

**Brecksville-Broadview Heights
City School District
Middle School Roof Replacement Project**

**BID OPENING
1/20/17
12:00 P.M.**

BASE BIDS		Industrial Energy Systems, Inc.	Advanced Roofing Services, Inc.	Tusing Builders, Ltd.	Professional Roofing Service, Inc.
ITEM 1:	Base Bid Prime Contract-General/Roofing Construction: Middle School (Roof Section 2)	135,438.00	149,000.00	155,980.00	172,900.00
ALT. 1A:	Add Alternate Bid 1A Roof Section 8-EPDM Maintenance Upgrades	4,960.00	10,000.00	14,250.00	8,800.00
ALT. 1B:	Add Alternate Bid 1B Roof Section 22-EPDM Maintenance Upgrades	5,580.00	7,500.00	8,700.00	8,000.00
ALT. 1C:	Add Alternate Bid 1C Roof Section 23-EPDM Maintenance Upgrades	6,100.00	8,300.00	11,600.00	11,250.00
ALT. 1D:	Add Alternate Bid 1D Roof Section 24-EPDM Roof System with specified Modified Bitumen Roof System	125,710.00	108,000.00	115,200.00	112,800.00
TOTAL:		277,788.00	282,800.00	305,730.00	313,750.00
BID BOND SUBMITTED:		✓	✓	✓	✓
ADDENDUM:		✓	✓	✓	✓

BASE BIDS		Building Technicians Corporation	Campoplano Roofing	Industrial First	Boak & Sons, Inc.
ITEM 1:	Base Bid Prime Contract-General/Roofing Construction: Middle School (Roof Section 2)	161,200.00	154,000.00	171,500.00	203,712.00
ALT. 1A:	Add Alternate Bid 1A Roof Section 8-EPDM Maintenance Upgrades	11,500.00	26,000.00	11,100.00	11,459.00
ALT. 1B:	Add Alternate Bid 1B Roof Section 22-EPDM Maintenance Upgrades	8,550.00	12,000.00	8,200.00	10,429.00
ALT. 1C:	Add Alternate Bid 1C Roof Section 23-EPDM Maintenance Upgrades	10,900.00	17,000.00	10,700.00	11,110.00
ALT. 1D:	Add Alternate Bid 1D Roof Section 24-EPDM Roof System with specified Modified Bitumen Roof System	130,900.00	120,000.00	179,200.00	184,807.00
TOTAL:		323,050.00	329,000.00	380,700.00	421,517.00
BID BOND SUBMITTED:		✓	✓	✓	✓
ADDENDUM:		✓	✓	✓	✓

Taylor Consulting Group, LLC

PO Box 1570

Mentor, OH 44061

Phone: 440-840-9019

Fax: 440-209-9841

Email: gtaylor@tcgroupdesign.com





AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 27th day of February in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Brecksville-Broadview Heights City School District
6638 Mill Road
Brecksville, OH 44141

and the Contractor:
(Name, legal status, address and other information)

Industrial Energy Systems, Inc.
15828 Industrial Parkway
Cleveland, OH 44135

for the following Project:
(Name, location and detailed description)

Brecksville-Broadview Heights City School District
Middle School Roof Replacement Project
(Roof Section 2)
6376 Mill Road
Broadview Heights, OH 44147

The Architect:
(Name, legal status, address and other information)

Taylor Consulting Group, LLC
P.O. Box 1570
Mentor, OH 44060

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1650618743)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Earliest Start Date: June 5, 2017

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Item 1: Base Bid Contract-General Construction:
Middle School Roof Replacement-Roof Section 2

Substantial Completion Date:

8/4/17 (Items 1, 1A, 1B, and 1C)

Alt. 1A: EPDM Maintenance Upgrades-Roof Section 8

Final Completion Date:

Alt. 1B: EPDM Maintenance Upgrades-Roof Section 22

8/11/17 (Items 1, 1A, 1B, and 1C)

