

Taylor Consulting Group, LLC  
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Mentor OH 44061

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March 8, 2016

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

RE: Middle School Roof Replacement  
(Roof Section 9)

Dear Mr. Coad:

Enclosed please find a bid evaluation report and recommendation for Brecksville-Broadview Heights City School District, Middle School Roof Replacement Project.

Should you require clarification or need additional information, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory R. Taylor". The signature is stylized with a large, sweeping "G" and a long, horizontal flourish at the end.

Gregory R. Taylor, RRC

GRT/ct

Enclosure

## BID EVALUATION REPORT & RECOMMENDATION

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

**BID OPENING:** March 3, 2016, 12:00 p.m.

A total of seven bids were received for the Brecksville-Broadview Heights City School District, Middle School Roof Replacement Project. The estimated construction budget (Base Bid and Alternates) for the project was \$248,000.00. The bidding range was \$217,175.00 to \$266,105.00. The low base bid of \$199,675.00 and alternate bids of \$ 17,500.00 totaling \$217,175.00 was within the estimated project construction budget, and was submitted by Building Technicians Corporation.

I have interviewed Ed VanHoy, Estimator, Building Technicians Corporation. I requested verification he has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents. I also discussed, and verified, he does not consider further examinations, investigations, explorations, test, studies, and 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.

Mr. VanHoy confirmed there were no conflicts, errors, ambiguities, or discrepancies discovered in the Contract Documents. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

My recommendation is to award a contract to Building Technicians Corporation for Base Bid Item 1 and Alternate Items 1A, 2B, 3C, and 4D as follows:

### Building Technicians Corporation

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|                        |                                                                                                     |                     |
|------------------------|-----------------------------------------------------------------------------------------------------|---------------------|
| Item 1                 | Base Bid Prime Contract-General Construction:<br>Middle School Roof Replacement<br>(Roof Section 9) | \$199,675.00        |
| Alt. 1A                | EPDM Maintenance Upgrades-Roof Section 7                                                            | 1,900.00            |
| Alt. 2B                | EPDM Maintenance Upgrades-Roof Section 14                                                           | 7,000.00            |
| Alt. 3C                | EPDM Maintenance Upgrades-Roof Section 16                                                           | 4,800.00            |
| Alt. 4D                | EPDM Maintenance Upgrades-Roof Section 21                                                           | <u>3,800.00</u>     |
| <b>TOTAL CONTRACT:</b> |                                                                                                     | <b>\$217,175.00</b> |

**UNIT COST ITEMS:**

The add/deduct unit costs for each bid item listed below provide flexibility during the construction phase of this project, to either direct the Contractor to perform additional work items with predetermined fixed costs that are captured in the competitive environment, or to complete less work than the base bid allowances and provide a cost credit.

**Base Bid Item 1: Roof Replacement – Middle School Roof Section 9 & Alternate Items 1A, 2B, 3C, and 4D  
Division 7-Thermal & Moisture Protection (07547-Modified Bitumen Membrane Roofing)**

| Description                                                                                                                                             | Estimated<br>Quantity | Unit Price     | / | Unit of<br>Measure | Extension          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------|---|--------------------|--------------------|
| Replacement of deteriorated metal decking matching the configuration of existing metal decking.                                                         | 600 SF                | \$ <u>7.50</u> | / | Square Foot        | \$ <u>4,500.00</u> |
| EPDM Roof Sections: Replacement of deteriorated insulation with 2 layers of specified Polyiso insulation and fully adhered EPDM and seam tape covering. | 600 LF                | \$ <u>4.00</u> | / | Lineal Foot        | \$ <u>2,400.00</u> |
| Replacement of deteriorated 2" x 6" wood nailers matching the configuration of existing wood nailers.                                                   | 100 LF                | \$ <u>3.00</u> | / | Lineal Foot        | \$ <u>300.00</u>   |
| Replacement of deteriorated 2" x 8" wood nailers matching the configuration of existing wood nailers.                                                   | 100 LF                | \$ <u>3.25</u> | / | Lineal Foot        | \$ <u>325.00</u>   |
| Securement of existing loose wood nailers with mechanical fasteners (staggered 6" oc.).                                                                 | 300 LF                | \$ <u>1.50</u> | / | Lineal Foot        | \$ <u>450.00</u>   |
| Installation of walkway pads.                                                                                                                           | 100 LF                | \$ <u>7.00</u> | / | Lineal Foot        | \$ <u>700.00</u>   |

