohio" manual that are applicable to said Improvements, and to all current applicable City of Columbus Standard Drawing requirements, and to the standards contained in the most recent edition of the CMS. DEVELOPER shall be responsible for complying with all other Federal, State and Local laws, including but not limited to the Americans with Disabilities Act. No construction on any phase shall begin, nor any cost incurred for any phase of construction, until the CITY reviews the cost of that construction and gives its approval pursuant to Article IV.

B. In communications with DEVELOPER, the CITY shall respond in a timely manner, and CITY approvals required or permitted under this Agreement will not be unreasonably conditioned, withheld, or delayed.

C. The CITY and DEVELOPER acknowledge and agree that as of the date of this Agreement, final engineering plans for the Improvements have not yet been prepared or approved by the CITY. Upon finalization of said plans and approval thereof by the CITY, Exhibit B hereto shall be amended and modified by substituting in its entirety amended Exhibit B which shall set forth in detail a full itemization and description of the final plans for and delineation of the Improvements as so approved, from time to time, by the CITY and Exhibit C shall be amended and modified if and as appropriate as a consequence of the aforesaid amendments and modifications to said Exhibit B.

Article III. DESIGN PHASE

A. DEVELOPER shall be responsible for securing the services of licensed and qualified engineers and architects (as appropriate for the Work) that will be required to exercise the standard of care normally exercised by licensed and qualified engineers and architects engaged in performing comparable services in central Ohio.

B. The CITY retains the right to review, comment and approve drawings and plans prior to any construction of Improvements. All plans and specifications shall conform to those sections of the most recent edition of the "Building Code of Central Ohio" manual that are applicable to said Improvements, and to all current applicable City of Columbus Standard Drawing requirements, and to the requirements contained in the most recent edition of the CMS.

C. No construction of Improvements shall begin under this Agreement until the CITY approves the final Plans

D. The guaranteed maximum cost amount the CITY is obligated to pay is Six hundred fifty thousand dollars and no cents (\$650,000.00). If the Cost of Work is less than the guaranteed maximum cost, DEVELOPER shall not be entitled to the remaining amount.

CITY shall not be liable for any costs associated with the Improvement above the guaranteed maximum cost amount.

E. The CITY shall make progress payments up to the amount set forth in Section D above in accordance with Exhibit C upon submittal of invoices pursuant to Article VI.

Article IV. CONSTRUCTION PHASE:

A. DEVELOPER agrees to act as general contractor for the construction of the Improvements and to contract for the construction of the Improvements in DEVELOPER's name with a subcontractor selected in accordance with the procedure set forth in (i) through (vii) below. DEVELOPER shall:

- i. Secure the approval of the CITY'S Director of Recreation and Parks of bid specifications to be used in bidding and awarding the construction of the Improvements, whose approval shall be in a timely manner and not unreasonably withheld, conditioned, or delayed; and
- ii. Provide the CITY with a detailed cost estimate for the Improvements; and
- iii. After receiving concurrence and approval from the CITY, advertise for bids for the construction of the Improvements not less than twice in the CITY Bulletin; and
- iv. In the presence of the CITY, accept only sealed bids publicly; and
- v. Open bids no sooner than two (2) weeks after the last publication of such advertisements; and
- vi. Accept no bids from any subcontractor or supplier affiliated with DEVELOPER; and
- vii. Award a subcontract(s) for the construction of the Improvements to the lowest, responsive, best and responsible bidder. If in DEVELOPER's opinion the bids submitted are unresponsive or unacceptable, then DEVELOPER, after presentation to, and approval by, the Director of Recreation and Parks of the justification for such action, may reject all bids and rebid.

