

ORIGINAL

IN THE COURT OF CLAIMS OF OHIO

GRAND VALLEY LOCAL SCHOOL
DISTRICT, ET AL.

Plaintiffs

vs.

BUEHRER GROUP ARCHITECTURAL
ENGINEERING, ET AL.

Defendants

vs.

BOAK AND SONS, INC.
c/o Samuel G. Boak, statutory agent
75 Victoria Rd.
Youngstown, OH 44515

Fourth Party Plaintiff
Third Party Defendant

vs

HIRSCHMANN CONSTRUCTION
SERVICES, INC.
86222 Saddlebrook Dr.
Hermitage, PA 16148

Fourth Party Defendant

And

JOSEPH HIRSCHMANN
86222 Saddlebrook Dr.
Hermitage, PA 16148

Fourth Party Defendant

CASE NO.: 2014-00469-PR

JUDGE PATRICK M. McGRATH

FILED
COURT OF CLAIMS
OF OHIO
2014 JUN 12 PM 2:19

FOURTH PARTY COMPLAINT OF
BOAK AND SONS, INC.

[Request for Service]

[JURY DEMAND]

ON COMPUTER

Now comes Third Party Defendant/Fourth Party Plaintiff Boak & Sons, Inc. ("Boak") and Pursuant to Civ. R. 14A, states as its Fourth Party Complaint against Hirschmann Construction Services Inc. and Joseph Hirschmann (collectively "Hirschmann"):

1. Jack Gibson Construction Company ("Gibson") has filed a Third Party Complaint, a copy of which is attached as **Exhibit 1**, alleging that Grand Valley contracted with Gibson to build Grand Valley School ("Project") and that Gibson subcontracted the roofing work on that job to Boak.

2. On June 2, 2004, Boak and Hirschmann executed Purchase Order No. 4872 which subcontracted the roofing work on the Project to Fourth Party Defendant Hirschmann. A copy of Purchase Order No. 4872 is attached hereto as **Exhibit 2**.

3. Grand Valley alleges construction defects in the Complaint. Gibson alleges in the Third Party Complaint that Boak may be liable to Gibson for the roofing defect alleged by Grand Valley.

4. Boak states that it met all of its obligations required by its subcontract with Gibson and that Boak denies liability to any party to this action. However, to the extent that any of the work provided by Boak is determined to be defective, then Fourth Party Defendant Hirschmann breached its subcontract with Boak by failing to perform in a workmanlike manner and to otherwise perform the work in compliance with Hirschmann's obligations as set forth in its subcontract with Boak. If Hirschmann's roofing work is found to be defective, then Boak will be damaged by Hirschmann's breach of its subcontract with Boak and Boak will be entitled to

recover any and all amounts that Boak is required to pay from Third Party Defendant Hirschmann.

5. Hirschmann had an obligation to perform its work pursuant to its subcontract with Boak in a workmanlike manner.

6. If it is determined that the roofing work was done in an unworkmanlike or otherwise negligent manner, then Boak will be damaged by Hirschmann's negligence and Boak will be entitled to contribution from Hirschmann for any and all amounts that Boak may be required to pay.

7. Pursuant to the subcontract between Boak and Hirschmann, Hirschmann warranted its work against all deficiencies and defects in materials and workmanship and, therefore, to the extent that any work performed by Hirschmann is deemed defective, Hirschmann is in breach of its contractual and common law warranty obligations to Boak.

WHEREFORE, Third Party Defendant/Fourth Party Plaintiff Boak prays for judgment against Fourth Party Defendant Hirschmann in an amount equal to any amount found against Boak for work done on the Project, such amount being in excess of \$25,000.00 plus costs and attorney fees.

Respectfully submitted,



PATRICK F. ROCHE (0025959)

DAVIS & YOUNG

1200 Fifth Third Center

600 Superior Avenue East

Cleveland, Ohio 44114

Phone (216) 348-1700

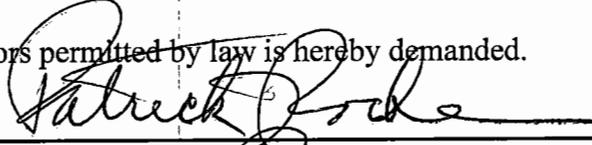
Fax (216) 621-0602

Email proche@davisyoung.com

Attorney for Third Party Defendant/Fourth Party Plaintiff Boak & Sons, Inc.