**SUBTOTAL OF UNIT PRICE EXTENSIONS:****\$ 8,675.00**

| <b>ROOFER: LABOR &amp; MATERIAL RATES (T&amp;M)</b> |      |                  |
|-----------------------------------------------------|------|------------------|
| Labor: (Inclusive of all burden)                    | Hour | \$ <u>80.00</u>  |
| Material: (Cost plus %)                             | Cost | Plus: <u>30%</u> |
|                                                     |      |                  |



**Middle School Roof Replacement  
(Roof Section 9)**

| BASE BIDS                  |                                                                                                     | Advanced Roofing<br>Services, Inc. | Building Technicians<br>Corporation | Campopiano Roofing<br>Company | Daugherty Construction<br>Inc. | Northern Ohio Roofing &<br>Sheet Metal Inc. | Professional Roofing<br>Service, Inc. | Roberts Roofing Co |
|----------------------------|-----------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------|-------------------------------|--------------------------------|---------------------------------------------|---------------------------------------|--------------------|
| ITEM 1:                    | Base Bid Prime Contract-General Construction:<br>Middle School Roof Replacement<br>(Roof Section 9) | 208,355.00                         | 199,675.00                          | 219,040.00                    | 214,500.00                     | 188,488.00                                  | 221,924.00                            | 232,800.00         |
| ALT. 1A                    | (ADD) Item: EPDM Maintenance Upgrades<br>Roof Section 7                                             | 7,500.00                           | 1,900.00                            | 1,988.00                      | 3,900.00                       | 6,930.00                                    | 3,300.00                              | 3,000.00           |
| ALT. 2B                    | (ADD) Item: EPDM Maintenance Upgrades<br>Roof Section 14                                            | 21,000.00                          | 7,000.00                            | 13,100.00                     | 7,900.00                       | 12,780.00                                   | 10,680.00                             | 7,200.00           |
| ALT. 3C                    | (ADD) Item: EPDM Maintenance Upgrades<br>Roof Section 16                                            | 22,500.00                          | 4,800.00                            | 9,400.00                      | 6,700.00                       | 7,300.00                                    | 9,000.00                              | 5,600.00           |
| ALT. 4D                    | (ADD) Item: EPDM Maintenance Upgrades<br>Roof Section 21                                            | 6,750.00                           | 3,800.00                            | 2,500.00                      | 3,450.00                       | 8,980.00                                    | 3,060.00                              | 6,000.00           |
| <b>TOTAL:</b>              |                                                                                                     | <b>266,105.00</b>                  | <b>217,175.00</b>                   | <b>246,008.00</b>             | <b>236,450.00</b>              | <b>224,478.00</b>                           | <b>247,964.00</b>                     | <b>254,600.00</b>  |
| <b>ADDENDUM:</b>           |                                                                                                     | ✓                                  | ✓                                   | ✓                             | ✓                              | ✓                                           | ✓                                     | ✓                  |
| <b>BID BOND SUBMITTED:</b> |                                                                                                     | ✓                                  | ✓                                   | ✓                             | ✓                              | ✓                                           | ✓                                     | ✓                  |

Taylor Consulting Group, LLC

PO Box 1570

Manitor, OH 44061

Phone: 440-840-9019

Fax: 440-209-9841

Email: gtaylor@tcgroupdesign.com







**AIA<sup>®</sup>**

# Document A101<sup>™</sup> – 2007

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

**AGREEMENT** made as of the 21<sup>st</sup> day of March in the year 2016  
(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)

Building Technicians Corporation  
4500 Clay Street  
Geneva, OH 44041

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

Brecksville-Broadview Heights City School District  
Middle School Roof Replacement Project  
(Roof Section 9)  
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<sup>™</sup>-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.

## TABLE OF ARTICLES

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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 6, 2016**

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.

§ 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 9

**Substantial Completion Date:**

8/5/16 (Items 1, 1A, 2B, 3C, 4D)

Alt. 1A: EPDM Maintenance Upgrades-Roof Section 7

**Final Completion Date:**

Alt. 2B: EPDM Maintenance Upgrades-Roof Section 14

8/12/16 (Items 1A, 2B, 3C, 4D)

Alt. 3C: EPDM Maintenance Upgrades-Roof Section 16

Alt. 4D: EPDM Maintenance Upgrades-Roof Section 21

, 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 Two Hundred Seventeen Thousand, One Hundred Seventy Five Dollars (\$217,175.00), 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)*

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

## 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.)*

§ 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.

