

**ORIGINAL**

FILED  
COURT OF CLAIMS  
OF OHIO

IN THE COURT OF CLAIMS  
STATE OF OHIO

2014 AUG -7 PM 12: 05

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

Plaintiffs :

-vs- :

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

Defendants :

Case No. 2014-00469-PR

Judge McGrath

**ANSWER TO PLAINTIFFS' AMENDED COMPLAINT**

Defendant, Jack Gibson Construction Co., for its answer to the amended complaint filed by plaintiffs, Grand Valley Local School District Board of Education ("Grand Valley") and the Ohio School Facilities Commission ("OSFC"), alleges and avers as follows:

**FIRST DEFENSE**

1. Paragraph one of plaintiffs' complaint does not require any substantive response. JGCC denies that plaintiffs are entitled to the damages and declaratory relief requested in their complaint.
2. JGCC admits the allegations contained paragraph 2 of the complaint.
3. JGCC admits the allegations contained in paragraph 3 of the complaint.
4. JGCC admits the allegations contained paragraph 4 of the complaint.
5. JGCC admits the allegations contained paragraph 5 of the complaint.
6. JGCC admits that allegations contained paragraph 6 of the complaint.
7. JGCC admits that allegations contained paragraph 7 of the complaint.

**ON COMPUTER**

8. JGCC denies for lack of knowledge the allegations contained in paragraph 8 of the complaint.

9. JGCC admits that Buehrer Group Architecture & Engineering, Inc. ("Buehrer") served as the architect and engineer of record during the project but denies for lack of knowledge the remaining allegations contained paragraph 9 of the complaint.

10. JGCC admits that Grand Valley entered into a contract with Buehrer to serve as the architect and engineer for the project and admits the remaining allegations contained in paragraph 10 of the complaint to the extent they are consistent with the plain language of Buehrer's contract, attached thereto as Exhibit A.

11. JGCC admits the allegations contained paragraph 11 of the complaint.

12. JGCC admits the allegations contained paragraph 12 of the complaint to the extent that they are consistent with Exhibit B attached thereto, which speaks for itself.

13. JGCC denies for lack of knowledge the allegations contained in paragraph 13 of the complaint.

14. JGCC admits that McMillan Construction Limited (McMillan") entered into a contract with plaintiffs to perform site work for the project and states that Exhibit C attached to the complaint speaks for itself but denies for lack of knowledge the remaining allegations contained in paragraph 14 of the complaint.

15. JGCC admits the allegations contained paragraph 15 of the complaint and states that Exhibit D attached thereto speaks for itself.

16. JGCC denies for lack of knowledge the allegations contained in paragraph 16 of the complaint and states that Exhibit E attached thereto speaks for itself.

17. JGCC denies for lack of knowledge the allegations contained in paragraph 17 of the complaint.

18. JGCC states that the "contract documents" referenced in paragraph 18 of the complaint speak for themselves and admits the remaining allegations to the extent that they are consistent with the provisions of the "contract documents" referenced in this paragraph.

19. JGCC substantially performed its contractual duties at issue in this case and, therefore, denies the allegations contained in paragraph 19 of the complaint as they pertain to JGCC; JGCC denies for lack of knowledge the remaining allegations contained in paragraph 19 of the complaint.

20. JGCC denies for lack of knowledge the allegations contained in paragraph 20 of the complaint.

21. In response to paragraph 21 of the complaint, JGCC admits that for all times relevant to this case, the parties were doing business and/or domiciled in the State of Ohio but denies that this Court should have subject matter and personal jurisdiction in this case because JGCC's counterclaim seeks monetary damages from plaintiffs, thereby requiring that this case be removed to the Court of Claims.

22. Because of JGCC's counterclaim against plaintiffs, JGCC denies that venue is proper in Ashtabula County as alleged in paragraph 22 of the complaint.

23. JGCC reincorporates its answers to paragraphs 1-22 of the complaint as if fully rewritten herein.

24. JGCC denies the allegations contained in paragraph 24 of the complaint.

25. JGCC denies the allegations contained in paragraph 25 of the complaint.

26. JGCC denies the allegations contained in paragraph 26 of the complaint.

27. JGCC reincorporates its answers to paragraphs 1-26 of the complaint as if fully rewritten herein.

28. JGCC denies for lack of knowledge the allegations contained in paragraph 28 of the complaint.

29. JGCC denies for lack of knowledge the allegations contained in paragraph 29 of the complaint.

30. JGCC denies for lack of knowledge the allegations contained in paragraph 30 of the complaint.

31. JGCC reincorporates its answers to paragraphs 1-30 of the complaint as if fully rewritten herein.

32. JGCC admits that it performed services in accordance with its contract during the project but denies the remaining allegations contained in paragraph 32 of the complaint to the extent they allege duties outside of JGCC's contract.

33. JGCC admits that certain express warranties exist under the plain language of its contract and that Ohio law imposes the duty to exercise ordinary care or perform in a workmanlike manner but JGCC denies the remaining allegations contained in paragraph 33 of the complaint.

34. JGCC denies the allegations contained in paragraph 34 of the complaint.

35. JGCC denies the allegations contained in paragraph 35 of the complaint.

36. JGCC denies the allegations contained in paragraph 36 of the complaint

37. JGCC reincorporates its answers to paragraphs 1-36 of the complaint as if fully rewritten herein.

38. JGCC admits that McMillan performed site work during the project but denies for lack of knowledge the remaining allegations contained in paragraph 38 of the complaint.