Article V. PROJECT GUARANTY:

A. DEVELOPER warrants that it will exercise, or cause to be exercised, in the performance of the Work the standard of care normally exercised by qualified engineering, architectural and construction organizations engaged in performing comparable services. DEVELOPER further warrants, or will cause to be warranted, that the Work shall be free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work. DEVELOPER shall, at its own expense:

- i. Correct or re-execute, or cause to be corrected or re-executed, any of the Work that fails to conform with the requirements of the Contract Documents and appears during the prosecution of the Work.
- ii. Correct, or cause to be corrected, any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after final written acceptance of the Work; and
- iii. Replace, repair, or restore, or cause to be replaced, repaired, or restored, any parts of the Work or any of the fixtures, equipment, or other items placed therein that are injured or

damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto. Should DEVELOPER fail to make, or cause to be made, corrections required by this Article V, then the CITY, following sixty (60) days' prior written notice to DEVELOPER (or, if such corrections cannot be reasonably completed within such sixty (60) day period, following such period as DEVELOPER is diligently pursuing the completion of such corrections), may do so at the reasonable and customary expense and for the account of DEVELOPER.

Article VI. REQUEST FOR PAYMENT:

A. The CITY shall reimburse DEVELOPER for the Cost of Work up to a maximum amount of Six hundred fifty thousand dollars (\$650,000) as authorized by the previously referenced Ordinance.

B. DEVELOPER agrees that the maximum reimbursement for the Cost of Work will be limited to costs associated with those items specifically described or delineated within Exhibits B. The CITY reserves the exclusive right to consider authorizing reasonable increases and/or decreases in said items, or approving new items that are deemed reasonable to the successful completion of the project, in the event that such increases and/or decreases or new items would not cause the cost to exceed the Guaranteed Maximum Cost. In the event that the cost therein does not exceed the Guaranteed Maximum Cost, the consent of the CITY shall not be unreasonably withheld, conditioned, or delayed. DEVELOPER and the CITY may amend Exhibits B and C from time to time in accordance with the foregoing provisions.

C. For purposes of determining the amount eligible to be reimbursed by the CITY, DEVELOPER shall be required to keep complete and accurate books of account showing the entire Cost of Work and shall provide the following items as documentation of reimbursable project related expenditures, in the form acceptable to the Department of Recreation and Parks and the CITY Auditor:

- i.** Invoices – Three (3) copies of all construction contract invoices that are applicable to the construction of the Improvements, as defined in Section 1 hereof. Invoices are required to be itemized, so as to provide a clear definition of the work performed; and
- ii.** Payment Documentation -- Three (3) copies of the front and back of all checks made payable to the contractor(s) and supplier(s) who performed work or supplied materials for the Improvements, and limited to those items in Exhibits B, together with a certification signed by DEVELOPER's third-party construction manager, if retained by DEVELOPER (and signed and sealed by the project engineer) certifying as to costs and quantities relative to the completed Improvements (the "Independent Certification").

D. When DEVELOPER completes a specific phase or portion of the Work (as designated on the Payment Schedule) and submits a request for payment in accordance with this Article 6 and the Payment Schedule, DEVELOPER must also include an Affidavit from the architect certifying that the Work has been completed in accordance with the plans (the "Architect's Affidavit"). After reviewing the request for payment and Architect's Affidavit, the CITY may elect, at its sole and absolute discretion, to perform an inspection of the Work to confirm that the Work for which payment is being requested has been performed in accordance with the Contract Documents. If items remain which must be completed or

remedied in that phase or portion of Work by DEVELOPER, as reasonably determined by the CITY, DEVELOPER shall perform or cause to be performed the work within a reasonable time upon being provided with a “punch-list” that identifies all of the items that need to be completed.

E. When all phases or portions of the Work are completed, DEVELOPER shall request a final inspection by the CITY’s Director of Recreation and Parks. The CITY shall then inspect the Improvements promptly and, if items remain which must be completed or remedied by DEVELOPER in order to comply with the Contract Documents, as reasonably determined by the CITY, DEVELOPER shall commence to perform or cause to be performed the work promptly upon being notified and shall diligently pursue the completion of the same. All Work must pass final inspection, and include the Architect’s Affidavit and Independent Certification with respect to the final payment and have the approval of the Director of Recreation and Parks, before final payment will be made by the CITY.

F. Withholding from Payments

Any provision hereof to the contrary notwithstanding, City may withhold from any payment due or to become due to the DEVELOPER, amounts sufficient to reimburse City for its expenditures and to secure past due payments to materialmen and subcontractors. In no event shall any interest be due and payable to City, DEVELOPER, any subcontractor, or any other party on any of the sums retained by City.