§ 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)*

Ellen Cumpston  
President  
Building Technicians Corporation  
4500 Clay Street  
Geneva, OH 44041

§ 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      | 2/26/15 | 2     |

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**

**BUILDING TECHNICIANS COPORATION**

\_\_\_\_\_  
**OWNER (Signature)**

Mark Jantzen, President  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR (Signature)**

Ellen J. Cumpston, President  
\_\_\_\_\_  
*(Printed name and title)*

Init.



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

February 11, 2016

### BID FORM

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

**Bidding Date:** Thursday, March 3, 2016; 12:00 p.m.

**Bid Submitted By:** Company: Building Technicians Corp.  
Address: 4500 Clay St.  
Geneva, Ohio 44041  
Phone: 440-466-1651  
Fax: 440-466-8107  
Name: Ed VanHoy  
Title: Sales

**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:

|                      |                       |                                                                               |
|----------------------|-----------------------|-------------------------------------------------------------------------------|
| <b>Addenda No. 1</b> | Dated: <u>2/25/16</u> | Received: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Addenda No. 2</b> | Dated: _____          | Received: <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| <b>Addenda No. 3</b> | Dated: _____          | Received: <input type="checkbox"/> Yes <input type="checkbox"/> No            |

**Project Construction Schedule:**

|                              |                 |
|------------------------------|-----------------|
| Earliest Start Date:         | June 6, 2016    |
| Substantial Completion Date: | August 5, 2016  |
| Final Completion             | August 12, 2016 |

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

The Bidder, having read the Bidding Documents, including the Drawings and Specifications, dated February 11, 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 9)**

**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             | \$ 7.50    | / | Square Foot     | \$ 4,500.00 |
| EPDM Roof Sections: Replacement of deteriorated insulation with 2-layers of specified Polyiso insulation and fully adhered EPDM and seam taper covering. | 600 SF             | \$ 4.00    | / | Lineal Foot     | \$ 2,400.00 |
| Replacement of deteriorated 2" x 6" wood nailers matching the configuration of existing wood nailers.                                                    | 100 LF             | \$ 3.00    | / | Lineal Foot     | \$ 300.00   |
| Replacement of deteriorated 2" x 8" wood nailers matching the configuration of existing wood nailers.                                                    | 100 LF             | \$ 3.25    | / | Lineal Foot     | \$ 325.00   |
| Securement of existing loose wood nailers with mechanical fasteners (staggered 6" oc.).                                                                  | 300 LF             | \$ 1.50    | / | Lineal Foot     | \$ 450.00   |
| Installation of walkway pads.                                                                                                                            | 100 LF             | \$ 7.00    | / | Lineal Foot     | \$ 700.00   |
| SUBTOTAL OF UNIT PRICE EXTENSIONS:                                                                                                                       |                    |            |   |                 | \$ 8,675.00 |

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

Middle School (Roof Section 9)

Description: *Modified Bitumen Roof System*

ALL LABOR AND MATERIALS, for the sum of \$ 199,675.00

Sum in words: One hundred ninety-nine thousand six hundred seventy-five and 00 /100 dollars.

**ALTERNATE BID 1A – Roof Section 7 – EPDM Maintenance Upgrades**

ALL LABOR AND MATERIALS, for the sum of \$ 1900.00

Sum in words: One thousand nine hundred and 00 /100 dollars.

**ALTERNATE BID 2B – Roof Section 14 – EPDM Maintenance Upgrades**

ALL LABOR AND MATERIALS, for the sum of \$ 7,000.00

Sum in words: Seven thousand and 00 /100 dollars.

**ALTERNATE BID 3C – Roof Section 16 – EPDM Maintenance Upgrades**

ALL LABOR AND MATERIALS, for the sum of \$ 4,800.00

Sum in words: Four thousand eight hundred and 00 /100 dollars.

