Document 00 52 23 - Agreement Form (OSFC CM at Risk Project) State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the President and Treasurer of the School District Board, and the Construction Manager in connection with the Project.

Project Number:

SFC-140365

Project Name:

New High School

Site Address:

S. Cleveland Massillon Rd.

Norton, Ohio Summit County

School District Board ("Owner"):

Norton City School District

Owner's Representative:

Ken Caldwell, Business Manager 4128 S. Cleveland Massillon Rd.

Norton, Ohio 44203

Contracting Authority:

Norton City School District

Ohio Facilities Construction Commission

Project Manager:

Bill Courson

Address:

Address:

30 West Spring Street, 4th Floor

Columbus, Ohio 43215

Construction Manager ("CM"):

C.T. Taylor Company, Inc.

CM's Principal Contact:

John Hitchcock

Address:

5802 Akron Cleveland Rd.

Hudson, Ohio 44236

Architect/Engineer ("A/E"):

MKC Architects, Inc.

A/E's Principal Contact:

Todd Wrobleski

Address:

40 W. 4th Street

Mansfield, Ohio 44902

ARTICLE 1 - SCOPE OF WORK; CONSTRUCTION BUDGET; EDGE COMMITMENT

- 1.1 The CM shall perform and provide all of the Work described in the Contract.
- 1.2 The Construction Budget is \$26,513,734.00.
- 1.3 The CM shall contract with EDGE-certified Business Enterprise(s) for the portion of the Contract described below:
 - 1.3.1 during the Preconstruction Stage, no less than 46% percent of Preconstruction Stage Compensation; and
 - 1.3.2 during the Construction Stage, no less than 12% percent of the Contract Sum established in the GMP Amendment.

ARTICLE 2 - PRECONSTRUCTION STAGE COMPENSATION

- 2.1 The Preconstruction Stage Compensation is \$114,502.00, which is the sum of (1) the Preconstruction Fee. (2) Preconstruction Stage Personnel Costs, and (3) Preconstruction Stage Reimbursable Expenses. The Owner shall pay the Preconstruction Stage Compensation to the CM in exchange for the CM's proper, timely, and complete performance of the Preconstruction Services.
- 2.2 Preconstruction Fee. The CM's Preconstruction Fee is \$20,000.00 and is subject to the following allocation:

Project Stage/Task	Associated Fee	Portion of Total Fee		
Organizational Meeting	\$1,000.00	5 %		
Program Verification Stage	\$1,000.00	5 %		
Schematic Design Stage	\$2,000.00	10 %		
Design Development Stage	\$5,000.00	25 %		
Construction Documents Stage	\$5,000.00	25 %		
GMP Proposal and Amendment	\$6,000.00	30 %		
Total Preconstruction Fee	\$20,000.00	100%		

- 2.3 <u>Preconstruction Stage Personnel Costs</u>. The CM's Preconstruction Stage Personnel Costs shall not exceed \$42,512.00, and shall be paid on an hourly basis according to the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit A.
- 2.4 <u>Preconstruction Stage Reimbursable Expenses</u>. The CM's Preconstruction Stage Reimbursable Expenses shall not exceed \$51,990.00, and shall be paid according to the Preconstruction Stage Reimbursable Expenses Schedule attached as Exhibit B.