Alt. 1C: EPDM Maintenance Upgrades-Roof Section 23

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$40.00 per hour for fire watch costs for each school not Substantially Complete after 12:00 midnight on the date specified for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Fifty Two Thousand, Seventy Eight Dollars (\$152,078.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

SEE ATTACHED EXHIBIT "A" – Contractor's Bid Form

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

SEE ATTACHED EXHIBIT "A" – Contractor's Bid Form

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

(Table deleted)

SEET ATTACHED EXHIBIT "A" – Contractor's Bid Form

Init.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 45 days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage as calculated in accordance with Ohio Revised Code Section 153.12 and 153.14. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage as calculated by Owner in accordance with Ohio Revised Code Section 153.12 and 153.14;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Init.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Init.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:

(Name, address and other information)

Chris Coad
Director of Business Services
Brecksville-Broadview Heights City School District
6638 Mill Road
Brecksville, OH 44141

§ 8.4 The Contractor's representative:

(Name, address and other information)

Barry Diedrick
President
Industrial Energy Systems, Inc.
15828 Industrial Parkway
Cleveland, OH 44135

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

(Table deleted)

SEE ATTACHED EXHIBIT "B"

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

SEE ATTACHED EXHIBIT "C"

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

SEE ATTACHED EXHIBIT "D"

(Table deleted)

Init.

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	1/9/17	1
2	1/16/17	2 plus attachments

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

SEE ATTACHED EXHIBIT "A" – Contractor's Bid Form

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

(Table deleted)

SEE ATTACHED EXHIBIT "E" – Insurance Requirements

This Agreement entered into as of the day and year first written above.

**BRECKSVILLE-BROADVIEW HEIGHTS
BOARD OF EDUCATION**

INDUSTRIAL ENERGY SYSTEMS, INC.

OWNER *(Signature)*

Mark Jantzen, President

(Printed name and title)

CONTRACTOR *(Signature)*

Barry Diedrick, President

(Printed name and title)

Init.

Brecksville-Broadview Heights City School District
Middle School Roof Replacement Project

December 12, 2016

ADDENDUM NO. 2 - BID FORM

Project: Brecksville-Broadview Heights City School District
Middle School Roof Replacement Project

Bidding Date: Friday, January 20, 2017; 12:00 p.m.

Bid Submitted By: Company: Industrial Energy Systems, Inc.
Address: 15828 Industrial Parkway
Cleveland, Ohio 44135
Phone: 216-267-9590
Fax: 216-267-9593
Name: Barry Diedrick
Title: President

Addenda: *Contractor must fill in all areas below to be qualified as a Bidder for this Project*

The Bidder acknowledges and has taken into account as part of this bid the following Addenda issued by the Consultant:

Addenda No. 1 Dated: 01/09/2017 Received: ☒ Yes ☐ No

Addenda No. 2 Dated: 01/16/2017 Received: ☒ Yes ☐ No

Addenda No. 3 Dated: _____ Received: ☐ Yes ☐ No

Project Construction Schedule:

Earliest Start Date: June 5, 2017
Substantial Completion Date: August 4, 2017
Final Completion August 11, 2017

Contractor must submit three (3) copies of all bid submissions

The Bidder, having read the Bidding Documents, including the Drawings and Specifications, dated December 12, 2016, prepared by

Consultant: Taylor Consulting Group, LLC
P.O. Box 1570
Mentor, OH 44061

and having inspected the site of, and the conditions affecting and governing the construction of, the above mentioned project, hereby proposes to furnish all material, to pay all insurance, federal, state, local and other taxes and permit fees that may be required to be paid or collected, and to perform all labor as specified and described in the said Bidding Documents for the said work for the following sums.

Base Bid Item 1. - Middle School (Roof Section 2)

UNIT PRICES (Include the subtotal of Unit Price extensions in the Base Bid below. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for differences between the estimated quantities on the Bid Form and the actual quantities provided. The Contractor's Fee on account of Unit Price Work is included in the Base Bid and not in the Unit Price.)

