



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485

PHONE (330) 394-5280 FAX (330) 393-6515

"An Equal Opportunity Employer"

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

TO: Pustelak, Inc.  
9070 Peach St.  
Waterford, PA 16441

DATE 10/23/03  
Office Contact John Gibson  
Jobsite Contact Ken Hedrick  
Jobsite Phone 440437-5430

ATTENTION: Tim Pustelak

TELEPHONE: 814-868-3121

FAX 814-868-0121

- A. Furnish all labor, material, tools, equipment and supervision required to perform All Masonry Work for the Grand Valley New PK-12 Building Project located at 311 North Maple St., Orwell, Ohio 44076, Ashtabula County.
- B. **Contract Documents:** All work is to be in strict accordance with all drawings, specifications and addenda as prepared by architects Beuhrer Group. Specifications are dated 7/7/03, and Drawings for Construction Documents are dated 7/7/03. Contract documents also include Addendum No. 1 dated 7/23/03 and Addendum No. 2 dated 8/13/03. The following alternates have been accepted by the owner and become a part of this contract G1; G2; G3; G6; G7; G8; G9A; G9B; G10; G11; G12; G13A; G13B; G13C; G14; G15 and G16. See all General Condition requirements as listed in "Table of Contents" pages 1 thru 6 and in particular Article 7 - Change in the Work and Article 15 - Subcontractors & Material Suppliers. Also reference Sections 01010 - Summary of Work, 01200 - Project Meetings including Para. 1.02E Preparatory Pre-Installation Conferences, 01310 - Project Schedule, 01630 - Product Options and Substitutions, and 01770 - Project Closeout.
- C. **Clarifications:** It is the responsibility of each contractor and subcontractor to be fully aware of all conditions and limitations of the work to be performed and to carefully examine all drawings and specifications to fully inform himself of all requirements to complete the work. Reference in particular Section (03400) Precast Concrete Panels & Sills; (04060) Masonry Mortar; (04080) Masonry Anchorage & Reinforcement; (04090) Masonry Accessories; (04210) Clay Masonry Units; (04220) Concrete Masonry Units; (07210) Building Insulation (Cavity Insulation) of the specifications for the scope and requirements of your work. Also reference your revised quote, dated 10/17/03. Contract documents shall govern scope & requirements. Include all permits & fees for your work. Your work is to include but not be limited to:

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

UR JOB Grand Valley PK-12 School  
HP VIA best way  
) See A  
RMS See I  
O.B job site  
LIVERY See H

PLEASE SIGN GREEN COPY AND RETURN  
JACK GIBSON CONSTRUCTION COMPANY

Accepted By:

EXHIBIT  
1

Clarifications - continued

1. Installation of masonry rebar (rebar material supplied by Jack Gibson Construction).
2. All concrete fill or grout as it applies to the masonry work.
3. Grouting of hollow metal door frames.
4. Installation of all misc. metal embedded items (material supplied by Jack Gibson Const.).
5. CMU wall bracing.
6. Cleaning/patching of CMU walls.
7. All misc. masonry anchors.
8. Clean-up of masonry debris into dumpster supplied by others.
9. Wash down of masonry veneer.
10. Furnish and install all embedded flashing materials.
11. Safety is a priority and all OSHA rules and regulations must be followed.
12. All work is to be done in a neat workmanlike manner. Provide cleanup and removal of debris on a daily basis. Protect all existing materials and conditions. Repair all damage caused by your work.
13. Follow phasing plan as scheduled by CM.
14. Provide Schedule of Values broken down by labor & material for the three (3) main areas of the building - East (Areas A B C J K L) Center (Areas D E F G M N P) West (Areas H I O) This information is needed immediately.
15. Provide Project Schedule information to coincide with the schedule of values breakdown in crew days and include cost loading and resource loading. This information is needed immediately.

Please use Job #3010 and Code 04200 on all invoicing.

- D. Price: Total Lump Sum Complete \$3,825,000 (includes base bid & Alt G-1 & AltG-2)  
(Tax Exempt – certificate to follow)

Acceptance of this purchase order must be made by immediate return of the signed green copy along with your current Workers' Compensation and Insurance certificates. Acceptance of the purchase order constitutes acceptance of all conditions herein stated.

- E. **Change Orders:** Reference Article 7 of the general conditions for guidelines and requirements which must be followed. Extra work authorizations must be approved and signed by our jobsite superintendent on the day the extra work is performed.
- F. **Submittals:** Reference Article 14 of the general conditions of the specifications for submittal and shop drawing procedures and requirements.
1. Provide all submittals within (10) days of this purchase order.
  2. Submit a minimum of (7) seven copies for approval to have (1) one approved copy returned.
  3. Submit a minimum of (2) samples when samples are required.
- G. **Contract Completion and Warranties:** Reference Section 01700 – Project Closeout for requirements. Provide Operation & Maintenance Manuals if applicable.
- H. **Delivery:** As job requires to meet milestones and completion. Coordinate with jobsite superintendent and C.M. Schedule.

**I. Payment Terms:**

1. Pencil copy of pay application is required in our office prior to the 3rd Thursday of the month for approval by C.M. and Architect to be included in our pay request to the Owner.
2. 8% retainage will be held on all work until reduced or released by the Owner.
3. Monthly progress payment will be made within (5) days of our payment from the Owner according to approved pay application.
4. Monthly payments will not be released until the following items are on file in our office:
  - a. Current Workers Compensation and General Liability insurance certificates.
  - b. Signed copy of this purchase order and any subsequent change orders.
  - c. Notarized Waivers of Lien from previous payment.
  - d. Proof of participation in the BWC DFWP, described below.
5. Final Payment: Waivers of lien, operation and maintenance manuals, warranties, and as-built drawings, if required by the specifications, must be in our office prior to final payment.

**J. Insurance:**

1. Your insurance coverage will equal or exceed the limits called for in the Specifications, General Conditions and Supplementary Conditions. Additionally, your certificate of insurance must meet the following requirements:
  - a) Your certificate of insurance shall include an endorsement naming the JACK GIBSON CONSTRUCTION COMPANY AN ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR.
  - b) The certificate of insurance must be an original. The name and address of the agent, name and address of the insured, date, dates of coverage and the original signature of the agent must appear on the certificate.
  - c) A cancellation notice of not less than 30 days and an expiration date shall be included on the certificate.
2. Your Ohio Workers' Compensation certificate must be on file in our office.
3. NO WORK is to be performed until proper certificates for the above items are on file in our office.
4. Should you contract with a subcontractor to complete this project, proof of their Ohio Workers' Compensation and insurance coverage shall also be submitted.

**K. Special Conditions**

1. **Village Income Tax:** The Village of Orwell levies an income tax. Subcontractor is responsible to contact the Village Income Tax Department for information.
2. **Drug-Free Workplace:** Bidders entering into a contract on a state funded project and the bidder's subcontractors will be required to be enrolled, and in good standing, or enrolled within ten (10) days of the Notice of Intent to Award, in an Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) pursuant to Ohio Administrative Code Chapter 4123-17; or an equivalent BWC approved DFWP. **Proof of your participation in the BWC DFWP is required to be provided to this contractor prior to any work starting on site.**

- L. The Ohio Mechanics' Liens and Prompt Payment Act:** House Bill 238, Ohio Revised Code 1311.04(J) O.R.C. applies to this project.

The Jack Gibson Construction Company has requested from the Owner a Public Notice of Commencement (copy to follow). The following provisions must be included in any contracts or purchase orders you may have with suppliers or sub-subcontractors and likewise in any contracts they may issue:

The Owner's name and address: Grand Valley Local School District  
315 North Maple St.  
Orwell, OH 44076

The Principal Contractor's name and address:  
Jack Gibson Construction Company  
2460 Parkman Road N.W.  
Warren, OH 44485

- M. Permits - All fees and permits pertaining to your work are included.
- N. Bond – Subcontractor Payment & Performance Bond is not required. The Hartford is the bonding company for Jack Gibson Construction Company.
- O. Cleanup – Subcontractor is responsible for his own cleanup and removal of debris to a jobsite dumpster furnished by the General Contractor. Cleanup and removal shall be performed in an expedient manner so as not to create safety hazards in the opinion of the General Contractor. Failure to do so will allow the General Contractor to perform this cleanup and charge the subcontractor cost, plus 15%.
- P. Safety - It is fully understood that the Subcontractor has made himself aware of all the latest Federal and State safety laws. Subcontractors are responsible for establishing and maintaining their own safety practices and a safe workplace at all times. Cooperation with General Contractor's Safety Director is mandatory.
- Q. MSDS – All suppliers must submit an MSDS form on each material item furnished to comply with OSHA Hazard Communication Standard "Right to Know" 29 CFR 1910, 1200.
- R. Non Performance of Work: The General Contractor reserves the right to cancel this purchase order if performance of work is not made when and as specified by the General Contractor.

The Subcontractor agrees to coordinate his progress with the General Contractor's schedule of completion. If the Subcontractor fails to carry out the work in accordance with the project schedule, the General Contractor will issue a Certified Letter of such failure to the Subcontractor. The Subcontractor must make corrections required within three working days after receiving notification from the General Contractor. If Subcontractor fails to make proper corrections the General Contractor will correct the deficiencies and will deduct from Subcontractor's payments all costs, plus 15% for overhead and profit.

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10600 Date Issued 3/19/04

Change Order No. 1 Amount -\$390.00

To: Pustelak, Inc. 9070 Peach St., Waterford, PA 16441 Subcontractor

Job Grand Valley School

Whereas, in connection with the Contract between Contractor and Subcontractor dated 10/23/03  
the following change is ordered:

Eliminate 30 LF of 8" masonry B.F.F.

Code 22004

Deduct \$390.00

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is decreased in the amount of Three hundred ninety and 00/100  
----- Dollars (\$390.00----- ).

THE CONTRACT TIME is unchanged

<u>\$3,824,000</u>	<u>-0-</u>	<u>\$390</u>	<u>\$3,824,610</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

- The conditions hereinafter referred to are as follows:
- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
  - B. The rights of the Contractor are not prejudiced; and
  - C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted 3/19/04

Subcontractor Pustelak, Inc. Contractor Jack Gibson Construction Company

by \_\_\_\_\_ by John Gibson

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10600 Date Issued 6/8/04

Change Order No. 2 Amount + \$1,577.84

To: Pustelak Masonry 9070 Peach St., Waterford, PA 16441 Subcontractor

Job Grand Valley School

Whereas, in connection with the Contract between Contractor and Subcontractor dated 10/23/03  
the following change is ordered:

- 1. Bulletin 25: 4" masonry chase wall in room 504, code 22026 Add \$762.25
- 2. RCQ 27: Masonry footings in rooms 338 & 341, code 22027 Add \$815.59

Total Add \$1,577.84

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is increased in the amount of One thousand five hundred seventy seven 84/100 Dollars (\$ 1,577.84 ).