ARTICLE 3 - CONSTRUCTION STAGE COMPENSATION

- 3.1 As described in the General Conditions, the parties will establish the Contract Sum, Contract Times, Milestones, and other commercial terms relevant to the Construction Stage through at least one GMP Amendment, the form of which is attached as Exhibit D.
- 3.2 The CM shall propose the amount of the CM's Construction Stage Personnel Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the CM's Construction Stage Personnel Costs shall not exceed \$598,034.00.
 - 3.2.1 The CM's Construction Stage Personnel Costs shall be based upon the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit A.
- **3.3** The CM shall propose the amount of the General Conditions Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the General Conditions Costs shall not exceed \$270,634.00.
 - **3.3.1** A detailed description of the items of Work included in the General Conditions Costs portion of the Cost of the Work is set forth in the **General Conditions Costs Description** attached as **Exhibit C**.
- 3.4 The CM shall propose the amount of the CM's Contingency as a part of the proposed GMP Amendment; provided, however, that the CM's Contingency shall not exceed an amount equal to 3.0% percent of the Cost of the Work identified by the CM in the proposed GMP Amendment.
 - 3.4.1 Shared-Savings Change Order. Unless otherwise provided in the GMP Amendment, no more than 30 days before final payment to the CM, the parties shall execute a Change Order to reduce the Contract Sum by an amount equal to (1) 100 percent of the funds then remaining in the CM's Contingency plus (2) an associated reduction of the CM's Fee in an amount equal to Not applicable percent of the amount by which the Contract Sum is reduced on account of return of the CM's Contingency.
- 3.5 The CM shall propose the amount of the CM's Fee as a part of the proposed GMP Amendment; provided, however, that the CM's Fee shall not exceed an amount equal to 2.5% percent of the sum of the Cost of the Work plus CM's Contingency, both as identified by the CM in the proposed GMP Amendment.
- 3.6 If the parties cannot agree on a Contract Sum, the Contracting Authority may terminate the Contract for convenience. If the Contracting Authority thereafter decides to pursue the Project using the Multiple-Prime Contract with Construction Manager Adviser project-delivery method and to enter into a related construction-management agreement with the CM, the CM's Fee under that contract shall not exceed 2.75% percent. The Contracting Authority is not obligated to offer or enter into a Construction Manager Adviser contract with the CM for the Project.

ARTICLE 4 - KEY PERSONNEL

- 4.1 The CM's Key Personnel for the Project are:
 - 4.1.1 Ryan Fink, Project Manager;
 - 4.1.2 Chris Paetsch, Lead Scheduling Engineer;
 - 4.1.3 Martyn Blundall, Lead Estimator;
 - 4.1.4 Dave Juchnowski, General Superintendent.

ARTICLE 5 - CONSULTANTS

5.1 The CM's Consultants for the Project are:

5.1.1 Scheduling, Estimating, LEED & OSDM Reviews:

Greenspace Construction Solutions 26650 Renaissance Parkway Cleveland, Ohio 44128

Tu Scaparotti - President Chris Paetsch - Scheduler Martyn Bludall – Estimator Rohinee Himalian – OSDM & LEED Review

5.1.2 Structural Design Review:

I.A. Lewin Assoicates 4110 Mayfield Rd., Suite B Cleveland, Ohio 44121

Isaac Lewin - Principal Mike Markarich – Structural Engineer

5.1.3 Security and Fire Safety Consultant:

Karpinski Engineering 3135 Euclid Ave. Cleveland, Ohio 44115

Dale Simmons - Project Design

- **5.2** The CM may provide a portion of the Work through one or more Consultants, provided, however, the CM will remain responsible for all duties and obligations of the CM under the Contract.
 - **5.2.1** If the CM engages a Design-Assist Firm, that entity (1) will be considered a Consultant under the Contract during the Preconstruction Stage and (2) before that entity performs any Work during the Construction Stage, it shall be subject to all Applicable Law and Contract provisions concerning the prequalification, bidding, selection, and engagement of Subcontractors and shall enter into a Subcontract with the CM.
- **5.3** By appropriate written agreement, the CM shall require each Consultant, to the extent of the Consultant's portion of the Work, to be bound to the CM by the terms of the Contract, and to assume toward the CM all of the obligations and responsibilities which the CM assumes toward the Contracting Authority and Owner.
 - 5.3.1 The CM shall not retain any Consultant on terms inconsistent with the Contract.
 - **5.3.2** All agreements between the CM and a Consultant shall identify the School District Board and Commission as the agreement's intended third-party beneficiaries.
 - **5.3.3** The Contracting Authority's receipt and approval of a copy of the agreement between the CM and a Consultant is a condition precedent to the Owner's obligation to pay the CM on account of the Consultant's services.
- **5.4** The Owner has no obligation to pay or see to the payment of money to any Consultant except as otherwise required under Applicable Law.
- 5.5 The CM shall obtain the Contracting Authority's written approval before engaging any Consultant not named above. The CM shall not employ any Consultant against whom the Contracting Authority has a reasonable objection. The Contracting Authority's approval or disapproval of any Consultant, however, will not relieve the CM of the CM's full responsibility for the performance of the Work.
- 5.6 The CM shall not remove any Consultant from the Project or reduce the extent of any Consultant's participation in the Work without the Contracting Authority's prior written consent. The CM shall not permit any Consultant to replace any previously identified team member except with the Contracting Authority's prior written consent unless the Consultant

ceases to employ that person. On notice from the Contracting Authority, the CM shall immediately and permanently remove from the Project any Consultant or person under a Consultant's control whose performance is not satisfactory to the Contracting Authority.

