

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Saratoga Springs ("Owner") and Amz Construction Services, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The base bid includes the complete replacement of the existing metal roof system and replacement of the existing HVAC unit on the roof. Bid Alternate 1 includes power washing, sealing and joint repairs to the masonry block walls.

Bid Alternate 1 includes power washing, sealing and joint repairs to the masonry block walls.

ARTICLE 2 – THE PROJECT

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2015-35– VERNON RINK LOWER ROOF REPLACEMENT

ARTICLE 3 – ENGINEER

3.01 The project has been designed by the Office of the City Engineer, which will assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contractor Documents. The City Engineer will act as the Owner's representative.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The work which the Contractor is required to perform under this contract shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. The Contractor shall have 60 calendar days to substantial completion and 70 calendar days to final completion of the work from the date of Notice to Proceed. This includes lead-time for materials.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ 106,900.00

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
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The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities in the Bid Proposal. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment at the appropriate phases of completion during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentages indicated on the approved schedule of values but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. ~~_____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
- b. ~~_____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

- B. ~~Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to _____ percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less _____ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement
 2. Performance bond
 3. Labor & Materials bond
 4. General Conditions
 5. Supplementary Conditions
 6. Specifications
 7. Attachment 1
 8. Certificate of Insurance
 9. Executed Risk & Safety Agreement
 10. Addenda
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 9-15-15 (which is the Effective Date of the Agreement).

OWNER:

City of Saratoga Springs

By: _____

Title: _____

City Council Approval: 9-15-15

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Amz Construction Services

By: [Signature]

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Title: Project Manager for AMZ

Address for giving notices:
299 McDougall Road
Pattersonville NY 12137

License No.: _____

(Where applicable)

Agent for service of process:



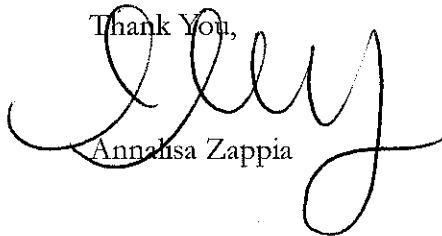
September 9, 2015

City of Saratoga
Re: IFB # 2015-13 Vernon Rink Lower Roof Replacements
474 Broadway
Saratoga Springs, NY 12866

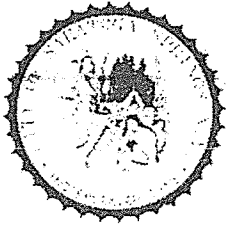
To Whom It May Concern:

We have ordered the bond for the following project: IFB # 2015-13 Vernon Rink Lower Roof Replacements. Please call if you have any questions.

Thank You,

A handwritten signature in black ink, appearing to read "Annalisa Zappia", is written over the typed name. The signature is fluid and cursive, with a large loop at the end.

Annalisa Zappia



BID PROPOSAL

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2015-35- VERNON RINK LOWER ROOF REPLACEMENT

IFB Opening: Friday, SEPTEMBER 4, 2015 at 2:00 p.m.

AND RETURN TO:
City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866

BID PROPOSAL SUBMITTED BY

Bidder: Am2 Construction Services, Inc.

(Contractor)

DEAR COMMISSIONER:

The undersigned has inspected the proposed work site, reviewed the instructions to bidders and specifications and hereby agrees to provide all labor, delivery, removals, accessories, materials, machinery, tools, testing equipment, and other means of construction necessary to complete work as outlined in these project documents.

The work which the Contractor is required to perform under this contract shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. The Contractor shall have 60 calendar days to substantial completion and 70 calendar days to final completion of the work from the date of Notice to Proceed. This includes lead-time for materials.

LUMP SUM PRICE	
IN WRITING:	
BASE BID WRITTEN IN WORDS: = \$ <u>Ninety nine thousand four hundred, ¹/₁₀₀ dollars</u>	
TOTAL BID WRITTEN IN WORDS (BASE BID + BID ALTERNATE 1 + FIVE THOUSAND DOLLAR ALLOWANCE): = \$ <u>One hundred six thousand nine hundred, ¹/₁₀₀ dollars</u>	
IN NUMERALS:	
BASE BID (IN NUMERALS):	\$ <u>99,400⁻</u>
BID ADD ALTERNATE 1 (IN NUMERALS):	\$ <u>2,500⁻</u>
ALLOWANCE:	\$5,000.00
TOTAL BID IN NUMERALS (BASE BID + BID ADD ALTERNATE 1 + \$5,000.00): =	\$ <u>106,900⁻</u>

BASE BID:

Generally, work includes the services of qualified contractors as follows:

The base bid includes the complete replacement of the existing metal roof system and replacement of the existing HVAC unit on the roof.