JURY DEMAND

A trial by the maximum number of jurors permitted by law is hereby demanded.

A handwritten signature in cursive script, appearing to read "Patrick F. Roche", written over a horizontal line.

PATRICK F. ROCHE (0025959)

DAVIS & YOUNG

Attorney for Third Party Defendant/Fourth Party
Plaintiff Boak & Sons, Inc.

SERVICE

A copy of the foregoing has been sent this 10th day of June, 2014 to:

David A. Beals
Jerry K. Kasat
Assistant Attorneys General
Court of Claims Defense
150 E. Gay St., 18th Floor
Columbus, OH 43215

Attorneys for Plaintiffs
Grand Valley Local School District
Ohio Schools Facility Commission,
And State of Ohio

Brian C. Lee
REMINGER CO LPA
101 West Prospect Ave W, #1400
Cleveland, OH 44115-1093

Attorney for Buehrer Group

Brian Buzby
PORTER WRIGHT MORRISON ARTHUR
LLP
41 S. High St.
Columbus, OH 43215

Attorney for Hartford Fire Insurance Co.

Stephen P. Withee
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Columbus, OH 43215-3484

Attorneys for Merchants Bonding Co.

Joseph A. Gerling
Scott A. Fenton
LANE ALTON & HORST, LLC
2 Miranova Place, Suite 500
Columbus, OH 43215

Attorneys for Jack Gibson Construction Co.

Jay William Pustelak
Dba Pustelak, Inc.
9070 Peach St.
Waterford, PA 16441

Defendant

Velotta Asphalt Paving Co., Inc.
P.O. Box 1930
4964 Campbell Rd
Willoughby, OH 44096

Defendant



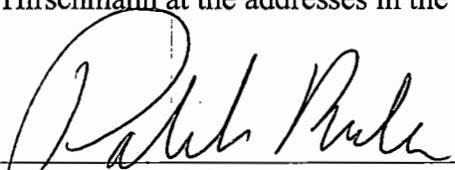
PATRICK F. ROCHE (0025959)

DAVIS & YOUNG

Attorney for Third Party Defendant/Fourth Party
Plaintiff Boak & Sons, Inc.

REQUEST FOR SERVICE

Third Party Plaintiff Boak requests that the Clerk of Court issue a summons and a copy of the Fourth Party Complaint by certified mail return receipt requested to Third Party Defendants Hirschmann Construction Services and Joseph Hirschmann at the addresses in the caption.



PATRICK F. ROCHE (0025959)
DAVIS & YOUNG
Attorney for Defendant Boak & Sons, Inc.

IN THE COURT OF COMMON PLEAS
ASHTABULA COUNTY, OHIO

Grand Valley Local School
District Board of Education, et al.,

Plaintiffs,

-vs-

Buehrer Group
Architecture & Engineering, Inc., et al.,

Defendants,

Jack Gibson Construction Co.
c/o John C. Gibson, Sr. Statutory Agent
2460 Parkman Road, N.W.
Warren, Ohio 44485,

Defendants/Third-party Plaintiff,

-vs-

Boak & Sons, Inc.
c/o Samuel G. Boak, statutory agent
75 Victoria Road
Youngstown, Ohio 44515,

and

J. William Pustelak d/b/a
Pustelak, Inc.
9070 Peach Street
Waterford, PA 16441,

and

Velotta Asphalt
Paving Company, Inc.
P.O. Box 1930
4964 Campbell Road
Willoughby, Ohio 44096,

Third-Party Defendants.