- 5.7 The Contracting Authority may communicate with any Consultant either through the CM or directly with the Consultant, but the Contracting Authority may not modify the contract between the CM and any Consultant.
- **5.8** The CM hereby assigns to the Contracting Authority each Consultant's agreement provided that the assignment is effective only after the Contracting Authority terminates the Contract and only for those agreements which the Contracting Authority accepts by notifying the Consultant and CM in writing. The Contracting Authority may re-assign accepted agreements.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Escalation of Personnel Cost Rates.

- 6.1.1 The CM may adjust the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit A in accordance with the CM's normal salary-review practices, but (1) not before the date one year after the date of the Agreement, (2) not more than once in any one-year period thereafter, and (3) not in excess of 5 percent per annual increase.
- 6.1.2 No rate increase will (1) apply to any Work performed before the Contracting Authority receives written notice of the increase from the CM, or (2) result in an increase in a previously established fixed or not-to-exceed fee such as under (a) Sections 2.3 and 3.2 of this Agreement, (b) the GMP Amendment, or (c) as the parties may agree upon from time to time in connection with all or any part of the Work.

6.2 Effectiveness.

- **6.2.1** It is expressly understood by the CM that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Treasurer of the School District first certifies that there is a balance in the School District's treasury or are in the process of collection to an appropriate fund, free from any previous encumbrance.
- **6.2.2** Subject to **Section 6.2.1**, the Contract shall become binding and effective upon execution by the School District Board and the CM, subject to approval of the Commission.
- **6.2.3** This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

6.3 Representations.

- **6.3.1** The CM represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the CM shall immediately repay to the Owner any funds paid under this Contract.
- **6.3.2** The CM hereby certifies that neither the CM nor any of the CM's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.
- **6.3.3** The CM, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.
- **6.3.4** The CM affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the CM performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

ARTICLE 7 - ENUMERATION OF DOCUMENTS

7.1 The Contract Documents constitute the substance of the Contract, and include, but are not limited to, this Agreement (including all of its exhibits), the GMP Documents, final Drawings, final Specifications, Addenda if any, Contracting Definitions, General Conditions, Project Manual, and Modifications if any.

- 7.2 This Agreement includes the following documents:
 - 7.2.1 Personnel Costs Rate Schedule attached as Exhibit A;
 - 7.2.2 Preconstruction Stage Reimbursable Expenses Schedule attached as Exhibit B;
 - 7.2.3 General Conditions Costs Description attached as Exhibit C;
 - 7.2.4 GMP Amendment form attached as Exhibit D; and

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed	this Agreement as of the date set forth below:
C.T Taylor Company, Inc.	STATE OF OHIO, BY AND THROUGH THE SCHOOL DISTRICT BOARD
Signature	Signature
John E. Hitchcock	
Printed Name President	Printed Name School District Board President
Title	-
	Signature
	Printed Name School District Board Treasurer
	Date
TREASURER'S	CERTIFICATION
City School District under the foregoing Agreement have	neet the obligations of the Board of Education of the Norto , been lawfully appropriated for such purposes and are in the cess of collection to an appropriate fund, free from any previous
	Signature
	Printed Name School District Board Treasurer
APPROVAL OF THE OHIO FACILIT	TES CONSTRUCTION COMMISSION
	Richard M. Hickman Executive Director

END OF DOCUMENT

Exhibit A - Personnel Costs Rate Schedule State of Ohio Standard Requirements for Public Facility Construction