BID ALTERNATES:

Bid Alternate 1 includes power washing, sealing and joint repairs to the masonry block walls.

BID BOND OR BID DEPOSIT:

A bid bond or bid deposit check for 10% of the total bid price, made payable to the Commissioner of Finance is attached in the amount of \$ 10% security as required by the Instructions to Bidders for the project.

ALLOWANCE:

Bid includes a \$5,000.00 allowance for additional work that the Owner may request from the bidder for unforeseen conditions during the project. Allowance is to be in accordance with Paragraph 11.02 C Contingency Allowance of the Standard General Conditions of the Construction Contract.

UNIT PRICES (FOR OWNERS INFORMATION – THIS IS A LUMP SUM BID):

Not used.

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Addendum:

Addendum No. 1 dated Aug. 26, 2015

Addendum No. _____ dated _____

The foregoing proposal (s) include all labor, supervision, material, taxes (if any), overhead, bond costs, profit and other considerations normally included in construction contract costs.

The Undersigned understands that the Owner reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within sixty (60) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, he will: (1) Commence work upon receipt of the executed contract, (2) that he will provide bonds as required, (3) that he will commence active construction work at the site as outlined in the Notice to Proceed, (4) that he will substantially complete the work in its entirety, ready for use by the Owner as per the project documents.

Date: September 4, 2015

Signed: [Signature] (Principal of Company)

Printed Name: Annalisa Zappia Title: President

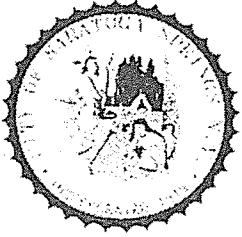
Company: Amz Construction Services, Inc.

Address: 299 McDougall Road
Pattersonville NY 12137

Telephone Number: 518-887-2919 Fax Number: 518-887-2616

Cellular Number: _____

Email: AmzConstructionServices@hotmail.com



City of Saratoga Springs
OFFICE OF COMMISSIONER OF ACCOUNTS

Purchasing Department
474 Broadway
Saratoga Springs, New York 12866

Telephone 518-587-3550
Fax 518-587-6512

JOHN P. FRANCK
COMMISSIONER
MAIRE MASTERSON
DEPUTY COMMISSIONER

August 26, 2015

ADDENDUM #1

Vernon Rink Lower Roof Replacement – Bid#2015-35

The following provides information discussed at yesterday's pre-bid meeting at the Vernon Rink as well as additional clarifications. This is being issued as Addendum 1 and is included as part of the bid documents:

1. SECTION 012300 ALTERNATES:

For bidding purposes assume 100 lf of joint rake out, cleaning and repointing in the exterior block masonry. Provide a unit cost below for Owners information:

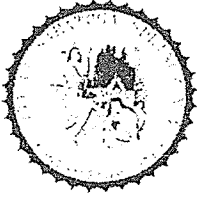
Rake out, clean and repoint joint: \$ 25⁰⁰ per linear foot.

2. ENGINEERS ESTIMATE:

A detailed engineers cost estimate is not available for this project. For bonding purposes use \$90,000 total cost including Bid Alternate 1. This does not include the \$5000 allowance.

3. There are no plans available on file in the City Engineers Office. Coordinate site visits for field measurements with DPW Recreation Dept. foreman Gary Benincasa at 365-8890.
4. The pre-bid meeting sign-in sheet is attached herewith.

Bidders are reminded to acknowledge receipt of Addendum 1 on the Bid Proposal Form.



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. AMZ Construction Services, Inc.
2. Permanent main office address. 299 McDougall Road Pattersonville NY 12137
3. Year organized. 2008
4. If a Corporation, where incorporated. New York
5. How many years have you been engaged in the contracting business under your present firm or trade name? 8 year
6. Provide three (3) references (list amount of each contract and the agency contact person, phone, and email address).

PROJECT NAME / AMOUNT	CONTACT NAME	PHONE	EMAIL
Thacher State Park	JASON PENGE	584-2000 EXT 201	JASON.PENGE@PARKS.NY.GOV
M.S.H.A. (Mine & Safety)	DMITRIY BETSER	(212) 264-1767	dmitriy.betsr@gsa.gov
Gore Residence	Nancy Gore	(518) 795-0405	ngore7@ptc10anc.t.net

7. General character of work performed by your company.
General Construction
8. Have you ever defaulted on a contract? If so, where and why?
NO
9. Have you ever failed to complete any work awarded to you? NO
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
\$1,485,979.22 Thacher State Park August 2015
\$496,220.00 Avenill Park, NY July 2013

\$454,000 Saratoga State Park March 2014
\$484,812.61 Dutch Mart Amsterdam NY Sept. 2011

11. List your major equipment available for this contract.

12. Background and experience of the principal members of your organization, including the officers.

13. Credit available: \$200,000.⁰⁰

14. Give bank reference: NBT Bank Amsterdam Branch Manager

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the local public agency? YES

16. List the subcontractors you plan to work with on this project. They also need to submit the required levels of insurance outlined in the Risk & Safety Attachment.