Description	Estimated Quantity	Unit Price	/	Unit of Measure	Extension
Replacement of deteriorated metal decking matching the configuration of existing metal decking.	600 SF	\$ 5.00	/	Square Foot	\$ 3,000.00
Masonry repairs; tuck pointing, sealants, water repellants.	1 Each	Lump Sum	/	Lump Sum	\$5,000.00
EPDM Roof Sections: Replacement of deteriorated insulation with 2-layers of specified Polyiso insulation and fully adhered EPDM and seam taper covering.	1,000 SF	\$ 3.95	/	Lineal Foot	\$ 3,950.00
Replacement of deteriorated 2" x 6" wood nailers matching the configuration of existing wood nailers.	100 LF	\$ 2.00	/	Lineal Foot	\$ 200.00
Replacement of deteriorated 2" x 8" wood nailers matching the configuration of existing wood nailers.	100 LF	\$ 2.15	/	Lineal Foot	\$ 215.00
Securement of existing loose wood nailers with mechanical fasteners (staggered 6" oc.).	300 LF	\$ 2.00	/	Lineal Foot	\$ 600.00
Installation of walkway pads.	100 LF	\$ 2.00	/	Lineal Foot	\$ 200.00
SUBTOTAL OF UNIT PRICE EXTENSIONS:					\$ 13,165.00

GENERAL CONTRACT BASE BID - (Including Allowances and Subtotal of Unit Price Extensions above):

Middle School (Roof Section 2)
Description: *Modified Bitumen Roof System*

ALL LABOR AND MATERIALS, for the sum of \$ 135,438.00

Sum in words: One Hundred Thirty Five Thousand Four Hundred Thirty Eight and 00 /100 dollars.

ALTERNATE BID 1A – Roof Section 8 – EPDM Maintenance Upgrades

ALL LABOR AND MATERIALS, for the sum of \$ 4,960.00

Sum in words: Four Thousand Nine Hundred Sixty and 00 /100 dollars.

ALTERNATE BID 1B – Roof Section 22 – EPDM Maintenance Upgrades

ALL LABOR AND MATERIALS, for the sum of \$ 5,580.00

Sum in words: Five Thousand Five Hundred Eighty and 00 /100 dollars.

ALTERNATE BID 1C – Roof Section 23 – EPDM Maintenance Upgrades

ALL LABOR AND MATERIALS, for the sum of \$ 6,100.00

Sum in words: Six Thousand One Hundred and 00 /100 dollars.

ALTERNATE BID 1D – Roof Section 24 – Replacement of the existing EPDM roof system with specified modified bitumen roof system.

ALL LABOR AND MATERIALS, for the sum of \$ 125,710.00

Sum in words: One Hundred Twenty Five Thousand Seven Hundred Ten and 00 /100 dollars.

CHANGES TO THE WORK

Changes in the Work, which would result in modifications of the Contract Sum or the Contract Time, shall be authorized by the execution of a Change Order to the Contract only after the approval from the Owner.

When submitting a request for either a change in the Contract Sum and or the Contract Time, the Contractor shall present a complete and detailed breakdown of all labor (including man-hours and wage rates), material, and equipment costs. The only allowable charges for overhead and profit shall be calculated on the actual net cost of the Change Order and the Bidder agrees that it will limit its charges for overhead and profit in connection with any such Change in the Work as follows:

(The Owner will in no event be obligated to pay an amount for overhead and profit for Contractor work that exceeds 10%).

(The Owner will in no event be obligated to pay to the Contractor for Subcontractor work an amount for overhead and profit that exceeds 5%).

ROOFER: LABOR & MATERIAL RATES (T&M)		
Labor: (Inclusive of all burden)	Hour	\$ 79.50
Material: (Cost plus %)	Cost	Plus: 30 %

SUBSTITUTIONS

Refer to Special Conditions (Section 00950) and Products (Section 01600) regarding the use of materials or methods other than "Standards". All bids must be based on the "Standards" specified.