THE CONTRACT TIME is unchanged

<u>\$3,825,000</u>	<u>\$1,577.84</u>	<u>\$390</u>	<u>\$3,826,187.84</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted 6/8/04

Subcontractor Pustelak Masonry Contractor Jack Gibson Construction Company

by \_\_\_\_\_ by John Gibson

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10600 Date Issued 11/19/04

Change Order No. 3 Amount - \$7,965.00

To: Pustelak, Inc. 9070 Peach St., Waterford, PA 16441 Subcontractor

Job Grand Valley School

Whereas, in connection with the Contract between Contractor and Subcontractor dated 3/19/04  
the following change is ordered:

1. Add precast cap at gym loft wall according to RCQ-021, Bul 13, Code 22018  
Code 22018 Add \$1,725.00
2. Change brick color #2 to color #1 according to RCQ-11, Bul. #19, Code 04200  
Deduct \$9,690

Total change order: Deduct \$7,965.00

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is decreased in the amount of Seven thousand nine hundred sixty five and 00/100 Dollars (\$- 7,965.00 ).

THE CONTRACT TIME is unchanged

<u>\$3,825,000</u>	<u>\$3,302.84</u>	<u>\$10,080</u>	<u>\$3,818,222.84</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted 11/19/04

Subcontractor Pustelak, Inc. Contractor Jack Gibson Construction Company

by \_\_\_\_\_ by John Gibson

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10600 Date Issued 3/15/05

Change Order No. 4 Amount (-\$1,650.08)

To: Pustelak, Inc. 9070 Peach St., Waterford, PA 16441 Subcontractor

Job Grand Valley School

Whereas, in connection with the Contract between Contractor and Subcontractor dated 3/19/04  
the following change is ordered:

SEE ATTACHED BREAKDOWN

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is decreased in the amount of One thousand six hundred fifty  
08/100 Dollars (\$ 1,650.08 ).

THE CONTRACT TIME is unchanged

<u>3,825,000</u>	<u>\$8,352.51</u>	<u>\$16,779.75</u>	<u>\$3,816,572.76</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted 3/15/05

Subcontractor Pustlak, Inc. Contractor Jack Gibson Construction Company

by \_\_\_\_\_ by John Gibson

Pustelak Inc.

Change Order #4, Purchase Order #10600

Grand Valley K-12 School

- |                                                                                                                                 |                              |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1. Delete masonry at new tectum wall in room 280.<br>RCQ 61, BUL 53, Code 22058                                                 | Deduct (5,937.50)            |
| 2. Replace block in vestibules 392 & 431 with scored block<br>RCQ 67, Code 22069                                                | Add \$249.30                 |
| 3. Provide masonry chase wall in room 120 - Kiln<br>RCQ 71, Code 22076                                                          | Add \$296.15                 |
| 4. Delete street sign precast caps and add (2) cornerstones<br>RCQ 68, Code 22070                                               | Add \$689.65                 |
| 5. Install precast mustang panel, RCQ 82, Code 22086                                                                            | Add \$1,162.02               |
| 6. Add exterior expansion joints, RCQ 83, Code 22087                                                                            | Add \$932.20                 |
| 7. New door 534 C, RCQ 96, Code 22096                                                                                           | Add \$282.34                 |
| 8. Use angles to carry masonry in stairwell 125 & 192<br>RCQ 48, Code 22045                                                     | Add \$1,438.01               |
| 9. Chase wall in room 504 was done in metal stud and drywall and is no longer<br>required as extra masonry. RCQ 25, Code 22026, | Deduct from CO #1 (\$762.25) |

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10600 Date Issued 7-5-05

Change Order No. 5 Amount + \$20,953.66

To: Pustelak, Inc 9070 Peach St Waterford Pa 16441 Subcontractor

Job Grand Valley School Job # 3010

Whereas, in connection with the Contract between Contractor and Subcontractor dated 10-23-03  
the following change is ordered:

- 1. Add block at gym mezz. Wall Add: \$ 391.47  
RCQ 93, Code 22018
- 2. Add control joints in area K Add: 144.61  
RCQ 89, Code 22091
- 3. Masonry at roof edge. Add: 15,002.00  
RCQ 12 Code 22014
- 4. Add (2) two new masonry and precast concrete signs. Add: 5,192.56  
RCQ 107, Code 22108
- 5. Relay block due to plumber. Code 04200 Add: 98.13
- 6. Fill Water Tank. Code 04200 Add: 124.89

TOTAL ADD: \$20,953.66

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is Increased in the amount of Twenty Thousand Nine Hundred Fifty Three Dollars and 66 Cent Dollars (\$ \$20,953.66 ).

THE CONTRACT TIME is unchanged

<u>\$3,825,000.00</u>	<u>\$29,306.17</u>	<u>-\$16,779.75</u>	<u>\$3,837,526.42</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

The conditions hereinafter referred to are as follows:

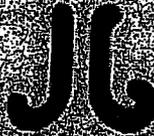
- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted \_\_\_\_\_

Subcontractor Pustelak, Inc Contractor Jack Gibson Construction Company

by \_\_\_\_\_ by [Signature]

CHANGE ORDER



JACK GIBSON CONSTRUCTION COMPANY

2450 PARKMAN ROAD, N.W., WARREN, OHIO 44148

PHONE (330) 394-5280 FAX (330) 393-6515

An Equal Opportunity Employer

Contract No: 10600 Date Issued: 11/7/2005

Change Order No: 65 Amount: \$4,079.30

To: Postpak, Inc. 9070 Peach St. Waterford, PA 16141 Subcontractor

Job: Grand Valley PK 12

Whereas, in connection with the Contract between Contractor and Subcontractor dated: 10/23/2003, the following change is ordered:

- 1. Add masonry at new eave detail RCO 117 Code 22148 Add \$3,189.72
- 2. Rework masonry corners at W Windows room 288 RCO 127 Code 22131 Add \$1,735.49
- 3. Eliminate masonry per revised room details RCO 49 Code 22046 Deduct \$1,575.05
- 4. Additional framing at skylight RCO 70 Code 22062 Add \$726.14

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is increased the amount of: four thousand seventy nine and 89/100 dollars \$4,079.30

THE CONTRACT TIME is unchanged

Original: \$3825.00 Additions: \$84,961.52 Deductions: \$18,355.80 To Date: \$3,841,605.72

- A. The conditions hereinafter referred to are as follows:
- B. The aforementioned change and any work affected thereby is subject to all contract stipulations and covenants.
- C. The rights of the Contractor are not prejudiced, and
- D. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Accepted: 11/7/2005

Subcontractor: Postpak, Inc. Contractor: Jack Gibson Construction Company by:

& Print Name of Authorized Company Representative

WHITE - ORIGINAL GREEN - SIGN & RETURN TO CONTRACTOR PINK - JOB SITE GOLD - ACCOUNTING



PURCHASE ORDER

Nº 10624

JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W./ WARREN, OHIO 44485

PHONE (330) 394-5280 FAX (330) 393-6515

"An Equal Opportunity Employer"

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

TO: Boak & Sons, Inc.
75 Victoria Rd.
Youngstown, OH 44515

DATE 12/23/03

Office Contact John Gibson

Jobsite Contact Ken Hedrick

ATTENTION: Joe Ceapa

TELEPHONE: 330-793-5646

fax 330-793-8455

Jobsite Phone 440-437-5430

A. Furnish all labor, material, tools, equipment and supervision required to perform the Roofing & Sheet Metal work for the Grand Valley New PK-12 Building Project located at 311 North Maple St., Orwell, Ohio 44076, Ashtabula County.

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

C. Clarifications: It is the responsibility of each contractor and subcontractor to be fully aware of all conditions and limitations of the work to be performed and to carefully examine all drawings and specifications to fully inform himself of all requirements to complete the work. Reference in particular Sections 01010, 07220, 07225, 07310, 07530, 07600 and 07900 of the specifications for the scope and requirements of your work. Also reference your quote, dated 12/9/03. Contract documents shall govern scope & requirements. Include all permits & fees for your work. Your work is to include but not be limited to:

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

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

R JOB Grand Valley PK-12 School
P VIA best way
See A
MS See I
B job site
EVERY See H

PLEASE SIGN GREEN COPY AND RETURN
JACK GIBSON CONSTRUCTION COMPANY

Accepted By: John Gibson



Clarifications continued:

3. Follow phasing plan and milestone completion dates as scheduled by CM.
4. Submit schedule of values and work durations immediately, broken down at least into East, Center, West, Labor and Material.
5. Provide all roof and deck insulation including ventilated roof insulation.
6. Provide shingle roof system as specified for a complete warranted system.
7. Provide fully adhered EPDM roof system complete and fully warranted.
8. Provide all flashings and sheet metals including fascias, copings, .050 gutters, downspouts, soffits, flashings, sealants, etc.
9. Provide walk pads where required.
10. Smoke vents, metal roof and skylight are by others.

**Please use Job #3010 and Code 07530 on all invoicing.**

**D. Price: Total Lump Sum Complete \$995,500.00 (Tax Exempt)**

Acceptance of this purchase order must be made by immediate return of the signed green copy along with your current Workers' Compensation and Insurance certificates. Acceptance of the purchase order constitutes acceptance of all conditions herein stated.

**E. Change Orders:** Reference Article 7 of the general conditions for guidelines and requirements which must be followed. Extra work authorizations must be approved and signed by our jobsite superintendent on the day the extra work is performed.

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2. **Submit a minimum of (7) seven copies for approval to have (1) one approved copy returned.**
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**G. Contract Completion and Warranties:** Reference Section 01700 – Project Closeout for requirements. Provide Operation & Maintenance Manuals if applicable.

**H. Delivery:** As job requires to meet milestones and completion. Coordinate with jobsite superintendent and C.M. Schedule.