**ALTERNATE BID 4D – Roof Section 21 – EPDM Maintenance Upgrades**

ALL LABOR AND MATERIALS, for the sum of \$ 3,800.00

Sum in words: Three thousand eight hundred 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 | \$ 80.00   |
| 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 No Substitutions      |                       |                    |        |           |
| 2                       |                       |                    |        |           |
| 3                       |                       |                    |        |           |
| 4                       |                       |                    |        |           |
| 5                       |                       |                    |        |           |
| 6                       |                       |                    |        |           |
| 7                       |                       |                    |        |           |
| 8                       |                       |                    |        |           |
| 9                       |                       |                    |        |           |
| 10                      |                       |                    |        |           |

### Unresolved Finding for Recover Provision:

(Section 5719.042, ORC)

BID FORM  
5

**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  
(Roof Section 9)

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**

No subcontractors

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**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***

In response to your request for Sealed Bid Proposal(s) for Project(s):                      \*N/A.

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

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):

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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)  
[ x ] (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<br>START DATE | SUBSTANTIAL<br>COMPLETION | FINAL<br>COMPLETION |
|------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------|---------------------|
| Brecksville-Broadview Heights City School District<br>Middle School Roof Replacement Project<br>(Roof Section 9) | June 6, 2016           | August 5, 2016            | August 12, 2016     |

**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 March 3, 2016

If Bidder is:

**An Individual**

By N/A (Seal)  
(Individual's Name)

Doing business as N/A

Business Address: N/A

Phone No.: N/A

Fax No.: N/A

**A Partnership**

By N/A (Seal)  
(Firm Name)

N/A  
(General Partner)

Business Address: N/A

Phone No.: N/A

Fax No.: N/A

A Corporation or LLC

By Building Technicians Corporation (Seal)

(Corporation/LLC Name)

Ohio

(State of Formation)

By Ellen J. Cumpston (Seal)

(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Ellen J. Cumpston

Business Address: 4500 Clay Street

Geneva, OH 44041

Phone No.: 440-466-1651

Fax No.: 440-466-8107

Date of Qualification to do business is:

May 1, 1976

State of Ohio

County of Ashtabula

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 3rd. day of March, 2016.



**CARI S. VAN HOY**

Notary Public, State of Ohio  
My Commission Expires  
April 22, 2020

Cari S. Van Hoy  
Notary Public Cari S. Van Hoy

Commission Expires April 22, 2020

END OF BID FORM

THE  
CINCINNATI INSURANCE COMPANY  
CINCINNATI, OHIO

**Bid Bond**  
**PUBLIC CONTRACTS**

KNOW ALL MEN BY THESE PRESENTS, that we Building Technicians Corporation

4500 Clay Street - Geneva, OH 44041

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 South Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto Brecksville-Broadview Hts. City School District

as Oblige, hereinafter called the Oblige, in the sum of 100% of Total Bid

Dollars (\$ \_\_\_\_\_ ).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Middle School Roof Replacement Project (Roof Section 9)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal within the period specified therein for acceptance (60 days if no period is specified) and the Principal shall enter into a Contract with the said Oblige in accordance with the terms of said bid and give bond for the faithful performance thereof within the period specified (30 days if no period is specified); or if the Principal shall, in the case of failure to do so, indemnify the Oblige against any loss the Oblige may suffer directly arising by reason of such failure, not to exceed the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 2nd day of March, 2016

Building Technicians Corporation

(Principal)

(Seal)

By:

*Ellen J. Cumpston*

Ellen J. Cumpston, President

(Title)

THE CINCINNATI INSURANCE COMPANY

(Seal)

By:

*Patricia A. Traylor*

Patricia A. Traylor

Attorney-In-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

James Crawford; Elizabeth A. Deering; Patricia A. Traylor;  
Emma Jean Conrad and/or Pamela S. DiGiacomo

of Geneva, Ohio

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of May, 2012.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Deering*

Vice President

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 2nd day of March, 2016



*Scott R. Boen*

Assistant Secretary



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## **Supplementary Conditions (Brecksville-Broadview Heights City School District)**

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**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](mailto: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](mailto:gtaylor@tcgroupdesign.com)

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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**  
**(Roof Section 9)**

**Mr. Chris Coad**  
**Director of Business Services**

**2/11/16**

**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  
(Roof Section 9)

February 11, 2016

**SECTION 00900 – DRAWING INDEX**

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END OF SECTION



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

February 11, 2016

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

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

**Date:** 2/11/16

**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](mailto: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](mailto: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:

☒ If any exposure, contact Owner

6. Watercraft Liability (owned and non-owned) when applicable, as follows:

☒ If any exposure, contact Owner

**B. Property Insurance**

1. ☒ 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.