It is to be understood that the Owner has the right to accept the submitted bid without accepting any substitutions. Unless an Addendum is issued prior to Bid Date, accepting a substitution, the Owner assumes the proposal shall cover specified products and any accepted substitutions will alter the Stipulated Sums per this list.

BRAND OR MAKE SPECIFIED	PROPOSED SUBSTITUTION	CHANGE TO BASE BID		
		ADD	DEDUCT	NO CHANGE
1	NONE			
2				
3				
4				
5				
6				
7				
8				
9				
10				

Unresolved Finding for Recover Provision:

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

(Section 5719.042, ORC)

}

SS.

County of Cuyahoga

}

Delinquent Tax:

0

Penalties and interest due and unpaid:

0

Total (if none, indicate "NONE")

C

By:

Bally Diedrick

Date: January 20, 2017

Company: Industrial Energy Systems, Inc.

Project: Brecksville-Broadview Heights Middle School

Sworn to and executed before me this 20th day of January, 2017

Notary Public

My commission expires:

SHERRY FERRELL

Notary Public, State of Ohio

Recorded in Medina County

My Comm. Expires 03/30/2021

TAYLOR CONSULTING GROUP, LLC

BID FORM

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT
SUBCONTRACTOR LISTING
TO BE COMPLETED AND SUBMITTED AS A PART OF THE BID DOCUMENT

1. Pursuant to bidding requirements for the Work titled:

Brecksville-Broadview Heights City School District
Middle School Roof Replacement Project

for portions of the work equaling or exceeding ½ of 1% of the total proposed Contract Sum the undersigned proposes to use the following subcontractors. Except as otherwise approved by the OWNER, the undersigned proposes to perform all other portions of the Work with his own forces.

- | | |
|---------------------|--------------------------------|
| 2. PORTION OF WORK: | SUBCONTRACTOR NAME AND ADDRESS |
|---------------------|--------------------------------|

Mechanical	Norco Mechanical Enterprises Inc.
	2090 East Sprague Road
	Broadview Hts, Ohio 44147

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

***BIDDERS TENDERING A "NO-BID" AND
WISHING TO REMAIN ON THE BID LIST FOR THE SCHOOL DISTRICT
MUST SUBMIT THIS FORM***

n/a

In response to your request for Sealed Bid Proposal(s) for Project(s):

Brecksville-Broadview Heights City School District
Middle School Roof Replacement Project

We are submitting a "NO-BID" for the following reason(s):

CHECK ALL THAT APPLY

- ☐ 1. We cannot be competitive on this Project.
- ☐ 2. We can not/do not provide this product/service.
- ☐ 3. We could not submit a bid because of the following (provide details):

PLEASE RETAIN / DO NOT RETAIN OUR COMPANY ON YOUR BID LIST FOR FUTURE BIDS.

INSURANCE & BONDS:

Bids must contain the name of every person interested therein and must be accompanied by a (I) bid bond in the full amount of the bid, or (II) certified check, cashier's check, money order, or letter of credit in an amount equal to ten percent (10%) of the bid. Bid Bonds and other acceptable submissions guarantee that if awarded the contract by the Board of Education, the successful bidder will enter into a proper contract with the Board of Education and will furnish a 100% performance and payment bond for the contract prior to starting the work. All such bonds, certified checks, cashier's checks, money orders, and letters of credit shall be drawn on a solvent financial institution doing business in the state of Ohio and shall be payable to the Board of Education of the Brecksville-Broadview Heights City School District.

1. Per Owner's Instructions for Insurance
2. Insurance:
 - A. I Certify that my firm meets the minimum insurance limits as specified in the bid documents (at no additional cost)
☒ (yes) ☐ (no)

CONTRACT TIMES:

The Work will be substantially completed, and completed and ready for final payment in accordance with the General Conditions on or before the following scheduled dates for each project.