**I. Payment Terms:**

1. Pencil copy of pay application is required in our office prior to the 3rd Thursday of the month for approval by C.M. and Architect to be included in our pay request to the Owner.
2. 8% retainage will be held on all work until reduced or released by the Owner.
3. Monthly progress payment will be made within (5) days of our payment from the Owner according to approved pay application.
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  - a. Current Workers Compensation and General Liability insurance certificates.
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5. Final Payment: Waivers of lien, operation and maintenance manuals, warranties, and as-built drawings, if required by the specifications, must be in our office prior to final payment.



- O. **Cleanup** – Subcontractor is responsible for his own cleanup and removal of debris to a jobsite dumpster furnished by the General Contractor. Cleanup and removal shall be performed in an expedient manner so as not to create safety hazards in the opinion of the General Contractor. Failure to do so will allow the General Contractor to perform this cleanup and charge the subcontractor cost, plus 15%.
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- Q. **MSDS** – All suppliers must submit an MSDS form on each material item furnished to comply with OSHA Hazard Communication Standard "Right to Know" 29 CFR 1910, 1200.
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CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10624 Date Issued 3/19/04

Change Order No. 1 Amount + \$2,773.31

To: Boak and Sons 75 Victoria Rd., Youngstown, OH 44515 Subcontractor

Job Grand Valley School

Whereas, in connection with the Contract between Contractor and Subcontractor dated 12/23/03  
the following change is ordered:

Install acoustical treatment in roof deck over room areas 228 & 328 per  
Bulletin 14.

Code 22008

Add \$2,773.31

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is increased in the amount of Two thousand seven hundred seventy three and 31/100 Dollars (\$ 2,773.31 ).

THE CONTRACT TIME is unchanged

<u>\$995,500</u>	<u>\$2,773.31</u>	<u>-0-</u>	<u>\$998,273.31</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted 3/19/04

Subcontractor Boak & Sons Contractor Jack Gibson Construction

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10624 Date Issued 6/8/04

Change Order No. 2 Amount - \$8,170.62

To: Boak & Sons 75 Victoria Rd, Youngstown, OH 44515 Subcontractor

Job Grand Valley School

Whereas, in connection with the Contract between Contractor and Subcontractor dated 12/23/03  
the following change is ordered:

- 1. Bulletin 34: Deduct roofing & soffit and add Z-Closure per revised detail Q45/A21.

Code 22023

Net Deduct (\$8,170.62)

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is decreased in the amount of Eight thousand one hundred seventy 62/100----- Dollars (\$ 8,170.62 ).

THE CONTRACT TIME is <u>unchanged</u>			
<u>\$995,500</u>	<u>\$2,773.31</u>	<u>\$8,170.62</u>	<u>\$990,102.69</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted 6/8/04

Subcontractor Boak & Sons

Contractor Jack Gibson Construction Company

by \_\_\_\_\_

by John Gibson

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10624 Date Issued 09/07/04

Change Order No. 3 Amount \$7,615.91

To: Boak & Sons, Inc., 75 Victoria Road, Youngstown, OH 44515 Subcontractor

Job Grand Valley - 3009 - see below for codes

Whereas, in connection with the Contract between Contractor and Subcontractor dated 12/23/03  
the following change is ordered:

- 1) Install Tri-Flex 30 Underlayment at Center areas in lieu of 2 layers of 15# felt. (RCQ 56) - Code 22060

Add \$3,615.91

- 2) To correct Original PO amount to \$999,500 - Add \$4,000.00 Code 07530

Total add this CO \$7,615.91

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is increased in the amount of Seven Thousand Six hundred Fifteen and 91 cents Dollars (\$ 7,615.91).

THE CONTRACT TIME is unchanged

<u>995,500.00</u>	<u>10,389.22</u>	<u>8,170.62</u>	<u>997,718.60</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

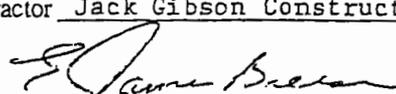
The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted 09/07/04

Subcontractor Boak & Sons, Inc. Contractor Jack Gibson Construction

by

by 

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-8515

Contract No. 10624 Date Issued 12/14/04

Change Order No. 4 Amount + \$1,045.80

By Boak & Sons, 75 Victoria Rd., Youngstown, OH 44515 Subcontractor

For Grand Valley School

Whereas, in connection with the Contract between Contractor and Subcontractor dated 12/23/03

the following change is ordered:

Use O.D.E. screw anchor hanger in lieu of gutter straps.

Code 22014

Add \$1,045.80

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is increased in the amount of One thousand forty five and 80/100 Dollars (\$ 1,045.80 ).

THE CONTRACT TIME is unchanged

<u>\$995,500</u>	<u>\$11,435.02</u>	<u>\$8,170.62</u>	<u>\$998,764.40</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted 12/14/04

Subcontractor Boak & Sons, Inc. Contractor Jack Gibson Construction Company

by John Gibson

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10624 Date Issued 3/15/05

Change Order No. 5 Amount + \$7,894.19

To: Boak & Sons 75 Victoria Rd., Youngstown, OH 44515 Subcontractor

Job Grand Valley School

Whereas, in connection with the Contract between Contractor and Subcontractor dated 12/23/03  
the following change is ordered:

1. Replace vented soffit on the N&S gables of the MS gym with solid. Add \$5,331.07  
RCQ 78, Item 1, Code 22082
2. Install solid soffit on N&S gables of the H.S. gym Add \$132.83  
RCQ 78, Item 2, Code 22082
3. Provide gutter expansion joint covers throughout the building Add \$2,430.29  
RCQ 94, Code 22098

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is increased in the amount of Seven thousand eight hundred ninety four 19/100----- Dollars (\$ 7,894.19 ).

THE CONTRACT TIME is unchanged

<u>\$995,500</u>	<u>\$19,329.21</u>	<u>8,170.62</u>	<u>\$1,006,658.59</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants:
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted 3/15/05

Subcontractor Boak & Sons Contractor Jack Gibson Construction Company

90 4.0

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485  
PHONE (330) 394-5280 / FAX (330) 393-6515

Contract No. 10624 Date Issued 7-5-05

Change Order No. 6 Amount + \$17,012.16

To: Boak & Sons 75 Victoria Rd., Austintown, Ohio 44515 Subcontractor

Job Grand Valley School Job # 3010

Whereas, in connection with the Contract between Contractor and Subcontractor dated 12-23-03  
the following change is ordered:

- 1. Install temporary roof at skylight. Add: \$ 1,733.87  
RCQ 115, Code 22116
- 2. Remove temporary roof at skylight. Add: 207.72  
RCQ 115, Code 22116
- 3. Install pavers on flat roof (2 areas, \$2,712.08 & \$2,618.94) Add: 5,331.02  
RCQ 105, RFI 349, Code 22106
- 4. Install gutters, downspouts and fascia, etc at metal roof Add: 9,739.55  
Area to match all gutter areas per agreement. Code 22152

TOTAL ADD: \$17,012.16

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is increased in the amount of Seventeen Thousand Twelve Dollars And 16 Cents Dollars (\$ \$17,012.16 ).

THE CONTRACT TIME is unchanged

<u>\$995,500.00</u>	<u>\$36,341.37</u>	<u>-\$8,170.62</u>	<u>\$1,023,670.75</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
- B. The rights of the Contractor are not prejudiced; and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

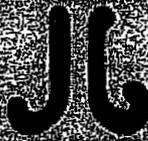
Date Accepted \_\_\_\_\_

Subcontractor Boak & Sons Contractor Jack Gibson Construction Company

by

by

CHANGE ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485

PHONE (330) 394-5280, FAX (330) 395-6515

An Equal Opportunity Employer

Contract No. 10624 Date Issued: 11/2/2005

Change Order No. 7 Amount: \$3,634.00

To: Boak & Sons 75 Metron Rd, Austintown, OH 44515 Subcontractor

Job: Sand Valley Pk 12

Whereas, in connection with the Contract between Contractor and Subcontractor dated 12/28/2003, the following change is ordered:

Install approximately 70 LF of 10" gutter at skylight RCO 168, BUL 118

1. Code 2474 Add: \$3,634.00

NOW, THE BEFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is increased the amount of Three thousand six hundred thirty four and 00/100 Dollars: \$3,634.00

THE CONTRACT TIME is unchanged

Original: \$995,500 Additions: \$39,975.37 Deductions: \$8,170.62 To Date: \$1,027,304.75

- Conditions hereinafter referred to are as follows: A. The aforementioned change and any work affected thereby, is subject to all contract stipulations and covenants; B. The rights of the contractor are not prejudiced; and C. All claims against the contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted: 11/2/2005

Subcontractor: Boak & Sons Contractor: Jack Gibson Construction Company

by

Print Name of Authorized Company Representative

WHITE - ORIGINAL GREEN - SIGN & RETURN TO CONTRACTOR PINK - JOB SITE GOLD - ACCOUNTING

# ***Boak & Sons, Inc.***

Victoria Road  
Youngstown, Ohio 44515  
330.793.5646 / Fax: 330.793.8455

## **Proposal**

Date: October 26, 2005

Proposed by: Jack Gibson Construction Company  
Address: 2460 Parkman RD N.W.  
Warren, OH 44485  
Phone #: 330.394.5280  
Attention:

Job: New PK -12 for Grand Valley Local  
Schools  
Bulletin No.118 *RCQ 168*  
Fax #: 330.393.6515  
Job #:

**We hereby submit specification and estimate for:**

Provide material, labor and equipment to install gutter (approx. 70 lin. ft.) at translucent panels at main lobby. Metal to be .050" aluminum in manufacturer's standard Kynar finish to match existing fascia translucent panels Profile to be per Detail Bulletin 118, and will not match profile at Alcoa gutter System.

**Total for above... \$3,634.00**

*Code 22174*

All permits are the responsibility of the owner.