39. JGCC denies for lack of knowledge the allegations contained in paragraph 39 of the complaint.

40. JGCC denies for lack of knowledge the allegations contained in paragraph 40 of the complaint.

41. JGCC denies for lack of knowledge the allegations contained in paragraph 41 of the complaint.

42. JGCC denies for lack of knowledge the allegations contained in paragraph 42 of the complaint.

43. JGCC reincorporates its answers to paragraphs 1-42 of the complaint as if fully rewritten herein.

44. JGCC states that R.C. 153.54 speaks for itself; JGCC denies for lack of knowledge the remaining allegations contained in paragraph 44 of the complaint.

45. JGCC denies that it has breached its contract or caused damages to plaintiffs; JGCC denies for lack of knowledge the remaining allegations contained in paragraph 45 of the complaint.

46. JGCC denies that it is liable to plaintiffs; JGCC denies for lack of knowledge the allegations contained in paragraph 46 of the complaint.

47. JGCC reincorporates its answers to paragraphs 1-46 of the complaint as if fully rewritten herein.

48. JGCC states that R.C. 153.54 speaks for itself but denies for lack of knowledge the remaining allegations contained in paragraph 48 of the complaint.

49. JGCC denies for lack of knowledge the allegations contained in paragraph 49 of the complaint.

50. JGCC denies for lack of knowledge the allegations contained in paragraph 50 of the complaint.

51. JGCC reincorporates its answers to paragraphs 1-50 of the complaint as if fully rewritten herein.

52. JGCC denies for lack of knowledge the allegations contained in paragraph 52 of the complaint.

53. JGCC denies for lack of knowledge the allegations contained in paragraph 53 of the complaint.

54. JGCC denies for lack of knowledge the allegations contained in paragraph 54 of the complaint.

55. JGCC reincorporates its answers to paragraphs 1-54 of the complaint as if fully rewritten herein.

56. JGCC denies for lack of knowledge the allegations contained in paragraph 56 of the complaint.

57. JGCC denies for lack of knowledge the allegations contained in paragraph 57 of the complaint.

58. JGCC denies for lack of knowledge the allegations contained in paragraph 58 of the complaint.

59. JGCC denies for lack of knowledge the allegations contained in paragraph 59 of the complaint.

60. JGCC reincorporates its answers to paragraphs 1-59 of the complaint as if fully rewritten herein.

61. JGCC denies for lack of knowledge the allegations contained in paragraph 61 of the complaint.

62. JGCC denies for lack of knowledge the allegations contained in paragraph 62 of the complaint.

63. JGCC reincorporates its answers to paragraphs 1-62 of the complaint as if fully rewritten herein.

64. In response to paragraph 64, JGCC admits that plaintiffs have alleged a claim for declaratory relief under R.C. Chapter 2721 but denies that JGCC breached its agreement or that plaintiffs are entitled to any of the relief requested in their complaint against JGCC.

65. JGCC denies for lack of knowledge the allegations contained in paragraph 65 of the complaint.

66. JGCC denies that plaintiffs are entitled to any of the relief requested against JGCC in plaintiffs' prayer for relief.

67. JGCC denies all allegations contained in plaintiffs' complaint not specifically admitted herein.

**SECOND DEFENSE**

66. Plaintiffs' complaint against JGCC fails to state a claim upon which relief may be granted.

**THIRD DEFENSE**

67. Plaintiffs' claims against JGCC are barred in whole or in part by the doctrines of equitable and/or promissory estoppel, waiver, release and laches.

**FOURTH DEFENSE**

68. Plaintiffs' claims are barred in whole or in part by their breach of the original contract and breach of their subsequent agreement to compensate JGCC for performing remedial repairs outside the scope of its original contract and which the parties agreed constituted "betterment" to the Project.

**FIFTH DEFENSE**

69. Plaintiffs' claims are barred by the doctrine of accord and satisfaction.

**SIXTH DEFENSE**

70. Plaintiffs' claims are barred in whole or in part by the doctrine of set-off.

**SEVENTH DEFENSE**

71. Plaintiffs have or may have failed to join necessary or indispensable parties as required by the Civil Rules.

**EIGHTH DEFENSE**

72. If plaintiffs have suffered any damages (which has been and is denied), the acts of other parties hired by plaintiffs for whom JGCC has no responsibility or control caused any such damages alleged in the complaint.

**NINTH DEFENSE**

73. Plaintiffs' claims are barred by any applicable statutes of limitations.

**TENTH DEFENSE**

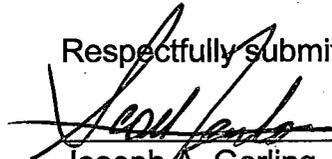
74. Plaintiffs' claims are barred or reduced by their failure to mitigate or minimize their damages.

**ELEVENTH DEFENSE**

75. Plaintiffs may have been negligent in their maintenance, operation and repair of the subject property, and as a result of that negligence, plaintiffs' claims are barred or reduced in whole or in part.

**WHEREFORE**, having fully answered plaintiffs' amended complaint, JGCC demands that the claims alleged against it in the complaint be dismissed and that it recover its expenses and costs herein, including its reasonable attorney's fees, and for such other and for any further relief deemed justified by the Court.

Respectfully submitted,



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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing document was served via regular U.S. Mail, postage prepaid, on this 16<sup>th</sup> day of August 2014, to the following:

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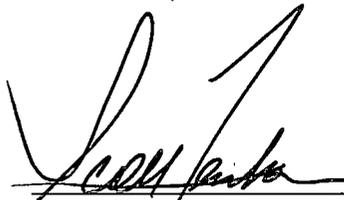
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