PROJECT	EARLIEST START DATE	SUBSTANTIAL COMPLETION	FINAL COMPLETION
Brecksville-Broadview Heights City School District Middle School Roof Replacement Project	June 5, 2017	August 4, 2017	August 11, 2017

LIQUIDATED DAMAGES:

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$40.00 per hour for fire watch costs for each school not Substantially Complete after 12:00 midnight on the date specified for completion and readiness for final payment until the Work is completed and ready for final payment.

Bids submitted under this Proposal are acknowledged by the Owner to be conditioned that the Contractor not be prevented, due to strikes or other disruptions affecting sources of supply or the normal progress of the work, from obtaining the materials necessary to carry out the contract and to complete the construction covered thereby. This does not mean the Owner is responsible to the Contractor for delays of this nature, therefore the Owner will not be held liable for Contractor's failure to complete the project within the time limits due to these or any other similar cause.

CONTRACTOR'S REPRESENTATIONS:

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the contract documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, explorations, test, studies, or data are necessary for the performance of the Work at the contract Price, within the Contract Times, and in accordance with the other terms and conditions of the contract Documents.

CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given CONSULTANT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by CONSULTANT is acceptable to CONTRACTOR.

CONTRACTOR asserts that their legal entity is in compliance with Ohio Revised Code 9.24 (A), (B), (D), (E) – Unresolved Findings for Recovery

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

BIDDER'S SIGNATURE:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. All signatures must be acknowledged before a Notary.
3. Bidder must fill in Date, Contractor License Number, and form in which Bidder is doing business, e.g., individual, partnership, or corporation.

Submitted on January 20, 2017.

If Bidder is:

An Individual

By _____ (Seal)
(Individual's Name)

Doing business as _____

Business Address: _____

Phone No.: _____

Fax No.: _____

A Partnership

By _____ (Seal)
(Firm Name)

_____ (General Partner)

Business Address: _____

Phone No.: _____

Fax No.: _____

A Corporation or LLC

By Industrial Energy Systems, Inc. (Seal)

(Corporation/LLC Name)

Ohio

(State of Formation)

By  (Seal)

(Name of Person Authorized to Sign)

Barry Diedrick, President

(Title)

(Corporate Seal) _____

Business Address: 15828 Industrial Parkway

Cleveland, Ohio 44135

Phone No.: 216-267-9590

Fax No.: 216-267-9593

Date of Qualification to do business is:

1983

State of Ohio

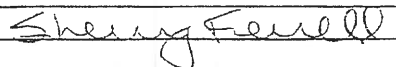
County of Cuyahoga

The signatory of this Bid Document personally appeared before me, a Notary Public, in and for said county, and swore that all the information in this Document is true as he/she verily believes and furthers that he/she is fully authorized to sign.

Sworn and Subscribed before me this 20th day of January, 2017.

Notary Public

Commission Expires



SHERRY FERRELL

END OF BID FORM

Notary Public, State of Ohio
Recorded in Medina County
My Comm. Expires 03/30/2021

TAYLOR CONSULTING GROUP, LLC

BID FORM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2016

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

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

PRODUCER THE HOFFMAN GROUP 2 Berea Commons Suite 10 Berea OH 44017		CONTACT NAME: Kathryn Barclay, CISR PHONE (A/C, No, Ext): (440) 826-0700 x1140 E-MAIL ADDRESS: kbarclay@thehoffmangrp.com FAX (A/C, No): (866) 816-5479	
INSURED Industrial Energy Systems, Inc. 15828 Industrial Parkway Cleveland OH 44135		INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company INSURER B: Continental Casualty Insurance INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16-17

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6012548206	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			6012548254	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI \$ 1,000,000
	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS			6012548271	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			OH Employer's Liability 6012548206	5/1/2016	5/1/2017	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