For the sum of: **As Stated Above**

Payment to be made as follows: **Upon Completion**

Authorized Boak and Sons, Inc. Signature:

*Joseph A. Ceapa*  
Joseph A. Ceapa

Note: This proposal may be withdrawn if not accepted within 30 days.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the specifications involving extra costs will be executed only upon written orders and will become a change order over and above the estimate. This proposal may be taken off rough prints and specifications, as such this quote may be considered preliminary. All agreements contingent upon strikes, accidents, act of God or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature of Acceptance: \_\_\_\_\_

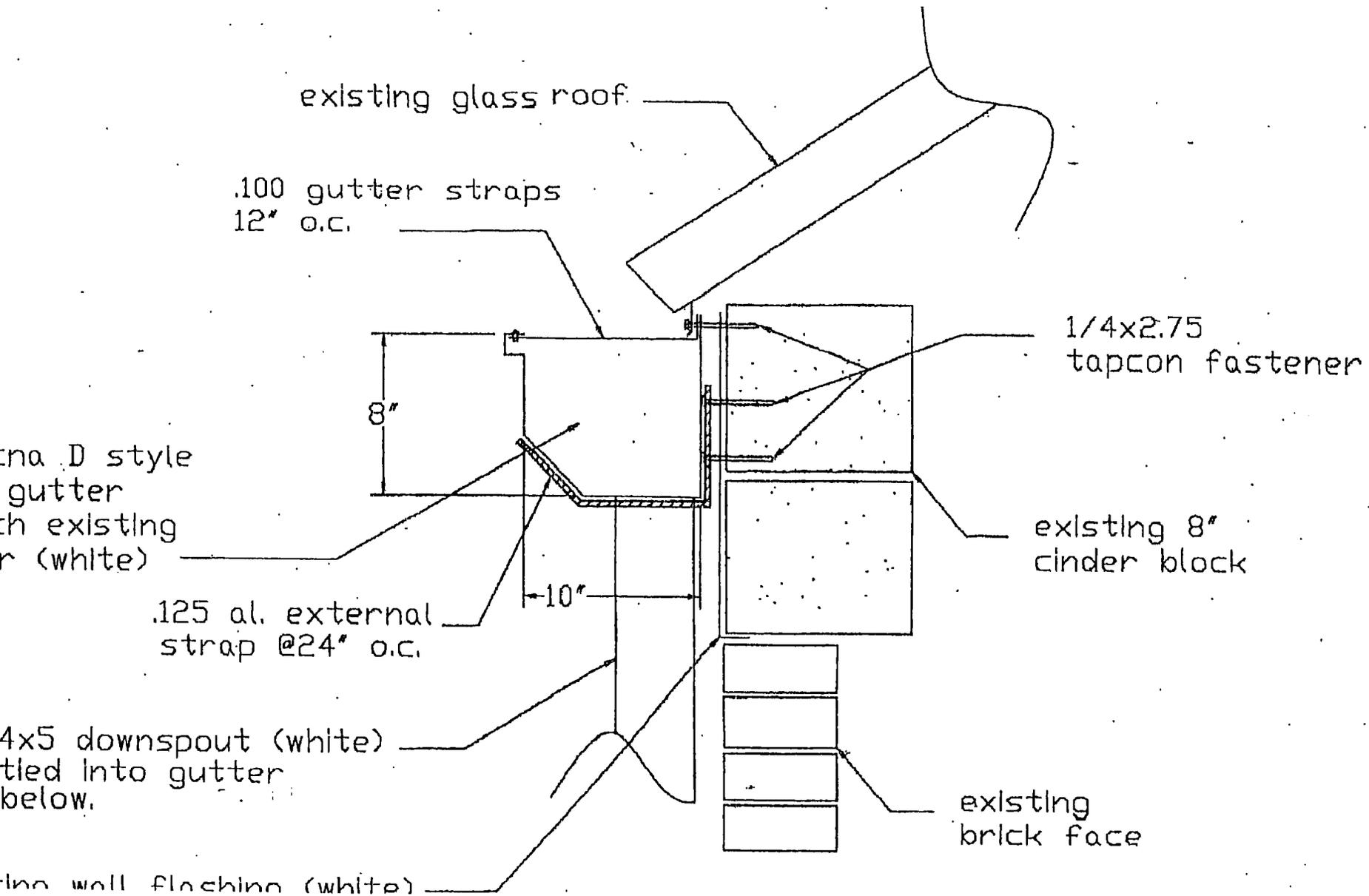
Authorized Signature: \_\_\_\_\_

Item	Heading	Subheading	Hours	Rate	%	Subtotal	Total
A.	LABOR:						
		Sheet Metal - Laborer	41	\$ 18.50		\$ 758.50	
						-	
	TOTAL LABOR		41				\$ 758.50
B.	BURDEN & FRINGES:						
	Burden (taxes as a % of total wages)	Medicare/Social Security			7.65%	58.03	
		Ohio Unemployment			7.1%	53.85	
		Federal Unemployment			0.8%	6.07	
		Workers' Comp			14.4%	109.30	\$ 227.25
	Fringes (Per Hour)	Health & Life Insurance			\$ 1.86	\$ 148.80	
		Vacation Pay (per hour)			0.02	0.82	
		401 (k)			0.02	0.82	
		Retirement, IRA			0.05	2.05	
		Liability			0.50	20.50	\$ 172.99
C.	EQUIPMENT RENTALS					\$ 1,300.00	
							\$ 1,300.00
D.	OWNED EQUIPMENT					\$ -	
						-	\$ -
E.	TRUCKING					\$ 225.00	
						-	\$ 225.00
F.	MATERIALS					\$ 453.00	
							\$ 453.00
G.	OVERHEAD -- 10% on A+B+C+D+E						\$ 268.37
H.	PROFIT -- 5%						\$ 170.26
L.	SUBCONTRACTORS						\$ -
J.	MARKUP				10%		\$ -
K.	MISCELLANEOUS						
		Bond & Insurance					
		Travel				48.00	
		Permits, licenses, inspections, tests					
							\$ 48.00
<b>TOTAL COST</b>							<b>\$ 3,623.37</b>

# ORWELL/GRAND VALLEY SCHOOLS

gutter installation at glass wall

RCQ 168 Code 22174





PURCHASE ORDER

No 11084

JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W./ WARREN, OHIO 44485

PHONE (330) 394-5280 FAX (330) 393-6515

"An Equal Opportunity Employer"

This number must appear on all correspondence, packages & shipping papers.

Invoice in duplicate. Acceptance of this purchase order includes conditions stated on the back hereof except Articles #3, 4, 7, and 9 do not apply to material orders only.

TO:

Velotta Paving Co.  
PO Box 1930  
Willoughby, OH 44096

DATE

7/25/2005

Office Contact John Gibson, Jr.

Jobsite Contact Ken Hedrick

Jobsite Phone 440-437-5430

ATTENTION:

Dominic Velotta Cell 440-478-0890

TELEPHONE:

440-942-6655 FAX 440-942-9956

A. Furnish all labor, material, tools, equipment and supervision required to perform the Flexible Pavement work for the Grand Valley New PK-12 Building Project located at 311 North Maple St., Orwell, Ohio 44076, Ashtabula County.

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

C. Clarifications: It is the responsibility of each contractor and subcontractor to be fully aware of all conditions and limitations of the work to be performed and to carefully examine all drawings and specifications to fully inform himself of all requirements to complete the work. Reference in particular Section 02740 of the specifications for the scope and requirements of your work. Also reference your quote, dated 7/22/04. Contract documents shall govern scope & requirements. Include all permits & fees for your work. Your work is to include but not be limited to:

1. All heavy-duty asphalt
2. All standard asphalt
3. All play area & bike path asphalt
4. Provide sealer as shown and required
5. All Parking lot striping
6. All playground

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

UR JOB	Grand Valley School
HP VIA	best way
3	See A
RMS	See I
O. B	Jobsite

PLEASE SIGN GREEN COPY AND RETURN  
JACK GIBSON CONSTRUCTION COMPANY

*John Gibson*



Clarifications – continued

7. Fine grading of existing stone base
8. Proof roll, fine grade & compact existing stone base
9. Safety is a priority and all OSHA rules and regulations must be followed.
10. All work is to be done in a neat workmanlike manner. Provide cleanup and removal of debris on a daily basis. Protect all existing materials and conditions. Repair all damage caused by your work.

**Please use Job #3010 and Code 02740 on all invoicing. (Tax Exempt)**

- D. Price:** Total Lump Sum Complete- Base Bid including Alt. G-11 \$325,000 (code 2740)  
Pave at deleted North Island – Add 4,500.00 (code 22089)  
Add H.D. Fire Lane – Add \$20,000.00 (code 22139)

Acceptance of this purchase order must be made by immediate return of the signed green copy along with your current Workers' Compensation and Insurance certificates. Acceptance of the purchase order constitutes acceptance of all conditions herein stated.

- E. Change Orders:** Reference Article 7 of the general conditions for guidelines and requirements which must be followed. Extra work authorizations must be approved and signed by our jobsite superintendent on the day the extra work is performed.

**F. Submittals:**

1. Submit a minimum of (7) seven copies for approval to have (1) one approved copy returned.
2. Submit a minimum of (2) samples when samples are required.

- G. Contract Completion and Warranties:** Reference Section 01700 – Project Closeout for requirements. Provide Operation & Maintenance Manuals if applicable.

- H. Delivery:** Start immediately, complete by August 12, 2005

**I. Payment Terms:**

1. Pencil copy of pay application is required in our office prior to the 3rd Thursday of the month for approval by C.M. and Architect to be included in our pay request to the Owner.
2. 8% retainage will be held on all work until reduced or released by the Owner.
3. Progress payment will be made within (5) days of our payment from the Owner according to approved pay application.
4. Payments will not be released until the following items are on file in our office:
  - a. Current Workers Compensation and General Liability insurance certificates.
  - b. Signed copy of this purchase order and any subsequent change orders.
  - c. Notarized Waivers of Lien from previous payment.
  - d. Proof of participation in the BWC DFWP, described below.
5. Final Payment: Waivers of lien, operation and maintenance manuals, warranties, and as-built drawings, if required by the specifications, must be in our office prior to final payment.

**J. Insurance:**

1. Your insurance coverage will equal or exceed the limits called for in the Specifications, General Conditions and Supplementary Conditions. Additionally, your certificate of insurance must meet the following requirements:
  - a) Your certificate of insurance shall include an endorsement naming the JACK GIBSON CONSTRUCTION COMPANY AN ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR.



- P. **Safety** - It is fully understood that the Subcontractor has made himself aware of all the latest Federal and State safety laws. Subcontractors are responsible for establishing and maintaining their own safety practices and a safe workplace at all times. Cooperation with General Contractor's Safety Director is mandatory.
- Q. **MSDS** - All suppliers must submit an MSDS form on each material item furnished to comply with OSHA Hazard Communication Standard "Right to Know" 29 CFR 1910, 1200.
- R. **Non Performance of Work:** The General Contractor reserves the right to cancel this purchase order if performance of work is not made when and as specified by the General Contractor.

