



Bond #3432987

AIA Document A311

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **K. P. MEIRING COMPANY, INC.**

(Here insert full name and address or legal title of Contractor)

**6519 N. CARROLLTON AVENUE  
INDIANAPOLIS, IN 46220**

as Principal, hereinafter called Contractor, and, **GREAT AMERICAN INSURANCE COMPANY**

(Here insert full name and address or legal title of Surety)

**580 WALNUT STREET  
CINCINNATI, OH 45202**

as Surety, hereinafter called Surety, are held and firmly bound unto  
**MILL CREEK COMMUNITY SCHOOL CORPORATION**

(Here insert full name and address or legal title of Owner)

**6631 SOUTH COUNTY ROAD 200 WEST  
CLAYTON, IN 46118-8904**

as Obligee, hereinafter called Owner, in the amount of

**FOUR HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 Dollars (\$ 496,880.00),**

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **MARCH 11, 2009**, entered into a contract with Owner for

(Here insert full name address and description of project)

**CASCADE SCIENCE LAB RENOVATION**

in accordance with Drawings and Specifications prepared by **SCHMIDT ASSOCIATES, 320 EAST VERMONT STREET, INDIANAPOLIS, IN 46204**

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damage for which the Surety may be liable hereunder, the amount of the contract price", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this **16TH** day of **MARCH, 2009**



---

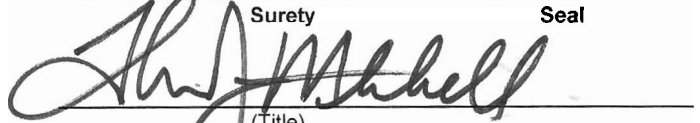
Witness *Marie McDonald*  
Marie McDonald

**K. P. MEIRING COMPANY, INC.**



Principal Seal  
Kenneth P. (Title) Meiring, President

**GREAT AMERICAN INSURANCE COMPANY**



Surety Seal  
(Title)  
THOMAS J. MITCHELL, ATTORNEY-IN-FACT

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #3432987

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that **K. P. MEIRING COMPANY, INC.**

(Here insert full name and address or legal title of Contractor)

**6519 N. CARROLLTON AVENUE  
INDIANAPOLIS, IN 46220**

as Principal, hereinafter called Contractor, and, **GREAT AMERICAN INSURANCE COMPANY**

(Here insert full name and address or legal title of Surety)

**580 WALNUT STREET  
CINCINNATI, OH 45202**

as Surety, hereinafter called Surety, are held and firmly bound unto  
**MILL CREEK COMMUNITY SCHOOL CORPORATION**

(Here insert full name and address or legal title of Owner)

**6631 SOUTH COUNTY ROAD 200 WEST  
CLAYTON, IN 46118-8904**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **FOUR HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED EIGHTY AND 00/100 Dollars** (\$ **496,880.00**),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated **MARCH 11, 2009** entered into a contract with Owner for  
(Here insert full name address and description of project)

**CASCADE SCIENCE LAB RENOVATION**

in accordance with Drawings and Specifications prepared by **SCHMIDT ASSOCIATES, 320 EAST VERMONT STREET, INDIANAPOLIS, IN 46204**

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Owner shall not be liable for payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within (90) day after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the

party to whom materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any state in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

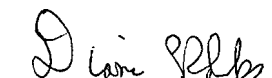
b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent for the jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.


4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this **16TH** day of **March**, **2009**.

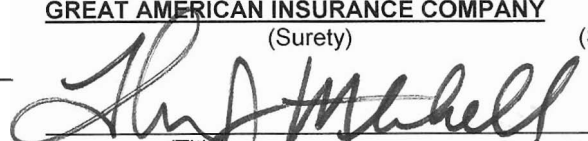
  
\_\_\_\_\_  
(Witness) **MARK MCDONALD**

  
\_\_\_\_\_  
(Witness) **DIANE L. PHELPS**

**K. P. MEIRING COMPANY, INC.**  
(Principal) (Seal)

  
\_\_\_\_\_  
**Kenneth P.** (Title) **Meiring, President**

**GREAT AMERICAN INSURANCE COMPANY**  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title)  
**THOMAS J. MITCHELL, ATTORNEY-IN-FACT**

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 580 WALNUT 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 **EIGHT**

No. 0 18129

**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 its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in 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
STEVEN M. GARRETT	DEBORAH A. YATES	ALL
WILLIAM A. KANTLEHENER, III	JEFFREY A. BROWN	\$75,000,000
THOMAS J. MITCHELL	DIANE L. PHELPS	
ROGER A. NEAL	LINDA KAPFHAMMER	

This Power of Attorney revokes all previous powers issued in 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 **8TH** day of **JULY**, 2008 .  
Attest **GREAT AMERICAN INSURANCE COMPANY**

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this **8TH** day of **JULY** 2008 , 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 the 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.

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 March 1, 1993.

*RESOLVED: That the Divisional President, the Divisional Senior Vice President, the several 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 or 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, EVE CUTLER ROSEN, Senior Vice President, General Counsel & 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 March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this **16TH** day of **MARCH, 2009**