K Barclay, CISR/KMB

Kathryn M. Barclay

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BID GUARANTY AND
CONTRACT BOND

PE3128

(SECTION 153.571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned Industrial Energy Systems, Inc.
15828 Industrial Parkway, Cleveland, OH 44135
(Name and Address)
as Principal and Great American Insurance Company
(Name of Surety)
_____ as Surety,
are hereby held and firmly bound unto the Brecksville-Broadview Heights City School District
_____ as Oblige in the penal sum of the dollar amount
of the bid submitted by the Principal to the Oblige on January 12, 2017 to undertake the project known as:
Middle School Roof Replacement
6376 Mill Road, Broadview Heights, OH 44147

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of dollars (\$ _____). If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligees against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim; as well as for the Obligees herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 12th day of January, 2017.

PRINCIPAL:

Industrial Energy Systems, Inc.

BY: [Signature]

TITLE: PRESIDENT

SURETY: Great American Insurance Company

BY: [Signature]

Maggie Loeser

Attorney-in-Fact

SURETY COMPANY ADDRESS:

301 E. 4th Street

Street

Cincinnati

Ohio

45202

City

State

Zip

513-412-9109

Telephone

SURETY AGENT'S ADDRESS:

Jackson, Dieken & Associates, Inc.

Agency Name

27893 Clemens Road

Street

Westlake

Ohio

44145

City

State

Zip

440-250-6873

Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 20792

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
R. DREW JACKSON	ALL OF	ALL
MARY Y. DEPASQUALE	WESTLAKE, OHIO	\$100,000,000
MAGGIE LOESER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12TH day of MAY, 2016.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

David C. Kitchen

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 12TH day of MAY, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of January, 2017.



Atty L C B

Assistant Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/17/2016

Effective 07/01/2016

Expires 06/30/2017

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

GREAT AMERICAN INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-States Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other
Credit Accident & Health	Other Accident only
Earthquake	Other Liability
Fidelity	Private Passenger Auto - Liability
Financial Guaranty	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation

GREAT AMERICAN INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$6,110,911,026, liabilities in the amount of \$4,560,005,427, and surplus of at least \$1,550,905,599.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director



**GREAT AMERICAN
INSURANCE GROUP**

301 E. Fourth Street
Cincinnati OH 45202-4201

GreatAmericanInsurance.com

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2015**

ADMITTED ASSETS

Bonds	\$ 2,842,228,170
Stocks	1,256,319,950
Mortgage loans on real estate	204,662,776
Real estate (net of encumbrances)	53,840,509
Cash and short-term investments	258,763,137
Other invested assets	185,622,033
Receivable for securities	3,975,235
Investment income due and accrued	25,818,346
Agents' and premium balances	488,996,581
Reinsurance recoverable on loss and loss expense payments	54,133,772
Net deferred tax asset	161,408,528
Receivable from affiliates	7,203,633
Receivable from Federal Crop Insurance Corporation	369,812,390
Company owned life insurance	149,687,860
Funds held as collateral	6,585,786
Funded deductibles	15,880,109
Other admitted assets	25,972,211
Total	\$ 6,110,911,026

LIABILITIES, CAPITAL AND SURPLUS

Unpaid losses and loss expenses	\$ 2,676,827,729
Reserve for underwriting expenses	242,739,292
Federal and foreign income taxes	20,328,865
Reserve for unearned premiums	1,035,241,813
Ceded reinsurance premiums payable	84,209,225
Funds held under reinsurance treaties	427,512,111
Payable for securities	21,258,805
Retroactive reinsurance ceded	(111,922,415)
Other liabilities	163,810,002
Total liabilities	4,560,005,427
Capital stock	\$ 15,440,600
Paid in surplus	330,446,307
Special surplus funds	111,922,415
Unassigned funds	1,093,096,277
Policyholders' surplus	1,550,905,599
Total	\$ 6,110,911,026

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners

STATE OF OHIO

SS :

COUNTY OF HAMILTON

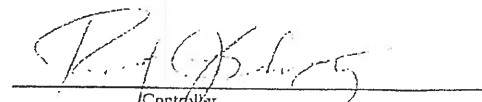
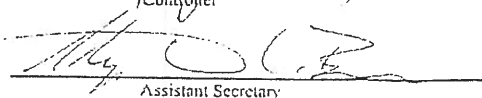
Robert J. Schwartz, Vice President and Controller, and Stephen Beralin, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2015.