The Subcontractor agrees to coordinate his progress with the General Contractor's schedule of completion. If the Subcontractor fails to carry out the work in accordance with the project schedule, the General Contractor will issue a Certified Letter of such failure to the Subcontractor. The Subcontractor must make corrections required within three working days after receiving notification from the General Contractor. If Subcontractor fails to make proper corrections the General Contractor will correct the deficiencies and will deduct from Subcontractor's payments all costs, plus 15% for overhead and profit.



Covering Ohio Since 1970

RECEIVED AUG 23 2005  
P.O. Box 1930  
Willoughby, Ohio 44096  
Tel: 440-942-6655  
Fax 440-942-9956  
e-mail velottapaving@velottapaving.com

August 18, 2005

Jack Gibson Construction Company  
2460 Parkman Road  
NW/Warren, Ohio 44485  
Attn: John Gibson

Re: Job Number 2010  
Grand Valley PK-12 School

Mr. Gibson:

This letter is in regards to the Change Order for the above mentioned project. Please submit a Change Order for the following:

Paving entrance drive 50 linear feet from pavement edge with 2 ½" of #402 and 1 ½" of #404.

Change Order Amount: \$ 2,500.00

If you have any questions, please call me at your convenience.

Thank you,

Dominic Velotta, Secretary  
Velotta Paving Co., Inc.

cmm

CHANGE - ORDER



JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, N.W. / WARREN, OHIO 44485

PHONE (330) 394-5280 / FAX (330)393-6515

"An Equal Opportunity Employer"

Contract No. 11084 Date Issued: 9/6/2005

Change Order No. 1 Amount: \$2,500.00

Subcontractor: Velotta Paving Co., PO Box 1930, Willoughby, OH 44096

Job: Grand Valley PK-12 School

Whereas, in connection with the Contract between Contractor and Subcontractor dated 7/25/2005 the following change is ordered:

PAVE Entrance Drive, 50 LF Code 02740 Add \$2,500.00

NOW, THEREFORE, subject to conditions hereinafter set forth, an equitable adjustment of the contract price and the contract time is established as follows:

THE CONTRACT PRICE is Increased

the amount of Two thousand five hundred 00/100 Dollars (\$2,500.00)

THE CONTRACT TIME is unchanged

Original: \$349,500 Additions: \$2,500 Deductions: To Date: \$352,000

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and any work affected thereby, is subject to all contract stipulations and covenants;
B. The rights of the Contractor are not prejudiced; and
C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted: 9/6/2005

Subcontractor: Velotta Paving Company Contractor: Jack Gibson Construction Company

by John Gibson (handwritten signature)

Name & Print Name of Authorized Company Representative

IN THE COURT OF COMMON PLEAS, ASHTABULA COUNTY, OHIO  
CIVIL DIVISION

GRAND VALLEY LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION  
111 Grand Valley Ave. West Suite A  
Orwell Ohio 44076,

and

OHIO SCHOOL FACILITIES  
COMMISSION,  
30 West Spring Street, 4th Floor  
Columbus, Ohio 43215,

and

STATE OF OHIO,  
Through the Ohio School  
Facilities Commission,  
30 West Spring Street, 4<sup>th</sup> Floor  
Columbus, Ohio 43215,

Plaintiffs,

v.

BUEHRER GROUP  
ARCHITECTURE & ENGINEERING, INC.  
c/o Fan Zhang, Statutory Agent  
7445 Airport Highway  
Holland, Ohio 43528,

and

JACK GIBSON CONSTRUCTION CO.  
c/o John C. Gibson, St., Statutory Agent  
2460 Parkman Road, NW  
Warren, Ohio 44485,

and

MCMILLAN CONSTRUCTION LIMITED  
aka MCMILLAN CONSTRUCTION COMPANY  
c/o David O. McMillan  
26457 State Route 58  
Wellington, Ohio 44090

Case No. 2014 CV 0161

JUDGE JUDGE GARY L. YOST

COMPLAINT

WITH JURY DEMAND  
ENDORSED HEREON

JAN PERTEK  
CLERK OF COURTS  
COMMON PLEAS COURT  
ASHTABULA CO. OH

JAN FEB 25 P 3 10

FILED

EXHIBIT

4

and

HARTFORD FIRE INSURANCE COMPANY  
10507 Timberwood Circle, Suite 208  
Louisville, Kentucky 40223  
c/o Agent: Schiff, Kreidler-Shell, Inc.  
1 West Fourth Street, Suite 1300  
Cincinnati, Ohio 45202

and

MERCHANTS BONDING COMPANY  
2100 Fleur Drive  
Des Moines, Iowa 50321  
c/o Agent: Dawson Insurance, Inc.  
1340 Depot Street  
Cleveland, Ohio 44116,

and

JOHN DOE CORPORATIONS ONE (1)  
THROUGH TEN (10)  
(Names and Addresses Unknown)

and

JOHN DOE BUSINESS ENTITIES  
ONE (1) THROUGH TEN (10)  
(Names and Addresses Unknown)

and

JOHN DOE INDIVIDUALS  
ONE (1) THROUGH FIFTY (50)  
(Names and Addresses Unknown)

Defendants.

INTRODUCTION, JURISDICTION & VENUE

1. This is an action for money damages and declaratory relief.

2. Plaintiff, Ohio School Facilities Commission ("OSFC"), is an agency of the state of Ohio, organized and existing pursuant to R.C. Chapter 3318, with specific authority to administer and enforce R.C. Chapter 3318 for and on behalf of the state of Ohio, and has the right to sue in its own name.

3. OSFC was formed by the Ohio General Assembly to facilitate the construction and reconstruction of educational buildings throughout the State of Ohio, and its headquarters are located at 30 West Spring Street, 4th Floor, Columbus, Franklin County, Ohio 43215.

4. As part of the OSFC program, school districts are identified to partner with OSFC in the financing and construction of school facilities throughout the State of Ohio.

5. Plaintiff, Grand Valley Local School District Board of Education ("Grand Valley") is a duly constituted Ohio political subdivision, which secured a favorable vote of electors of the Grand Valley Local School District to fund the local share of the school building project with OSFC, which is the subject of this litigation. (OSFC and Grand Valley are collectively referred to as the "Owners").

6. The events that give rise to this action occurred in connection with the design and construction for Grand Valley of the new PK-12 School Building located at 111 Grand Valley Ave. West, Orwell Ohio 44076 (the "Project") which occurred between 2001 and 2005.

7. The Project included among other things the design, engineering, construction, manufacturing, assembly, delivery, and installation of structural steel, roof, flashing, wall, windows, doors, insulation, and masonry systems, site development of storm sewer systems as well as site development, excavation, and preparation of the building identified in the preceding paragraph.

8. Defendant, Buehrer Group Architecture & Engineering, Inc. ("Buehrer"), is, upon information and belief, an Ohio Professional Corporation licensed to do business in Ohio and was

previously engaged in providing architectural and design services. Its agent for service of process is Fan Zhang, 7445 Airport Highway, Holland, Ohio 43528.

9. Buchrer was the Architect and Engineer of record for the Project, performing, designing, and supervising the architectural, engineering, and construction aspects of the Project before, during, and after construction. The acts performed by agents and employees of this Defendant concerning the Project were in connection with their duties with said Defendant, and they were acting in and about the discharge of those duties and within the scope of their employment and/or agency.

10. On or about April 22, 2002, Grand Valley entered into a contract with Buchrer to serve as the Architect and Engineer of record for the Project (the "Buchrer Contract"). Plaintiff OSFC is specifically identified in the Buchrer Contract as an intended third-party beneficiary so as to permit OSFC to obtain full performance of Buchrer's obligations, and thus Grand Valley and OSFC are real parties in interest to the Buchrer Contract. A true and accurate copy of the Buchrer Contract is attached hereto as *Exhibit A* and incorporated by reference as if fully rewritten herein.

11. At all times relevant herein, and upon information and belief, Defendant Jack Gibson Construction Limited, aka Jack Gibson Construction Company ("Gibson") was an Ohio corporation licensed to do and conducting business in the state of Ohio, with its principal place of business located at 2460 Parkman Road, NW, Warren, Ohio 44485, and was a General Trades contractor for the Project. The acts performed by agents and employees of Defendant Gibson concerning the Project were in connection with their duties with said Defendant, and they were acting in and about the discharge of those duties and within the scope of their employment.

12. On or about October 14, 2003, the State of Ohio, through the President and Treasurer of Grand Valley, entered into a contract with Gibson to serve as the General Trades contractor for the

Project (the "Gibson General Trades Contract"), and thus the State of Ohio, through the OSFC and Grand Valley, is the real party in interest to the Gibson General Trades Contract. A true and accurate copy of the Gibson General Trades Contract is attached hereto as *Exhibits B*, and is incorporated by reference as if fully rewritten herein.

13. At all times relevant herein, and upon information and belief, Defendant McMillan Construction Limited (hereinafter "McMillan") was an Ohio corporation licensed to do and conducting business in the state of Ohio, with its principal place of business located at 26457 St Route 58, Wellington, Ohio 44090, and was the early site contractor for the Project. McMillan filed its dissolution on or about October 15, 2007 with the Ohio Secretary of State by David O. McMillan, its authorized representative and its Agent for Service of Process. David O. McMillan's address is 26457 State Route 58, Wellington, Ohio 44090. The acts performed by agents and employees of this Defendant concerning the Project were in connection with their duties with said Defendant, and they were acting in and about the discharge of those duties and within the scope of their employment.

14. On or around May 28, 2003, the State of Ohio, through the President and Treasurer of Grand Valley, entered into a contract with McMillan to serve as the early site contractor for the Project (the "McMillan Contract"). The State of Ohio, through the OSFC and Grand Valley is the real party in interest to the McMillan Contract. A true and accurate copy of the McMillan Contract is attached hereto as *Exhibits C*, and is incorporated by reference as if fully rewritten herein.

15. Defendant Hartford Fire Insurance Company (hereinafter "Hartford Fire") is a corporation licensed to issue insurance, including surety bonds, with its principal place of business being 10507 Timberwood Circle, Suite 208, Louisville, Kentucky. Its duly authorized agent is Schiff, Kreidler-Shell, Inc., 1 West Fourth Street, Suite 1300, Cincinnati, Ohio 45202. Hartford Fire issued the

surety bond for Defendant Gibson on its contract as set forth above, a copy of which is incorporated by reference and attached as *Exhibit B*; the surety bond for Defendant Jack Gibson Construction Company on its contract, a copy of which is incorporated by reference and attached as *Exhibit D*.