17. Does your business sponsor an active apprenticeship program? NO

Is the program registered with the NYS Department of Labor? _____

THE UNDERSIGNED hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Local Public Agency in verification of Bidder's Qualifications.

Dated this day of: September 4, 2015

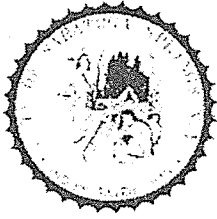
Signature: [Handwritten Signature]

Printed name: Annalisa Zappia

Title: President

Company: AMZ Construction Services, Inc

Company Address: 299 McDougall Road
Pattersonville NY 12137



Acknowledgements

The Undersigned understands that the City reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, the undersigned will:

- (1) Commence work upon receipt of the executed contract,
- (2) provide bonds as required,
- (3) commence active construction work at the site as outlined in the Notice to Proceed,
- (4) substantially complete the work in its entirety, ready for use by the City as outlined in the project documents..

Signed: *[Signature]*

Printed Name: Annalisa Zappia

Title: President

Company: AM2 Construction Services, Inc.

Address: 299 Mc Dougall Road
Pattersonville NY 12137

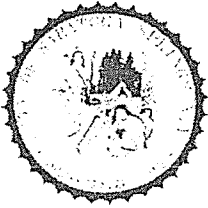
Date: 9/4/15

Telephone Number: 518-887-2919

Cellular Number: _____

Facsimile Number: 518-887-2616

Email Address: AM2 Construction Services@hotmail.com



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of your firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification
Section §139(d) State Finance Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

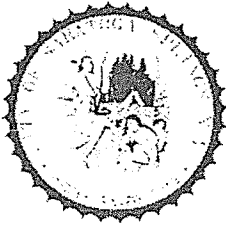
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: [Handwritten Signature] Print Name: Annalisa Zappia
Title: President Date: 9/4/15

Company: AM2 Construction Services Inc. Address: 299 McDougall Rd
Pattersonville NY 12137

Subscribed to under penalty of perjury under the laws of the State of New York, this 4th day of September 2015 as the act and deed of said corporation of partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

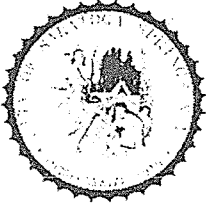
- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
 - The City expects vendors/suppliers to respect the City's rules and procedures.
 - Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
 - Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
 - Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
 - Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
 - Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
 - Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
 - Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
1. Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: *[Handwritten Signature]* Printed name: Annalisa Zappia
 Title: President Date: 9/4/15
 Company Name: Am2 Construction Services, Inc



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services

City Project Number: Bid # 2015-35 City Project Name: VERNON RINK LOWER ROOF REPLACEMENT
 City Department: ENGINEER Department Contact Person: DEBORAH LABRECCHIE City Ext. 2616
 Company Name: AM2 Construction Services Inc
 Company Address: 299 McDougall Road Pattersonville NY 12137
 Company Telephone No.: 518-887-2919 Company Fax No.: 518-887-2616
 Contractor Primary Contact for This Project: Norman Genais Title: Project Manager

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance**: Three Million Dollars per Occurrence Aggregate
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

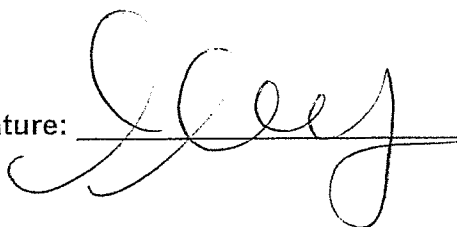
It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all

other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Contractor shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature:  Date: 9/4/15



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649

Phone: (518) 437-6400

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 262453115
AMZ CONSTRUCTION SERVICES INC
299 MCDUGALL RD
PATTERSONVILLE NY 12137

POLICYHOLDER AMZ CONSTRUCTION SERVICES INC 299 MCDUGALL RD PATTERSONVILLE NY 12137	CERTIFICATE HOLDER CITY OF SARATOGA SPRINGS 474 BROADWAY SARATOGA SPRINGS NY 12866
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POLICY NUMBER A2196 123-0	CERTIFICATE NUMBER 976520	PERIOD COVERED BY THIS CERTIFICATE 04/01/2015 TO 04/01/2016	DATE 8/31/2015
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2196 123-0 UNTIL 04/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 04/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