Subscribed and sworn to before me

this 16th day of February, 2016.


Public Notary JENNIFER A. MEYER
Notary Public, State of Ohio
My Commission Expires 11-08-2016




Controller

Assistant Secretary

Supplementary Conditions (Brecksville-Broadview Heights City School District)

Project Title: Brecksville-Broadview Heights City School District
Middle School Roof Replacement Project
(Roof Section 9)

Owner: Brecksville-Broadview Heights City School District
6638 Mill Road
Brecksville, OH 44141
Director of Business Services: Chris Coad
Telephone: (440) 740-4015
E-mail: coadc@bbhcsd.org

Consultant: Taylor Consulting Group, LLC
P.O. Box 1570
Mentor, OH 44061
Telephone: (440) 840-9019
Fax: (440) 209-9841
E-mail: gtaylor@tcgroupdesign.com

The following supplements modify the 'General Conditions of the Contract for Construction', AIA Document A201-2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

The terms used in these Supplementary Conditions which are defined in the 'General Conditions of the Contract for Construction', AIA Document A201-2007, have the meanings assigned to them in the General Conditions.

ARTICLE 8: TIME

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.3 is deleted in its entirety and is replaced as follows:

The Contractor's sole and exclusive remedy for any claim of delay shall be a contract extension as provided in Section 8.3.1 and no damages shall be awarded for any claim of delay.

8.3.4 Liquidated Damages relating to failure to achieve Substantial Completion:

CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$40.00 per hour for fire watch costs for each school not Substantially Complete after 12:00 midnight on the date specified for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 9: PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Subparagraph 9.3.1

Add the following subparagraphs to 9.3.1:

- 9.3.1.3 Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 92 percent of the amount invoices through the Contractor Payment Request that shows the Work is 50 percent complete.
- 9.3.1.4 After the Work is 50 percent complete, as evidenced by payments of at least 50 percent of the Contract sum including approved Change Orders to date, no additional funds shall be retained for payments for labor.
- 9.3.1.5 The Owner shall pay the Contract at the rate of 100 percent of the scheduled value for materials incorporated into the Project.
- 9.3.1.6 The Owner shall pay the Contractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value in a Unit Price or lump sum Contract, for materials delivered to the Site, or other off-site location approved.

PROJECT MANUAL
FOR
BRECKSVILLE-BROADVIEW HEIGHTS
CITY SCHOOL DISTRICT

Middle School
Roof Replacement Project

Mr. Chris Coad
Director of Business Services

12/12/16

Prepared By
Taylor Consulting Group LLC
P.O. Box 1570
Mentor, OH 44061

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Brecksville-Broadview Heights City School District
Middle School Roof Replacement Project

December 12, 2016

SECTION 00900 – DRAWING INDEX

Drawing Number	Drawing Title	Issue Date
TS-1	Title Sheet	12/12/16
RC-1	Roof Plan	12/12/16
RC-2	Roof Plan	12/12/16
RC-3	Roof Details	12/12/16
RC-4	Roof Details	12/12/16
RC-5	Roof Details	12/12/16

END OF SECTION

Brecksville-Broadview Heights City School District
Middle School Roof Replacement Project

December 12, 2016

Owner's Instructions for Insurance and Bonds (Brecksville-Broadview Heights City School District)

Project Title: Brecksville-Broadview Heights City School District
Middle School Roof Replacement Project