Name	Role	Firm	Rate	
John Hitchcock	Executive Committee	C.T. Taylor Company	\$0.00 per hour	
Matt Collier	Project Executive	C.T. Taylor Company	\$59.00 per hour	
Ryan Fink	Project Manager	C.T. Taylor Company	\$51.00 per hour	
Dave Juchnowski	Project Superintendent	C.T. Taylor Company	\$49.00 per hour	
Mike Cooper	Project Superintendent ME	P C.T. Taylor Company	\$49.00 per hour	
Les Yager	Estimator	C.T. Taylor Company	\$49.00 per hour	
Mike White	Safety Director	C.T. Taylor Company	\$42.00 per hour	
Bob James	QA/QC	C.T. Taylor Company	\$55.00 per hour	
Tu Scaparotti	Principal	Greenspace Const.	\$60.00 per hour	
Lisa Malak	Project Administrator	Greenspace Const.	\$42.00 per hour	
Chris Paetsch	CPM Scheduler	Greenspace Const.	\$120.00 per hour	
Rohinee Himalian	LEED AP	Greenspace Const.	\$76.00 per hour	
Isaac Lewin	Structural Review	I.A. Lewin	\$160.00 per hour	
Mike Markarich	Structural Review	I.A. Lewin	\$160.00 per hour	
Dale Simmons	CPTED Review	Karpinski Engineering	\$150.00 per hour	
	,			

END OF EXHIBIT

Exhibit B - Preconstruction Stage Reimbursable Expenses Schedule State of Ohio Standard Requirements for Public Facility Construction

Item	Description	Amount
Cost of Bonds for initial CM Agreeme	ent	\$1,650.00
Baseline Schedule		\$12,000.00
SD and DD Estimates		\$24,000.00
Structural Engineering Peer Review		\$2,400.00
CPTED Analysis		\$3,600.00
OSDM and LEED Review		\$6,840.00
Document Reproduction		\$1,500.00
* %		10
	,	
400 1004 1004		
	Total	\$51,990.00

END OF EXHIBIT

Exhibit C - General Conditions Costs Description State of Ohio Standard Requirements for Public Facility Construction

Item	Description	Amoun
Construction Bonds	Lump sum to extend Bonds to 100% of contract sum	\$167,114.00
Temporary Facilities	Trailers & Sanitary Facilities (monthly expense)	\$14,300.00
Jobsite Trailer Utilities	Monthly expense	\$6,600.00
Office & Janitorial Supplies	Furnishing & equipment & water (monthly expense)	\$3,300.00
Office Communications Equipment	Printing/Postage/Photographs (monthly expense)	\$4,400.00
Office First Aid/Fire protection	Safety, Signage (lump sum)	\$1,000.00
Project Site Progress & final cleaning	Monthly expense	\$39,600.00
Dumpsters	Monthly expense	\$19,360.00
Construction Fence, wash out pit	Monthly expense	\$14,960.00
,		
		,
24	Total	\$270,634.00

END OF EXHIBIT

Document 00 63 23 - GMP Amendment (OSFC CM at Risk) State of Ohio Standard Requirements for Public Facility Construction

Exhibit D

The State of Ohio, acting by and through the President and Treasurer of the School District Board, and the CM enter into this Amendment as of the date set forth below to amend the Agreement they entered into as of «insert date of Agreement» in connection with the Project known as:

Project Number:

SFC-140365

Project Name:

New High School

School District Board ("Owner"):

Norton City School District

Contracting Authority:

Norton City School District

Ohio Facilities Construction Commission

Construction Manager ("CM"):

C.T. Taylor Company, Inc.

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS

1.1 The Contract Sum is \$\sinsert amount>\), which is the sum of the estimated Cost of the Work, plus the CM's Contingency, plus the CM's Fee as follows:

1.1.1 The estimated Cost of the Work is \$\infty\$ is \$\infty\$ amount>, which Prices (if any) defined through this Amendment, and is the \$\infty\$ of:

1.1.1.1 CM's Construction Stage Personnel Coste in shall not exceed \$\%\cinsert CM's Construction Personnel Coste in the Agreement without a construction of the Agreement without a construction Stage Personnel requirements;

1.1.1.2 General Con Co he no to sert amount», which shall not exceed \$\times\text{einsert}\$ General Conditions are cap in the scope of General in the

1.1.1.3 all Work the My op es to provide through Subcontractors in the amount of \$\infty\$ (insert amount);

1.1.1.4 all Work the proposes to self-perform directly or through a CM Affiliated Entity in the amount of \$\infty\$ (insert amount), which amount does not include any costs accounted for under the CM's Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The CM's Contingency in the amount of \$\infty\$ (insert amount), which shall not exceed (insert CM Contingency percentage from the Agreement) percent of the above-identified Cost of the Work.