Case No. 2014CV0161

Judge Gary L. Yost

TAMI FERTEK
CLERK OF COURTS
COMMON PLEAS COURT
ASHTABULA CO., OH

2014 MAY -8 P 2:19

FILED

THIRD PARTY COMPLAINT

Defendant, Jack Gibson Construction Co., ("JGCC") for its third-party complaint against Boak & Sons, Inc. ("Boak"), J. William Pustelak, Inc. d/b/a Pustelak, Inc. ("Pustelak") and Velotta Asphalt Paving Company, Inc. d/b/a Velotta Paving Company ("Velotta"), alleges as follows:

FACTS COMMON TO ALL CLAIMS

1. The Third-Party Plaintiff, JGCC, is a for-profit corporation organized and existing under the laws of the State of Ohio with its principal place of business located in Trumbull, County, Ohio.
2. Boak is a for-profit corporation organized and existing under the laws of the State of Ohio with its principal place of business located in Youngstown, Ohio.
3. Pustelak is or was a for-profit corporation organized and existing under the laws of the State of Pennsylvania with its principal place of business located in Waterford, Pennsylvania.
4. Velotta was a for-profit corporation that was organized and existing under the laws of the State of Ohio with its principal place of business located in Lake County, Ohio.
5. Plaintiffs entered into a contract with Buehrer Group Architecture & Engineering, Inc. ("Buehrer") who agreed to provide all engineering and architectural design services to construct a new K-12 Grand Valley Local School ("the Project"). A copy of Buehrer's contract is attached as Exhibit A to plaintiffs' complaint.
6. On October 14, 2003, plaintiffs, Grand Valley Local School District Board of Education ("Grand Valley"), and the Ohio School Facilities Commission ("OSFC"),

entered into a contract with JGCC for general trades work for the Project. A copy of the contract is attached as Exhibit B to plaintiffs' complaint.

7. On October 23, 2003, JGCC entered into a subcontract with Pustelak to furnish materials and labor necessary to perform the masonry work during the Project in strict accordance with the contract documents prepared by Buehrer. A copy of Pustelak's contract is attached hereto as Exhibit 1.

8. On December 23, 2003, JGCC entered into a subcontract with Boak to furnish materials and labor necessary to perform roofing work during the Project in strict accordance with the contract documents prepared by Buehrer. A copy of Boak's contract is attached hereto as Exhibit 2.

9. On July 25, 2005, JGCC entered into a subcontract with Velotta to furnish materials and labor necessary to perform the asphalt paving work during the Project in strict accordance with the contract documents prepared by Buehrer. A copy of Velotta's contract is attached hereto as Exhibit 3.

10. On February 25, 2014, plaintiffs filed an action in the Court of Common Pleas of Ashtabula County, Ohio captioned *Grand Valley Local School District Board of Education, et al., v. Buehrer Group, et al.*, Case No. 2014-CV-161, in which they allege claims including breach of contract for failing to perform in a workmanlike manner, and breach of express and implied warranties against JGCC related to the work performed by the third-party defendants. A copy of plaintiffs' complaint and exhibits are attached hereto as Exhibit 4.

11. Upon information and belief, plaintiffs' claims include claims for defects in the construction of the asphalt paving, masonry and roofing work performed by the third-party defendants.

12. The general terms and conditions common to all of the subcontracts require each third-party defendant to:

a. Bind itself to JGCC in the same manner as JGCC was bound under the general contract to the owner.

b. Provide materials and perform work in strict accordance with the contract documents and in a workmanlike manner.

c. Perform work in accordance with all applicable federal, state, and local laws, ordinances, and regulations.

d. Name JGCC as an additional insured on their respective liability insurance policies executed in connection with the projects. Copies of the insurance certificates naming JGCC as an additional insured on the third-party defendants' policies are attached hereto as Exhibits 5, 6 and 7, and

e. Warrant work against all deficiencies and defects in materials and/or workmanship.

13. Plaintiffs' complaint alleges that the third-party defendants identified above failed to perform their duties as required by Ohio law and the contract documents, and consequently are or may be liable to JGCC for any and all damages that JGCC may be obligated to pay arising from this lawsuit.