16. Defendant Merchants Bonding Company (hereinafter "Merchants") is a corporation licensed to issue insurance, including surety bonds, with its principal place of business being 2100 Fleur Drive, Des Moines, Iowa 50321. Its duly authorized agent is Dawson Insurance, Inc., 1340 Depot Street, Cleveland, Ohio 44116. Merchants issued the surety bond for Defendant McMillan on its contract as set forth above, a copy of which is incorporated by reference and attached as *Exhibit C*; the surety bond for Defendant McMillan on its contract, a copy of which is incorporated by reference and attached as *Exhibit E*.

17. At all times relevant herein, Defendants John Doe Corporations One (1) through Ten (10), and/or John Doe Business Entities One (1) through Ten (10), and/or John Doe Individuals One (1) through Fifty (50), whose identities are currently unknown to the Plaintiffs because they could not discover their names, executed pay applications and/or are legally responsible for the damages alleged hereinafter and/or are the individuals who are officers, directors, principals, and/or employees of Defendants, and conducted and/or are responsible for the activities as set forth in this Complaint.

18. Each of the aforementioned contracts, *Exhibits A-C*, incorporates by reference additional documents, including without limitation the Ohio School Design Manual, General Conditions and Specifications, Plans and Specifications, Special Conditions, manufacturers' specifications and installation guidelines, applicable building codes, later written and executed amendments, and the like (collectively, the "Contract Documents"). These additional documents are part of the

7  
aforementioned contracts, but are not attached as they are voluminous and each Defendant should have them in its possession; regardless, the additional documents will be produced upon request.

19. Among other things, Defendants failed to perform and otherwise breached certain terms under their respective contracts, breached expressed and implied warranties, failed to correct defective materials and installations, breached their respective standards of care, failed to perform in a workmanlike manner, and/or otherwise failed to comply with the requirements of the Contract Documents, and their failures have directly and proximately caused the Owners to incur additional costs and damages, including without limitation repairing and replacing defective work and products, placing the buildings in the condition contemplated by the parties, and diminution in the fair market value of the buildings for the remaining conditions which are not susceptible to repair without economic waste. The Plaintiffs are currently in the process of repairing and replacing the defective and non-complying work, and the amount of damages are not therefore final, but are in excess of \$6,000,000.00.

20. Defendant Hartford Fire under the terms and conditions of its surety bond is jointly and severally responsible for the damage proximately caused by Defendant Gibson, and Defendant Merchants under the terms and conditions of its surety bond is jointly and severally responsible for the damage proximately caused by Defendant McMillan, as herein set forth.

21. This Court has subject matter and personal jurisdiction of this action because, at all times relevant herein, the parties were doing business and/or domiciled in the State of Ohio.

22. Pursuant to Civ.R. 3(B), venue is proper in Ashtabula County, Ohio because the actions and omissions that give rise to Plaintiffs' claims occurred in Ashtabula County and the real property at issue is located in said county.

**FIRST CLAIM FOR RELIEF:**  
**BREACH OF CONTRACTS BY GIBSON**

23. Plaintiffs incorporate paragraphs 1-22 above as if fully rewritten herein.
24. Plaintiffs performed all of their obligations under the Gibson General Trades Contract and all conditions precedent to bringing this action.
25. Defendant Gibson is liable to Plaintiffs for breach of the Gibson General Trades Contract by, among other things, failing to construct the Project in compliance with the Contract Documents, including without limitation the plans and specifications; failing to perform under and otherwise comply with the terms and conditions in the Gibson General Trades Contract; failing to correct defective materials and installations; failing to correctly perform repairs and remediation; and otherwise failing to perform in a workmanlike manner.
26. As a direct and proximate result of Gibson's breaches of its contracts, Plaintiffs have incurred and will incur additional costs and damages to repair and replace defective and non-complying work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest other compensatory and consequential damages, to be proven at trial.

**SECOND CLAIM FOR RELIEF:**  
**BREACH OF CONTRACT BY MCMILLAN**

27. Plaintiffs incorporate paragraphs 1-26 above as if fully rewritten herein.
28. Plaintiffs performed all of their obligations under the McMillan Contract and all conditions precedent to bringing this action.
29. Defendant McMillan is liable to Plaintiffs for breach of the McMillan Contract by, among other things, failing to construct the Project in compliance with the Contract Documents, including without limitation the plans and specifications; failing to perform under and otherwise comply with the terms and conditions in the McMillan Contract; failing to correct defective materials and

installations; failing to correctly perform repairs and remediation; and otherwise failing to perform in a workmanlike manner.

30. As a direct and proximate result of McMillan's breaches of its contract, Plaintiffs have incurred and will incur additional costs and damages to repair and replace defective and non-complying work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

**THIRD CLAIM FOR RELIEF:**  
**BREACH OF EXPRESS & IMPLIED WARRANTIES BY GIBSON**

31. Plaintiffs incorporate paragraphs 1-30 above as if fully rewritten herein.

32. At all times relevant herein, Defendant Gibson was engaged in the design, formulation, production, creation, construction, assembly, sale, distribution, supplying, preparation, labeling, installation, repair, and/or maintenance of the general trades scope of work and materials related to the Project.

33. Defendant Gibson expressly and impliedly warranted that its work and materials were free from defect in material or workmanship and were otherwise of good and merchantable quality and fitness for their intended uses.

34. Plaintiffs and/or their agents timely notified Defendant Gibson of defects in the materials and workmanship and that the same were otherwise not fit for their intended use, but Defendant Gibson has refused to honor its express and implied warranties.

35. Defendant Gibson breached the express and implied warranties by failing, among other things, to provide workmanship and materials of good and merchantable quality and fitness for their intended uses.

36. As a direct and proximate result of Defendant Gibson's breach of express and implied warranties, Plaintiffs have incurred additional costs and damages to repair and replace defective and

non-complying work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

**FOURTH CLAIM FOR RELIEF:**  
**BREACH OF EXPRESS & IMPLIED WARRANTIES BY MCMILLAN**

37. Plaintiffs incorporate paragraphs 1-36 above as if fully rewritten herein.

38. At all times relevant herein, Defendant McMillan was engaged in the design, formulation, production, creation, construction, assembly, sale, distribution, supplying, preparation, labeling, installation, repair, and/or maintenance of the parking lots and materials related to the Project.

39. Defendant McMillan expressly and impliedly warranted that its work and materials were free from defect in material or workmanship and were otherwise of good and merchantable quality and fitness for their intended uses.

40. Plaintiffs and/or their agents timely notified Defendant McMillan of defects in the materials and workmanship and that the same were otherwise not of good and merchantable quality and fitness for their intended uses, but Defendant McMillan has refused to honor its express and implied warranties.

41. Defendant McMillan breached its express and implied warranties by failing, among other things, to provide workmanship and materials of good and merchantable quality and fitness for their intended uses.

42. As a direct and proximate result of Defendant McMillan's breach of express and implied warranties, Plaintiffs have incurred additional costs and damages to repair and replace defective and non-complying work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

**FIFTH CLAIM FOR RELIEF:**  
**SURETY BOND CLAIMS AGAINST HARTFORD FIRE**

43. Plaintiffs incorporate the allegations set forth in Paragraphs 1-42 above as if fully rewritten herein.

44. Pursuant to R.C. 153.54, Defendant Hartford Fire submitted bond (*Exhibits D*), which obligated Defendant Hartford Fire to indemnify Plaintiffs OSFC and Grand Valley up to the limits of the contract between Plaintiffs and Gibson for all damages incurred by Plaintiffs as a result of failure on the part of Gibson to perform its General Trades Contract according to the provisions therein and in accordance with the plans, details, specifications and bills of materials as set forth in the Contract Documents concerning the Project.

45. Pursuant to Ohio law and the bond issued by it, Defendant Hartford Fire is required to indemnify Plaintiffs, and is therefore jointly and severally liable for damages incurred by Plaintiffs as a proximate result of the breaches by Gibson as herein set forth.

46. Defendant Hartford Fire, as a result of the liability of Defendants Gibson to Plaintiffs for damages as set forth in this Complaint, is liable to the Plaintiffs for all damages incurred by Plaintiffs up to the full amounts of the bond.

**SIXTH CLAIM FOR RELIEF:**  
**SURETY BOND CLAIMS AGAINST MERCHANTS**

47. Plaintiffs incorporate the allegations set forth in Paragraphs 1-46 above as if fully rewritten herein.

48. Pursuant to R.C. 153.54, Defendant Merchants submitted bond (*Exhibits E*), which obligated Defendant Merchants to indemnify Plaintiffs OSFC and Grand Valley up to the limits of the contract between Plaintiffs and McMillan for all damages incurred by Plaintiffs as a result of failure on the part of McMillan to perform its McMillan Contract according to the provisions therein and in

accordance with the plans, details, specifications and bills of materials as set forth in the Contract Documents concerning the Project.

49. Pursuant to Ohio law and the bond issued by it, Defendant Merchants is required to indemnify Plaintiffs, and is therefore jointly and severally liable for damages incurred by Plaintiffs as a proximate result of the breaches by McMillan as herein set forth.

50. Defendant Merchants, as a result of the liability of Defendant McMillan to Plaintiffs for damages as set forth in this Complaint, is liable to the Plaintiffs for all damages incurred by Plaintiffs up to the full amounts of the bond.

**SEVENTH CLAIM FOR RELIEF:**  
**BREACH OF CONTRACT BY BUEHRER**

51. Plaintiffs incorporate paragraphs 1-50 above as if fully rewritten herein.

52. Plaintiffs performed all of their obligations under the Buehrer Contract and all conditions precedent to bringing this action.

53. Defendant Buehrer is liable to Plaintiffs for breach of the Buehrer Contract by, among other things, failing to properly design the Project; failing to perform its obligation in compliance with the Contract Documents; failing to perform under and otherwise comply with the terms and conditions in the Buehrer Contract; failing to observe, detect, correct, and protect the Owners from defective designs, materials, and installations; and failing to meet the standard of care as the Architect and Engineer of Record on the Project.