Article VII. INSURANCE REQUIREMENTS:

A. DEVELOPER shall take out and maintain, or cause to be taken out and maintained, during this Agreement until the Work is complete and approved, such Commercial Liability (Bodily Injury and Property Damage) Insurance as shall protect them and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement, whether such operations are performed by DEVELOPER, or by any subcontractor or by anyone directly or indirectly employed by them. SUCH INSURANCE POLICY SHALL INCLUDE THE CITY AS AN ADDITIONAL NAMED INSURED. DEVELOPER shall maintain, or cause to be maintained, coverage of the types and in the amounts as specified below. The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY	
EACH PERSON	\$500,000.00
EACH ACCIDENT	\$1,000,000.00
PROPERTY DAMAGE LIABILITY	
EACH ACCIDENT	\$500,000.00
ALL ACCIDENTS.	\$1,000,000.00

B. DEVELOPER shall require all contractors and subcontractors to carry a policy of Builder’s Risk Insurance in amounts equal to the replacement cost of the Work which is the subject of this Agreement. The CITY shall be a named insured on such policy of insurance.

C. Professional liability insurance, either a practice policy or project policy, shall be carried by each of the architect and engineer in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate for all claims for negligent performance. CITY shall be a named insured on the policy. Coverage shall be maintained in force for a period ending two years after substantial completion of construction.

D. Furthermore, the DEVELOPER shall require any architect(s) and/or engineer(s) with whom it contracts to carry valuable papers insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the contract, in the event of their loss or destruction, until such time as the contract is complete.

All of the above mentioned types of insurance shall remain in full force and effect during this Agreement. Prior to execution of this Agreement, DEVELOPER will provide, or cause to be provided, an original certificate(s) of the insurance policy as proof of such insurance coverage. Delivery of the Certificate of Insurance shall not take the place of, nor relieve DEVELOPER of the obligation to provide the policy of insurance which shall include the CITY as a named insured. An “umbrella” type policy with limits specified herein may be submitted for this requirement, with the CITY as named insured. Insurance may not be changed or canceled unless the insured, including the CITY, are notified in writing not less than thirty days prior to such change or cancellation. If any part of the Work is subcontracted, DEVELOPER is responsible for the subcontracted part being adequately covered by insurance hereinabove described. Cancellation or lapse of insurance coverage during this Agreement shall be considered a default by DEVELOPER.

Article VIII. MISC PROVISIONS:

A. ACCEPTANCE OF THE WORK: Acceptance of the Improvements by the CITY shall not relieve DEVELOPER of its responsibility for defects in material or workmanship as set forth in Article V.

B. RECORD PLAN DRAWINGS: DEVELOPER shall be responsible for requiring and compensating the design engineer and/or architect for the preparation of final record plan drawings for the subject project in accordance with the guidelines established by the CITY. The cost for preparation of final record plan drawing preparation is reimbursable to DEVELOPER by the CITY as Cost of Work.

C. LIABILITY: DEVELOPER shall indemnify, defend and hold harmless, or cause to be indemnified, defended and held harmless, the CITY, its agents, and employees from and against any and all suits or claims for damages or losses arising or allegedly arising out of, or resulting from its performance of the Work, by DEVELOPER, its contractors, subcontractors, agents, employees or representatives. The DEVELOPER shall require all contractor and subcontractor agreements to include indemnification language as found above. DEVELOPER shall promptly reimburse, or cause to be reimbursed, the CITY and its successors and assigns, for any cost, expense or attorney’s fees incurred on account of any such suit or claim incurred in enforcing the terms of this contract. This indemnification provision is agreed by DEVELOPER to expressly waive the DEVELOPER’s immunity, if any, as a complying employer under Section 35, Article II of the Ohio Constitution and Worker’s Compensation laws of the Ohio Revised Code from indemnifying and holding the CITY harmless from claims by employees, agents or contractors of DEVELOPER. This

indemnity does not cover (a) any injuries or damages occurring after the completion of construction of the Improvements by DEVELOPER, or (b) any injuries or damages arising out of any action or inaction of the CITY or its agents or employees.