14. For the sole purpose of providing the factual basis underlying this third-party complaint and denying the truth of the allegations contained in plaintiffs'

complaint (to the extent they were denied in JGCC's answer to plaintiffs' complaint) the allegations contained in plaintiffs' complaint are incorporated by reference as if specifically restated herein.

CLAIM ONE

(Breach of Contract)

15. JGCC incorporates herein by reference each and every allegation set forth above.

16. JGCC performed all of its contractual obligations owed to the third-party defendants under their respective subcontracts.

17. The third-party defendants were required by their respective subcontracts to perform their duties in a workmanlike manner and in strict accordance with the contract documents governing each project.

18. JGCC denies any liability owing to any party in this action. However, to the extent that any of the work performed by the third-party defendants is deemed to be defective, faulty or deficient in any respect, then the responsible third-party defendants breached their respective subcontracts by, among other things, failing to perform in a workmanlike manner and in strict accordance with the contract documents governing each project.

19. JGCC denies any liability to any party in this action. However, to the extent that any of the work performed by the third-party defendants is deemed to be defective, faulty or deficient in any respect, thus allowing any party to recover against JGCC in this action, then JGCC will be damaged by the third-party defendants' breach of their contractual obligations and will be entitled to recover from the third-party defendants any and all amounts that it is obligated to pay. These

amounts would include, but are not limited to, the costs of repair and replacement of defective work and defective or damaged construction materials.

CLAIM TWO

(Negligence)

20. JGCC incorporates herein by reference each and every allegation set forth above.

21. Each third-party defendant had a duty to perform its work in a workmanlike manner and in strict accordance with the contract documents.

22. JGCC denies any liability to any party in this action. However, to the extent that any of the work performed by the third-party defendants is deemed to be have been performed in an unworkmanlike manner, thus allowing any party to recover against JGCC in this action, then JGCC will be damaged by the third-party defendants' negligence and will be entitled to recover from the third-party defendants any and all amounts that it is obligated to pay. These amounts would include, but are not limited to, the costs of repair and replacement of defective work and defective or damaged construction materials.

CLAIM THREE

(Indemnity)

23. JGCC incorporates herein by reference each and every allegation set forth above.

24. In accordance with the terms of the subcontract agreements, the third-party defendants agreed to defend, indemnify, and hold JGCC harmless from and against all claims, damages, loss, and expenses, including but not limited to attorney's fees, arising out of or resulting from defective work.

25. To the extent that JGCC is found liable in this action for any deficiencies in the work performed under the subcontracts, JGCC's liability is secondary to the primary liability of the third-party defendants and, therefore, JGCC is entitled to contractual and common law indemnity from and against the third-party defendants in the amount of any adverse judgment against JGCC in this action, along with the recovery of reasonable attorneys' fees incurred defending this action.

CLAIM FOUR

(Contribution)

26. JGCC incorporates herein by reference each and every allegation set forth above.

27. Plaintiff alleges damages against JGCC, which if later proven, are proximately caused by the third-party defendants' failure to exercise reasonable care in the performance of their duties under their respective subcontracts and Ohio law.

28. JGCC is entitled to contribution from the third-party defendants to the extent that any adverse judgment against JGCC is in excess of its proportionate share of liability to another party.

CLAIM FIVE

(Breach of Express and Implied Warranties)

29. JGCC incorporates by reference each and every allegation set forth above.

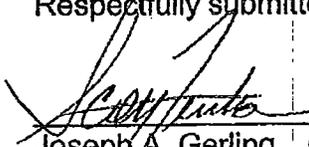
30. Pursuant to their subcontracts with JGCC, each third-party defendant warranted its work against all deficiencies and defects in materials and/or workmanship.

31. JGCC denies any and all liability to any party in connection with the Project. However, to the extent that any of the work performed by any of the third-party defendants is deemed defective, faulty, or deficient, the third-party defendant responsible for the work is in breach of its contractual warranty obligations and any other warranty obligations implied by law.

32. Additionally, to the extent that any of the work performed by any of the third-party defendants is deemed defective, faulty or deficient, the third-party defendant responsible for the work is in breach of its implied warranty of good workmanship.