54. As a direct and proximate result of Buehrer's breach of contract, Plaintiffs have incurred and will incur additional costs and damages to repair and replace defective and non-complying designs, workmanship and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

**EIGHTH CLAIM FOR RELIEF:**  
**NEGLIGENCE OF BUEHRER**

55. Plaintiffs incorporate paragraphs 1-54 above as if fully rewritten herein.
56. Defendant Buehrer was negligent in its performance concerning the Project, and otherwise failed to properly perform its duties as Architect and Engineer of Record within the professional standard of care.
57. As a direct and proximate result of the negligence of Defendant Buehrer, Plaintiffs have incurred and will incur additional costs and damages to repair and replace defective and non-complying designs, work and materials in an amount in excess of \$25,000.00, plus pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

**NINTH CLAIM FOR RELIEF:**  
**LIABILITY OF JOHN DOE CORPORATIONS ONE (1) THROUGH TEN (10)**

58. Plaintiffs incorporate paragraphs 1-57 above as if fully rewritten herein.
59. At all times relevant herein, Defendants John Doe Corporations One (1) through Ten (10), and/or John Doe Business Entities One (1) through Ten (10), and/or John Doe Individuals One (1) through Fifty (50), whose identities are currently unknown to Plaintiffs because they could not discover their names, may have breached contracts and/or express and implied warranties, may have been negligent, may have made negligent misrepresentations, and/or may be legally responsible for the damages incurred by Plaintiffs, and/or are the individuals who are officers, directors, principals, and/or employees of Defendants who may be individually and personally responsible for the activities as set forth in this Complaint, and thus may be liable to Plaintiffs for the damages incurred by Plaintiffs.
60. As a direct and proximate result of the actions of these as yet unidentified Defendants, Plaintiffs have incurred and will incur additional costs and damages in excess of \$25,000.00, plus

pre-judgment interest, and other compensatory and consequential damages, to be proven at trial.

**TENTH CLAIM FOR RELIEF:**  
**DECLARATORY RELIEF**

61. Plaintiffs incorporate paragraphs 1-60 above as if fully rewritten herein.

62. This is a claim for declaratory judgment pursuant to Ohio Revised Code Chapter 2721 to determine the rights and duties of the parties to the Buehret Contract, Gibson General Trades Contract, McMillan Contract, and the Surety Bonds issued by Hartford Fire and Merchants, attached hereto as *Exhibits A-E*, respectively.

63. There are genuine, material disputes as to the terms and conditions and rights, duties, and responsibilities under each of the aforementioned contracts for which Plaintiffs are entitled to declaratory judgment as to each.

WHEREFORE, Plaintiffs respectfully request this Court to enter judgment in their favor and against Defendants as follows:

1. Upon Plaintiffs' First Claim for Relief against Defendant Gibson for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.
2. Upon Plaintiffs' Second Claim for Relief against Defendant McMillan for all damages incurred in an amount in excess of \$25,000.00, plus interests, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.
3. Upon Plaintiffs' Third Claim for Relief against Defendant Gibson for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.
4. Upon Plaintiffs' Fourth Claim for Relief against Defendant McMillan for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other

recovery which Plaintiffs are legally entitled to recover from Defendant.

5. Upon Plaintiffs' Fifth Claim for Relief against Defendant Hartford Fire jointly and severally for all damages and costs awarded against Defendant Gibson upon Plaintiffs' First and Third Claims for Relief.

6. Upon Plaintiffs' Sixth Claim for Relief against Defendant Merchants jointly and severally for all damages and costs awarded against Defendant McMillan upon Plaintiffs' Second and Fourth Claims for Relief.

7. Upon Plaintiffs' Seventh Claim for Relief against Defendant Buehrer for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.

8. Upon Plaintiffs' Eighth Claim for Relief against Defendant Buehrer for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.

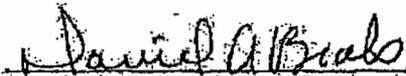
9. Upon Plaintiffs' Ninth Claim for Relief against each John Doe Defendant individually and jointly and severally for all damages incurred in an amount in excess of \$25,000.00, plus interest, costs, fees, and any other recovery which Plaintiffs are legally entitled to recover from Defendant.

10. Upon Plaintiffs' Tenth Claim for Relief for declaratory judgment declaring the rights and responsibilities of Plaintiffs and Defendants under the Buehrer Contract, the Gibson General Trades Contract, the McMillan Contract, and the Surety Bonds issued by Hartford Fire and Merchants.

11. Upon all Claims for Relief for all costs and fees incurred and such other relief as is necessary to provide Plaintiffs complete relief.

Respectfully submitted,

MICHAEL DeWINE  
Attorney General of Ohio



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[jerry.kasai@ohioattorneygeneral.gov](mailto:jerry.kasai@ohioattorneygeneral.gov)

**JURY DEMAND**

Now comes Plaintiffs, by and through their attorneys, and demand a jury of eight (8) persons to hear the within cause.



DAVID A. BEALS (0038495)  
Assistant Attorney General

ASHTABULA COUNTY COMMON PLEAS COURT  
25 WEST JEFFERSON ST.  
JEFFERSON, OHIO 44047

CIVIL SUMMONS

RECEIVED MAR 12 2014

PLAINTIFF:

CASE NO. 2014 CV 00161

GRAND VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCAT 111 GRAND VALLEY AVB WEST  
SUITE A ORWELL OH 44076  
OHIO SCHOOL FACILITIES COMMISSION 30 WEST SPRING STREET 4TH FLOOR COLUMBUS OH  
43215 -  
STATE OF OHIO THROUGH THE OHIO FACILITIES COMM 30 WEST SPRING STREET COLUMBUS OH  
43215

VS

DEFENDANT:

BUEHRER GROUP ARCHITECTURE & ENGINEERING INC C/O PAN ZHANG STAT AGENT 7445  
AIRPORT HIGHWAY HOLLAND OH 43528  
JACK GIBSON CONSTRUCTION CO C/O JOHN C GIBSON SR. STAT AGENT 2460 PARKMAN ROAD NW  
WARREN OH 44485  
MCMILLAN CONSTRUCTION LIMITED C/O DAVID O MCMILLAN 26457 STATE ROUTE 58  
WELLINGTON OH 44090  
HARTFORD FIRE INSURANCE COMPANY C/O AGENT: SCHIFF, KREIDLER-SHELL INC 1 WEST  
FOURTH STREET SUITE 1300 CINCINNATI OH 45202  
MERCHANTS BONDING COMPANY C/O AGENT: DAWSON INSURANCE INC 1340 DEPOT STREET  
CLEVELAND OH 44116  
JOHN DOE CORPORATIONS ONE 1 THROUGH TEN 10 ADDRESS UNKNOWN  
JOHN DOE BUSINESS ENTITIES ONE 1 THROUGH TEN 10 ADDRESS UNKNOWN  
JOHN DOE INDIVIDUALS ONE 1 THROUGH FIFTY 50 ADDRESS UNKNOWN

NAME AND ADDRESS OF PLAINTIFF'S ATTORNEY:

DAVID A BEALS OHIO ATTORNEY GENERAL OFFICE COURT OF CLAIMS DEFENSE 150 EAST GAY  
STREET 18TH FLOOR COLUMBUS OH 43215

DEFENDANT TAKE NOTICE

YOU HAVE BEEN NAMED AS A DEFENDANT IN A COMPLAINT FILED IN THE ASHTABULA COUNTY  
COMMON PLEAS COURT BY THE PLAINTIFF NAMED ABOVE. COPY OF COMPLAINT IS ATTACHED  
HERETO.

YOU ARE HEREBY NOTIFIED, SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S  
ATTORNEY, OR UPON THE PLAINTIFF IF HE HAS NO ATTORNEY OF RECORD, A COPY OF AN ANSWER  
TO THE COMPLAINT WITHIN 28 DAYS AFTER SERVICE OF THIS SUMMONS ON YOU, EXCLUSIVE OF  
THE DAY OF SERVICE.

YOUR ANSWER MUST BE FILED WITH THE COURT WITHIN 3 DAYS AFTER THE SERVICE OF  
A COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY, OR UPON THE PLAINTIFF IF HE HAS NO  
ATTORNEY OF RECORD.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR  
THE RELIEF DEMANDED IN THE COMPLAINT.

DATE: March 10, 2014

TAMM PENTER, CLERK

BY   
DEPUTY

AGREEMENT  
FOR  
**PROFESSIONAL DESIGN SERVICES**  
(CONSTRUCTION MANAGER INVOLVED)

*sent 4/22/02*

This Agreement for Professional Design Services (this "Agreement"), is made as of April 1, 2002, by and between the Grand Valley Local School District Board of Education ("School District Board"), whose contact person and address is set out below, and *Buehrer Group Architecture & Engineering, Inc.*, ("Architect") whose contact person and address is set forth below.

The School District Board, under the conditions named herein, does employ the Architect to provide professional services with respect to the Project (the "Project"). The School District Board and the Architect each acknowledge that the Ohio School Facilities Commission (the "Commission") is an intended third party beneficiary of this Agreement, so as to permit the Commission to obtain full performance of the Architect's obligations under this Agreement.

The School District Board and the Architect further acknowledge that Construction Management services will be provided by RP Carbone Company (the "Construction Manager") pursuant to a contract with the Commission whose contact persons are set forth below:

**Project Name:** Grand Valley Local School District  
**Project Number:**

**School District Board:**

**Contact Person:** John Sheets, Superintendent  
**Address:** 7527 Route 45, North Orwell, OH 44067  
**Phone Number(s):** (440) 437-6570  
**Fax Number(s):** (440) 437-1025

**Architect:**

**Contact Person:** Huber H. Buehrer, FAIA, PE  
**Address:** 314 Conant Street, Maumee, OH 43537  
**Phone Number(s):** (419) 893-9021  
**Fax Number(s):** (419) 893-9027

**Ohio School Facilities Commission:**

**Contact Person:** Jeff Tuckerman  
**Address:** 88 E. Broad St., Suite 1400, Columbus, OH 43215  
**Phone Number(s):** (614) 466-6290  
**Fax Number(s):** (614) 466-7749

**Construction Manager:**

**Contact Person:** Robert Speight  
**Address:** 5885 Landerbrook Drive, Cleveland, OH 44124  
**Phone Number(s):** (440) 449-6750  
**Fax Number(s):**



WHEREAS, the Ohio General Assembly has appropriated funds for the Project to the Commission as more fully itemized in the applicable Controlling Board Request and the applicable Office of Budget and Management Encumbrance; and

WHEREAS, the School District Board has received a favorable vote of the electors of the school district on the propositions required for the Project, as required by Section 3318.05(A) and (B) of the Ohio Revised Code; and

WHEREAS, the Architect desires, and is capable and licensed, to provide professional design services for the Project; and

WHEREAS, unless adjusted as provided herein, the Basic Fee and any Approved Additional Fees payable to the Architect under this Agreement shall not exceed *One Million Eight Hundred Ninety-Six Thousand Three Hundred Ninety Dollars (\$1,896,390.00)*.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the School District Board and the Architect agree as follows:

#### *ARTICLE I RESPONSIBILITIES OF ARCHITECT*

1.0 The Architect shall obtain a copy of the Ohio School Design Manual ("Design Manual"). The Architect shall endeavor to ensure that the plans, specifications and materials proposed for use in the Project comply with the standards established by the Design Manual and Commission Policies. The Architect agrees that any Variance Request will be submitted to the Commission 30 days before the completion of the Design Development Phase.