DEVELOPER shall be responsible for the accuracy of the services and shall promptly make or cause to be made necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the CITY. Acceptance of the services by the CITY shall not relieve DEVELOPER of responsibility for subsequent correction of the negligent act, error or omission or for clarification of ambiguities. During construction or any phase of work performed by DEVELOPER's subcontractor(s) under this Agreement, DEVELOPER shall cause the subcontractor(s) to confer with the CITY when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission without additional compensation, even though final payment may have been received by DEVELOPER. DEVELOPER shall use good faith efforts to cause the subcontractor(s) to give immediate attention to these changes so there will be a minimum of delay.

In the event of any negligent act, error or omission which the CITY determines to be the responsibility of DEVELOPER in any phase of the services, the correction, repair or reconstruction of which may require additional field or office work, DEVELOPER shall be promptly notified and shall correct such services as may be necessary without undue delay and without additional costs to the CITY.

DEVELOPER shall assume the defense of and indemnify and save harmless the CITY from any claims or liabilities of any type or nature to any person, firm or corporation, arising from the DEVELOPER and/or its architect, engineer or subcontractor(s)' errors, omission or negligent acts in the performance of the Work and DEVELOPER shall pay any judgment obtained or growing out of said claim or liabilities.

D. TRAFFIC CONTROL REQUIREMENTS: DEVELOPER shall be responsible for ensuring the provision of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during performance of the Work. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the "Ohio Manual of Traffic Control Devices for Construction and Maintenance Operation."

E. PREVAILING WAGE: For the construction of the Improvements, DEVELOPER shall comply with the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. Payment of services of the CITY's Prevailing Wage coordinator are included in the Cost of Work. This provision shall apply for all subcontracts for construction services procured by DEVELOPER under the terms of this Agreement.

F. PERFORMANCE AND PAYMENT BOND: DEVELOPER agrees to provide, or cause to be provided, a contract performance and payment bond(s) which shall name DEVELOPER and the CITY as co-obligees in the form provided by Section 153.57 of the Ohio Revised Code, and in conformance with Section 103.05 of the City of Columbus Construction and Material Specification Manual ("CMSC"), and which shall cover the cost of the Improvements, including a guarantee period of one (1) year as set forth in Article V hereof.

G. COST OF WORK IN EXCESS OF GUARANTEED MAXIMUM COST: Unless otherwise agreed in writing by the CITY and DEVELOPER, DEVELOPER agrees to assume and pay any Cost of Work in excess of the Guaranteed Maximum Cost and to indemnify the CITY against any Cost of Work in excess of the Guaranteed Maximum Cost as authorized by the previously referenced Columbus City Ordinance.

H. LEGAL JURISDICTION: All claims, counterclaims, disputes and other matters in question between the CITY, its agents and employees, and DEVELOPER, its contractors, subcontractors and agents, arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

I. CITY INCOME TAX WITHHOLDING: DEVELOPER hereby further agrees to withhold, or cause to be withheld, all City Income Taxes due or payable under the provisions of Chapter 361, Columbus City Codes, 1959, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter for services performed under this Contract.

J. EQUAL OPPORTUNITY CLAUSE: DEVELOPER, contractor, subcontractors and agents will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. DEVELOPER, contractor, subcontractors and agents will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. DEVELOPER, contractor, subcontractors and agents agree to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

i. DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

ii. It is the policy of the CITY that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the CITY. DEVELOPER shall permit access to any relevant and pertinent reports and documents by the Administrator for the sole purpose of verifying compliance with this paragraph, and with the regulations of the Contract Compliance Office. All such materials provided to the Administrator by DEVELOPER shall be considered confidential. In addition, pursuant to Title 39 of the Columbus Code, Section 3907.06, where invitations for bids are advertised, the following notice shall be included in the advertisement: Each responsive bidder shall submit, with its bond, a contract compliance certification number or a completed application for certification.

iii. DEVELOPER and each subcontractor will include a summary of this equal opportunity clause in every subcontract. The subcontractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the equal opportunity clause.

iv. DEVELOPER will not obstruct or hinder the Administrator or his deputies and assistants in the fulfillment of the duties and responsibilities imposed by Article I, Title 39 of Columbus City Code.

v. DEVELOPER agrees to refrain from subcontracting any part of this Agreement, or modification(s) thereto, to a contractor not holding a valid certification number as provided for in Article 1, Title 39, Columbus City Code.

vi. Failure or refusal of DEVELOPER or subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Agreement.