Date: 12/12/16

Owner: Brecksville-Broadview Heights City School District
6638 Mill Road
Brecksville, OH 44141
Director of Business Services: Chris Coad
Telephone: (440) 740-4015
E-mail: coadc@bbhcsd.org

Consultant: Taylor Consulting Group, LLC
P.O. Box 1570
Mentor, OH 44061
Telephone: (440) 840-9019
Fax: (440) 209-9841
E-mail: gtaylor@tcgroupdesign.com

You are hereby instructed to include the following information and requirements in appropriate locations in the Bidding Documents and the Contract Documents. These requirements are based on Article 11 of AIA Document A-201-2007, General Conditions of the Contract for Construction, and the completion of these instructions is presumed to be based thereon.

A. Contractor's Liability Insurance

Concerning the insurance described in Article 11 of AIA Document A-201-2007, specify the following minimum limits:

1. Workers' Compensation
☒ State: Ohio Statutory: Same as Workers' Compensation

☒ Employer's Liability: (Ohio Stop Gap)
Limits: \$1,000,000 Each Accident
 \$1,000,000 Disease, Policy Limit
 \$1,000,000 Disease, Each Employee
2. General Liability on Occurrence Basis Only (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations;
 - a. Bodily Injury and Property Damage (combined single limit):
 \$1,000,000 Each Person
 \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate
 - b. Products and Completed Operations Insurance shall be maintained for a minimum of two (2) years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned project.
 - c. Property Damage Liability Insurance shall include coverage for the following hazards:
☒ X (Explosion)
☒ C (Collapse)
☒ U (Underground)
 - d. If the General Liability policy includes a General Aggregate, such General Aggregate shall be not less than \$1,000,000. Policy shall be endorsed to have General Aggregate apply to this Project Only:
☒ No
3. Umbrella Excess Liability over Primary Insurance on Occurrence Basis Only
 \$2,000,000 Each Occurrence
 \$2,000,000 Aggregate
4. Automobile Liability (owned, non-owned, hired):
Bodily Injury and Property Damage (combined single limit), including
MCS-90 Endorsement for Motor Carrier Policies of Insurance for Public Liability for those materials covered under Section 29 and 30 of the Motor Carrier Act of 1980, or designated as hazardous by the Secretary of Transportation pursuant to Chapter 51 of Title 49 of the United States Code:
 \$1,000,000 Each Person
 \$1,000,000 Each Occurrence

5. Aircraft Liability (owned and non-owned) when applicable, as follows:
[X] If any exposure, contact Owner
6. Watercraft Liability (owned and non-owned) when applicable, as follows:
[X] If any exposure, contact Owner

B. Property Insurance

1. [X] The Owner will purchase with the following modifications:
The contractor will purchase coverage for all materials and equipment to be incorporated or used in the Project when stored off site or when in transit.

C. Bonds

Bids must contain the name of every person interested therein and must be accompanied by a (I) bid bond in the full amount of the bid, or (II) certified check, cashier's check, money order, or letter of credit in an amount equal to ten percent (10%) of the bid. Bid Bonds and other acceptable submissions guarantee that if awarded the contract by the Board of Education, the successful bidder will enter into a proper contract with the Board of Education and will furnish a 100% performance and payment bond for the contract prior to starting the work. All such bonds, certified checks, cashier's checks, money orders, and letters of credit shall be drawn on a solvent financial institution doing business in the state of Ohio and shall be payable to the Board of Education of the Brecksville-Broadview Heights City School District.

D. Other Related Insurance Instructions

Insurance Company shall have an A.M. Best rating of "A-", "VII" or better and authorized to do business in Ohio.

Certificate of Insurance Clause shall have a 30 days notice of termination and exclude the words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" and will be furnished to the Owner prior to start of Work.

Owner shall be named Additional Insured on Certificate and be required to have the CG 2010 11 85 endorsement attached.

Certificate must have original signature of the Broker/Producer.