WHEREFORE, JGCC demands judgment against each of the third-party defendants in an amount in excess of \$25,000, plus recovery of expenses, costs, and reasonable attorney's fees, as provided for by the subcontracts.

Respectfully submitted,


Joseph A. Gerling (0022054)

Scott A. Fenton (0068097)

LANE ALTON & HORST, LLC
Two Miranova Place, Suite 500
Columbus, Ohio 43215

P: 614.228.6885

F: 614.228.0146

E: jgerling@lanealton.com

sfenton@lanealton.com

Counsel for Jack Gibson Construction Co.

N^o 10600

JG

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

ATTENTION: Tim Pustelak

Jobsite Contact Ken Hedrick

TELEPHONE: 814-868-3121

FAX 814-868-0121

Jobsite Phone 440437-5430

- 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*

OUR JOB Grand Valley PK-12 School
 SHIP VIA best way
 TO See A
 TERMS See I
 F. O. B job site
 DELIVERY 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 <u>unchanged</u>			
<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 <u>unchanged</u>			
<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.
RCQ 61, BUL 53, Code 22058 | Deduct (5,937.50) |
| 2. Replace block in vestibules 392 & 431 with scored block
RCQ 67; Code 22069 | Add \$249.30 |
| 3. Provide masonry chase wall in room 120 - Kiln
RCQ 71, Code 22076 | Add \$296.15 |
| 4. Delete street sign precast caps and add (2) cornerstones
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
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
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
RCQ 93, Code 22018 | Add: \$ 391.47 |
| 2. Add control joints in area K
RCQ 89, Code 22091 | Add: 144.61 |
| 3. Masonry at roof edge.
RCQ 12 Code 22014 | Add: 15,002.00 |
| 4. Add (2) two new masonry and precast concrete signs.
RCQ 107, Code 22108 | Add: 5,192.56 |
| 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 <u>unchanged</u>			
<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

2460 PARKMAN ROAD, MAW WARREN OHIO 44885
PHONE (330) 331-5280 FAX (330) 331-6515
Website (0996) *Unity Employer*

Contract No. 10600 Date Issued: 10/7/2005

Change Order No. 6 Amount: \$1,079.30

TO: Pustala, Inc. 5020 Paces, Waterford, PA 16141 Subcontractor

Job: Grand Valley Mills

Whereas, in connection with the Contract between contractor and Subcontractor dated 10/27/2003, the following change is ordered:

- 1. Add masonry at new save details RCO 197, Code 22108 Add \$1,185.22
- 2. Rework masonry corners at W. Windows room 288, RCO 197, Code 22101. Add \$1,735.49
- 3. Eliminate masonry per revised room details, RCO 19, Code 22045. Deduct \$1,576.05
- 4. Additional framing at 9' height, RCO 7, Code 22062. Add \$756.11

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

THE CONTRACT PRICE IS INCREASED in the amount of Four thousand seven hundred and 907.00 dollars (\$4,707.00)

THE CONTRACT TIME IS UNCHANGED

Original \$3,125.000 Additions \$841.905 Deductions \$1,185.180 No Date \$3,841,605.72

The conditions herein are referred to are as follows:

- A. The aforementioned change and any work created thereby is subject to all contract stipulations and covenants.
- B. The rights of the Contractor are indisputed and
- C. All claims against the Contractor which are incidental to or are a consequence of the aforementioned change are satisfied.

Date Accepted: 10/7/2005

Subcontractor: Pustala, Inc. Contractor: Jack Gibson Construction Company

By _____

on & 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.