K. ENTIRE AGREEMENT: This Agreement shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.

Article IX. ADDITIONAL DOCUMENTATION:

A. At the time of Execution of this Agreement, DEVELOPER shall provide the following document exhibits to be hereby incorporated into and made part of this Agreement as though specifically rewritten herein:

i. Executed Lease agreement dated (Exhibit A)_____

ii. Description of work/ conceptual drawings in the form of (Exhibit B) and Projected project schedule and budget in the for of (Exhibit C)

iv. Contract Signature Authorization Affidavit, in form of attached Exhibit D

vi. Payment Affidavit by Contractor/Supplier, in the form of Exhibit E

vii. Insurance Forms: Public Liability, Automobile, Property Damage Insurance, in the form of (Exhibit F)

viii. Ohio Worker's Compensation Certificate of Insurance from Columbus Museum of Art's sub-contractor, in the form of (Exhibit G)

ix. Declaration of Material Assistance, in the form of Exhibit H

Article XI. SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates appearing below.

DEVELOPER: Columbus Museum of Art

THE CITY OF COLUMBUS

By: _____
Print Name: _____

By: _____
Alan D. McKnight

Title: _____

Title Director, Recreation and Parks

Date: _____

Date: _____

APPROVED AS TO FORM:
Richard C. Pfeifer, Jr., City Attorney

EXHIBIT “B”

**DETAILED PLANS
FOR IMPROVEMENTS**

EXHIBIT "C"

PROJECTED PROJECT SCHEDULE
PAYMENT SCHEDULE
BUDGET
FOR MUSEUM IMPROVEMENTS

EXHIBIT "D"

CONTRACT SIGNATURE AUTHORIZATION AFFIDAVIT

(To be filled in and executed by **Columbus Museum of Art**)

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that he or she is
(Officer) _____ of (Name of Organization) _____
_____ The (Corporation/Partnership, etc.) _____
_____ organized and existing under and by virtue of the laws of the STATE OF OHIO and
having its principal office at

Number and Street

City

County

State

Affiant further says that he is familiar with the records, minute books and by-laws of

Name of Organization

Affiant further says that _____ is _____
Name of Officer Title

Of the Organization is duly authorized to sign the Contract for:

Columbus Museum of Art Improvements

For said Organization by virtue of _____ (State whether a
provision of by-laws or a resolution of the Board of Directors. If by resolution, give date of
adoption.)

Affiant

Sworn to before me and subscribed in my presence this ____ day if _____ 20_____.

Notary Public

My Commission expires: _____, 20__

EXHIBIT E

Payment Affidavit by Contractor/Supplier

Contract Number _____ Partial Estimate Number _____
CIP Number _____ Amount \$ _____
Project Name _____

To: Director of Recreation and Parks
Columbus, Ohio

I hereby certify that in accordance with CMSC 109.07, all material bills and all bills for subcontracted work related to the work completed and paid for by the City under the last previous estimate have been paid by the undersigned company, with the exception for the following items:

(Company)

By: _____
Date: _____
STATE OF OHIO
COUNTY OF _____

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me the subscriber, a Notary Public in and for said county, personally came the above named

(Name)

(Company)

(Address)

the contractor in the foregoing affidavit and acknowledged the signing of same to be his or her voluntary act and deed for the purposes herein mention.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed by official seal on the day and year last aforesaid.

Notary Public

SEAL

My Commission Expires: _____

Exhibit F

Insurance Forms: Public Liability, Automobile, Property Damage Insurance

Exhibit G

Ohio Worker's Compensation Certificate of Insurance