ANNALISA ZAPPIA PRESIDENT 1 OF 2 &
JOSHUA ZAPPIA VICE PRESIDENT 2 OF 2
OFFICERS OF AMZ CONSTRUCTION
SERVICES INC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 200639033



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 555 Patroon Creek Blvd Albany NY 12206	CONTACT NAME: Sharon Giordano	
	PHONE (A/C No, Ext): (518) 591-4130 FAX (A/C, No): (518) 427-7171 E-MAIL ADDRESS: Sharon.Giordano@fnrm.com	
INSURED AMZ Construction Services, Inc. 299 McDougall Rd Pattersonville NY 12137	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Company	10677
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15 LA mstr std REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	EPP0186669	4/16/2015	4/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		EPP0186669	4/16/2015	4/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TO BE ISSUED BY STATE INSURANCE FUND			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Bid #2015-35, Vernon Rink Lower Roof Replacement. The City of Saratoga Springs, its officers or its employees is included as an Additional Insured under the General Liability, including Completed Operations, on a primary and noncontributory basis, with respect to work performed by the Named Insured when required by executed written contract.

CERTIFICATE HOLDER City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12144	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M Bonetto/SGIORD

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>AMZ CONSTRUCTION SERVICES, INC. 299 MCDUGALL ROAD PATTERSONVILLE, NY 12137</p>	<p>1b. Business Telephone Number of Insured 5188872919</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 4917141</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 26-2453115</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Saratoga Springs, NY 474 Broadway Saratoga Springs Saratoga Springs, NY 12866</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of entity listed in box "1a": R72625-000</p> <p>3c. Policy effective period: <u>1/1/2014</u> to <u>8/29/2016</u></p>

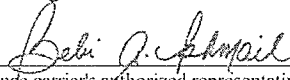
4. Policy covers:

- a. All of the employer's employees eligible under the New York Disability Benefits Law
- b. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 8/31/2015

By


Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____

By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____

Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

Individual Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came

_____ to me known and known to me to be the individual(s) who executed the foregoing instrument, and acknowledged that ___he___ executed same.

Notary Public
My commission expires _____

Partnership Acknowledgement

State of _____
County of _____

On this _____ day of _____, 20____, before me personally came _____ a member of the co-partnership of _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

Notary Public
My commission expires _____

Corporate Acknowledgement

State of New York
County of Broome

On this 4th day of September, 20 15, before me personally came Joshua Zappia to me known, who being by me duly sworn, did depose and say that he resides in Pattersonville, NY that he is the Vice President of the AMZ Construction Services Inc, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation.

VALERIE S. SHARA
Notary Public State of New York
Residing in Broome County
My Commission Expires September 19, 2018
Registration No 10UP4942349

Valerie S Shara
Notary Public
My commission expires 9/19/18

Surety Acknowledgement

State of New York
County of Broome

On this 4th day of September, 20 15, before me personally came Joy S. Inthanongsak to me known, who being by me duly sworn, did depose and say that he resides in Binghamton, NY that he is the Attorney-in-Fact of the Liberty Mutual Insurance Company, the corporation described in and which executed the foregoing instrument; that he knows the Seal of said corporation; that one of the Seals affixed to the foregoing instrument is such Seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

VALERIE S. SHARA
Notary Public State of New York
Residing in Broome County
My Commission Expires September 19, 2018
Registration No 10UP4942349

Valerie S Shara
Notary Public
My commission expires 9/19/18



THE OHIO CASUALTY INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits	\$43,932,573	Unearned Premiums	\$1,006,108,608
*Bonds — U.S Government	547,397,728	Reserve for Claims and Claims Expense	2,700,691,942
*Other Bonds	2,903,769,303	Funds Held Under Reinsurance Treaties	0
*Stocks	518,897,935	Reserve for Dividends to Policyholders	199,448
Real Estate	25,443,814	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	615,465,262	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	30,306,138	Other Liabilities	<u>171,379,248</u>
Other Admitted Assets	<u>722,949,543</u>	Total	\$3,878,379,246
Total Admitted Assets	<u>\$5,408,162,296</u>	Special Surplus Funds	\$ 8,632,698
		Capital Stock	4,500,000
		Paid in Surplus	738,183,897
		Unassigned Surplus	778,466,455
		Surplus to Policyholders	<u>1,529,783,050</u>
		Total Liabilities and Surplus	<u>\$5,408,162,296</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, 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 Seattle, Washington, this 20th day of March, 2015.

TAMikolajewski

Assistant Secretary