##### 1.1 Architect's Services

1.1.1 Scope of Services; Applicable Law. The Architect shall provide professional design services as defined in Section 153.65(c) of the Ohio Revised Code, including without limitation, services customarily furnished in accordance with generally accepted architectural and engineering practices, for the Project in accordance with the terms of this Agreement. The Architect shall provide such services in accordance with the applicable Sections of the Ohio Revised Code, any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules, building codes and regulations, and the School District Board's Program of Requirements (comprised of, without limitation, the Master Plan, Bracketing Forms and Summary of Renovations, Project Budget and Cost Estimates) as incorporated by reference herein. The Architect shall cooperate with the Construction Manager in performing its services hereunder.

1.1.2 Construction Budget. The total amount available for the construction of the Project is *Thirty-One Million Eighty-Eight Thousand Three Hundred Sixty and 42/100 Dollars (\$31,088,360.42)* (the "Construction Budget"). The Commission and the School District Board shall give written notice to the Architect and Construction Manager of any change in the Construction Budget. It is recognized that the Commission, School District Board, Architect and Construction Manager do not have control over the costs of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Construction Budget or from any estimate of cost or evaluation prepared by or agreed to by the Architect. However, the Architect acknowledges the Construction Budget and will perform its services hereunder with that Budget in mind.

1.1.3 Timeliness; Standard of Care. The Architect shall perform services hereunder in an efficient and timely manner in accordance with professional standards of skill, care and due and reasonable diligence in a timely manner expected of architects with experience in designing school buildings similar in design and function to the Project in accordance with the Project Schedule and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and as is consistent with professional skill, due care and in the best interests of the Commission and the School District Board.

1.1.4 Design Schedule. Within thirty (30) days after the execution of this Agreement, the Architect shall submit to the Construction Manager a Design Schedule for the performance of the Architect's services which shall include allowances for reasonable periods of time required for the review and approval of items by the Commission and the School District Board and, as applicable, for approvals of governmental authorities having jurisdiction over the Project. The Construction Manager shall review and coordinate the Design Schedule with the proposed Construction Schedule to produce a Project Schedule. Upon approval of the Project Schedule by the Architect and the Construction Manager, the Construction Manager shall submit the Project Schedule to the School District Board and the Commission for approval. The Project Schedule, when approved by the School District Board and the Commission, shall not be exceeded without notice and adjustment of the Project Schedule approved by the School District Board and the Commission.

1.1.5 Personnel. The identities of the principal persons, and the extent of their participation in performing the Architect's services as set forth in this Agreement, shall not be altered without the written consent of the School District Board. A list of those principal persons is attached as Appendix B.

1.1.6 Non-Discrimination. The Architect represents that the Architect is in compliance with all applicable equal employment opportunity requirements under law as required by Section 153.59 of the Ohio Revised Code and any other applicable state or federal laws.

1.1.7 Consultants. The Architect may provide services through one or more consultants employed by the Architect (the "Consultants"); provided the Architect shall remain responsible to the School District Board for all duties and obligations of the Architect under this Agreement. Should the Architect desire to employ a Consultant or Consultants to assist the Architect in performing services for the Project, the Architect shall, in writing, state the scope of services to be performed by the Consultant or Consultants and identify the Consultant or Consultants and their business addresses and shall seek the School District Board's approval, which shall not be unreasonably withheld. The identity of any Consultant, and the extent of such Consultant's participation in, performing the Architect's services shall not be altered without the consent of the School District Board.

1.1.8 Anti-Abuse of Drugs and Alcohol. The Architect shall make a good faith effort to ensure that no employee of the Architect or any Consultant or Consultant's employees, will purchase, transfer, use or possess, or be under the influence of alcohol or illegal drugs or abuse legally obtained drugs while on or about the Project or use tobacco or bring firearms, ordinance or other dangerous materials onto the property of the School District Board. Except for the term "employee," terms in this Subparagraph are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

1.1.9 Ethics. The Architect represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is not and has not engaged in any activity which would cause it or another person to not be in compliance with such requirements.

1.1.10 Ohio Services. Unless otherwise authorized by the Commission, the Architect's services shall be performed within the State of Ohio.

1.1.11 Limitation of Authority. The Architect shall not have any authority to bind the Commission or the School District Board for the payment of any costs or expenses without the express written approval of the Commission or the School District Board, as applicable. The Architect shall have authority to act on behalf of the Commission and the School District Board only to the extent provided herein. The Architect's authority to act on behalf of the Commission and the School District Board shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

1.1.12 Approval or Disapproval of Architect's Work. The Commission and the School District Board shall have the right to reasonably disapprove any portion of the Architect's work on the Project, including, without limitation, any design work or documents or Drawings prepared by the Architect. In the event that any portion of the Architect's work is disapproved by the Commission or the School District Board, the Architect shall proceed, when directed by the Commission or School District Board, with corrections to the work, documents or Drawings prepared or performed for that Phase to attempt to satisfy the objections. The Architect acknowledges that any review or approval by the Commission and the School District Board of any work, documents or Drawings prepared or performed by the Architect pursuant to this Agreement shall not relieve the Architect of the Architect's responsibility to properly and timely perform such work and prepare such documents and Drawings.

1.1.13 Safety. The Architect acknowledges that the safety of the School District's students, employees and guests is of the utmost importance. The Architect will take no action which would jeopardize the safety of the School District's students, employees, or guests and, without the School District Board's written approval, shall take no action which would interfere with the School District Board's activities. The School District Board reserves the right to require the Architect and its employees and any Consultants and the Consultant's employees to wear identification (subject to applicable safety standards), to stay in designated work areas at all times while on the School District Board's property and to record on a log the Architect's or Consultant's presence immediately upon entering the School District Board's property. The School District Board shall have the right to effect through the Architect the immediate removal of the Architect's employee or any Consultant or Consultant's employees from the Project Site for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees or guests of the School District Board or for other good cause shown.

## *ARTICLE II*

### *SCOPE OF ARCHITECT'S BASIC SERVICES*

#### 2.1 General

2.1.1 Basic Services to be provided by the Architect shall consist of the six (6) phases set forth in Paragraphs 2.1 through 2.7 inclusive, and include without limitation normal architectural, civil, structural, mechanical, electrical, and landscape design and engineering services for the Project, and any necessary signage and graphics, acoustics, computers, communications, fixtures, furnishings, interior design and equipment. It is recognized that the School District Board's Program of Requirements may consist of multiple Pre-Design, Schematic Design, Design Development, Construction Document, Bidding/Negotiation, and Construction Phases and Project Closeout. Attached to this Agreement and incorporated herein is Appendix A setting forth the element of the minimum phase submission requirements for each of the design phases for the Project.

## 2.2 Pre-design Phase (Program Development/Confirmation)

2.2.1 Program of Requirements. The Architect, in conjunction with the Construction Manager, shall visit the Project Site(s) to familiarize themselves with the conditions and limitations thereof, prior to the Architect providing an evaluation of the School District Board's educational requirements, schedule and budget requirements, including the Construction Budget, each in terms of the other, to the School District Board, the Commission, and the Construction Manager.

2.2.2 Program of Requirements and Revisions. The Architect shall, through a process of interviews, compile, date, and sign the Program of Requirements, and deliver the same to the School District Board for written approval and deliver a copy of the signed Program of Requirements to the Commission and Construction Manager. If any changes or adjustments to the Program of Requirements are desired at any time after the Program of Requirements has been delivered to the Commission, the Architect shall prepare a written amendment to the Program of Requirements describing the changes or adjustments, obtain the School District Board's written approval thereof and deliver the amendment to the Commission and the Construction Manager for review, comment and consent. The Program of Requirements, as amended, shall determine the Scope of the Project.

2.2.3 Site Conditions. The Architect shall assist the School District Board and the Construction Manager in obtaining proposals to test surface and subsoil conditions at the site, obtaining additional borings, and carrying out any other test or evaluation related to the site as may be recommended by the Architect or the Construction Manager and authorized by the School District Board.

## 2.3 Schematic Design Phase (Preliminary Drawings)

2.3.1 Consultation. The Architect shall identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project and participate in consultations with such authorities. The Architect shall further investigate existing conditions and verify the information provided by the School District Board, as reasonably necessary and practical.

2.3.2 Recommendations and Costs. The Architect shall review site use and improvements and alternative approaches to selection of materials, building systems and equipment with the School District Board as related to the Ohio School Design Manual.

2.3.3 Preliminary Life Cycle Analysis. In accordance with Section 123.011 of the Ohio Revised Code and Rule 123:4 of the Ohio Administrative Code, the Architect shall prepare and submit three (3) copies of alternative design concepts for a Preliminary Life Cycle Analysis to the School District Board unless a different number is required by the School District Board. The Architect will provide a copy to the Construction Manager. This subparagraph does not apply if the Architect utilizes a system set forth in the Design Manual. The applicable Life Cycle Analysis calculations have already been prepared for systems contained in the Design Manual.

2.3.4 Schematic Design Documents. Based upon the Program of Requirements, and the Project Schedule and Construction Budget requirements, the Architect shall prepare Schematic Design Documents consisting of architectural drawings and other documents illustrating the scale of the Project and the relationship of components of the Project to one another and of the Project to surrounding properties. Upon completion of the Schematic Design Phase, the Architect shall provide four (4) copies of the Schematic Design Documents to the Construction Manager, the School District Board and the Commission. A meeting shall then be held between the Architect, the Construction Manager, the School District Board and the Commission where the Construction Manager, the School District Board and the Commission may make comments or suggestions to the Architect. After receiving these comments and suggestions, the Architect shall submit an amended set of Schematic Design Documents to the School District Board and obtain its approval in writing, then