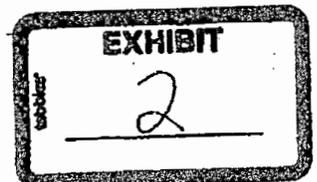
****OSHA "Right-To-Know" Hazard Communication Requirements apply to all purchase orders**

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

John Gibson

Accepted By:



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.
- F. **Submittals:** Reference Article 14 of the general conditions of the specifications and CM's submittal log 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

2480 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 <u>unchanged</u>			
<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

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 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 unchanged

<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

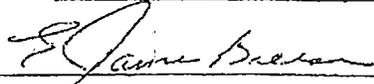
<u>995,500.00</u>	<u>10,389.22</u>	<u>8,170.62</u>	<u>997,718.60</u>
Amount of Original Contract	Total Additions	Total Deductions	Contract to Date

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) 393-6515

Contract No. 10624 Date Issued 12/14/04

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

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

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

IT IS HEREBY AGREED, 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

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

The conditions hereinafter referred to are as follows:

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

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

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

CHANGE ORDER

JACK GIBSON CONSTRUCTION COMPANY

2460 PARKMAN ROAD, NEW WARREN, OHIO 44185
PHONE (330) 394-5280 / FAX (330) 393-6519
An Equal Opportunity Employer

Contract No. 11027
Change Order No. 1
To: Boak & Sons 75 Vidon Road, Alsip, OH 44515
Job: Grand Valley RR #2
Date Issued: 11/27/2005
Amount: \$1634.00
Subcontractor:

Whereas, in connection with the contract between contractor and its subcontractor dated 12/28/2003, the following change is ordered:

- 1. Install approximately 10' of 10" outer diameter 160187 bulkhead. Add \$1634.00

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 three hundred and sixty three dollars and 00/100 Dollars (\$1634.00)

THE CONTRACT TIME IS UNCHANGED
original 0995500 Additions 0307000 Deductions 0002700475

the conditions hereinafter referred to are as follows:

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

Date Accepted: 11/27/2005

Subcontractor: Boak & Sons Contractor: Jack Gibson Construction Company

Print Name of Authorized Company Representative

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

Toak & Sons, Inc.

Victoria Road
Youngstown, Ohio 44515
Tel: 330.793.5646 / Fax: 330.793.8455

Proposal

Date: October 26, 2005

Proposed by: Jack Gibson Construction Company
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 RLCQ168
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 Toak and Sons, Inc. Signature:

Joseph A. Geapa
Joseph A. Geapa

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 have been taken off rough prints and specifications, as such this quote may be considered preliminary. All agreements contingent upon strikes, accidents, act of God or other 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
I.	SUBCONTRACTORS						\$ -
J.	MARKUP				10%		\$ -
K.	MISCELLANEOUS						
		Bond & Insurance					
		Travel				48.00	
		Permits, licenses, inspections, tests					\$ 48.00
TOTAL COST							\$ 3,623.37

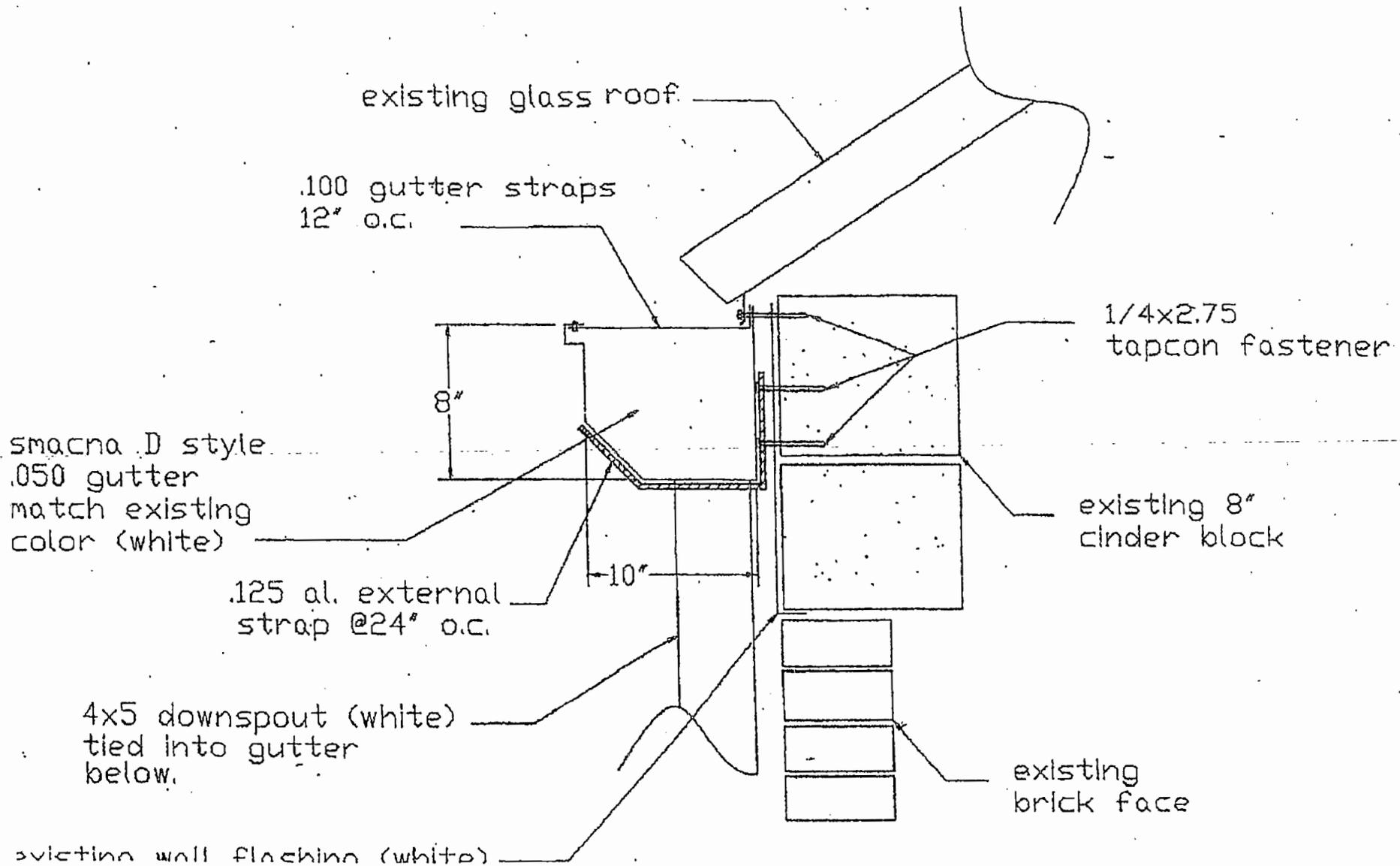
BULLETIN NO. 118

D C @ 168 Code 22174

ORWELL/GRAND VALLEY SCHOOLS

gutter installation at glass wall

RCQ 168 Code 22174





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"

Velotta Paving Co.
PO Box 1930
Willoughby, OH 44096

TO:

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.

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
SHIP VIA	best way
CO	See A
TERMS	See I
O. B	Jobsite
DELIVERY	See H

PLEASE SIGN GREEN COPY AND RETURN
JACK GIBSON CONSTRUCTION COMPANY

Accepted By: *John Gibson*

----- Sign & Print Name -----
of Authorized Company Representative

EXHIBIT
3

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.

Insurance – continued

- 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.



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:

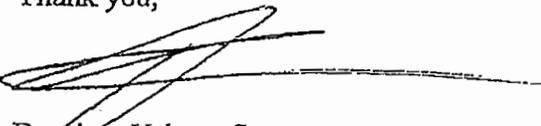
This letter is in regards to the Change Order for the above mentioned project. Please submit a Change Order for the following:

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

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

At: Grand Valley PK-12 School

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

To: 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 to the contract time is established as follows:

IF CONTRACT PRICE is Increased the amount of Two thousand five hundred 00/100 Dollars (\$2,500.00).

IF CONTRACT TIME is unchanged

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

- 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.

Accepted: 9/6/2005

Subcontractor: Velotta Paving Company Contractor: Jack Gibson Construction Company

by [Signature]

Print Name of Authorized Company Representative

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

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, 4th 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, Sr., 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. 2014CV0161

JUDGE JUDGE GARY L. YOST

COMPLAINT

WITH JURY DEMAND
ENDORSED HEREBY

TAMI PERREK
CLERK OF COURTS
COMMON PLEAS COURT
ASHTABULA CO. OH

FEB 25 P 3 10

FILED

COPY