1.1.3 The CM's Fee in the amount of \$\infty\$ (insert amount), which shall not exceed (insert CM Fee percentage from the Agreement) percent of the sum of the above-identified Cost of the Work plus the above-identified CM's Contingency.

ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods of time established in the following table for the achievement of the associated Milestones:

Construction Stage	Milestone(s)
to which Liquidated D	amages apply

Contract Time from Notice to Proceed Date

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time from Notice to Proceed Date
«insert description of interim milestone – add more rows if necessary – delete if none»	«insert number of calendar days» days
Final Acceptance of all Work	«insert number of calendar days» days

ARTICLE 3 - LIST OF EXHIBITS

- **3.1** This Amendment is based upon the following documents:
 - 3.1.1 Basis Documents attached at GMP Exhibit A;

(This exhibit includes a complete list of all of the Drawings, Specifications, and other documents, upon which the CM relied to prepare this Amendment.)

3.1.2 Assumptions and Clarifications attached at GMP Exhibit B;

(This exhibit includes a complete list of the assumptions and clarifications made by the CM in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract)

3.1.3 Project Estimate attached at GMP Exhibit C;

(This exhibit includes a detailed estimate of the Cost of the Key of allocates the cost of each of item of the Work to labor and materials/equipment of the Cost of the Key of the Cost of each of item of the Work to labor and materials/equipment of the Cost of the Cost of each of the Cost of each of the Cost of each of ea

- 3.1.4 Project Schedule ached a C E ib
- 3.1.5 Construction Program h w tached at GMP Exhibit E;
- 3.1.6 Staffing Plan atta GNIP Exhibit F;

(This exhibit include the CMs detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the CM's proposed project manager and proposed superintendent, including references, unless the CM previously submitted that information and the CM's project manager and superintendent were approved.)

3.1.7 Subcontractor Work Scopes attached at GMP Exhibit G;

(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)

3.1.8 Scope of CM's Self-Performed Work attached at GMP Exhibit H;

(This exhibit includes a detailed scope-of-Work description for all trade Work the CM proposes to perform itself or through a CM Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)

3.1.9 Schedule of Allowances attached at GMP Exhibit I (if applicable);

(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)

3.1.10 Schedule of Unit Prices attached at GMP Exhibit J (if applicable);

(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)

3.1.11 Schedule of Alternates attached at GMP Exhibit K (if applicable); and

(This exhibit includes a complete list and detailed description of all Alternates with related measurement

and payment terms.)

3.1.12 Schedule of Incentives attached at GMP Exhibit L (if applicable).

(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below:

«INSERT CM'S NAME»	STATE OF OHIO, BY AND THROUGH THE SCHOOL DISTRICT BOARD			
	*			
Signature	Signature			
Printed Name	Printed Name School District Board President			
Title				
	S att			
58	P ted Name S ol District Board Treasurer			
	Date			

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the Board of Education of the winsert name» School District under the foregoing Amendment have been lawfully appropriated for such purposes and are in the treasury of the winsert name» School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

TREASURER'S CERTIFICATION

Signature	
Printed Name	
School District Board Treasurer	

APPROVAL OF THE OHIO FACILITIES CONSTRUCTION COMMISSION

Richard M. Hickman Executive Director

END OF DOCUMENT



COMMITMENT TO PARTICIPATE IN THE EDGE BUSINESS ASSISTANCE PROGRAM

Bidder: Mark only one option.

Use "✓" or "✗" to mark option included in Bid
If marking Option B, also show percentage of proposed participation.

Option A

Bidder commits to *meet or exceed* the advertised EDGE Participation Goal of **the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder's Bid) to the Contracting Authority, at the location required and within 3 <u>business days</u> after receiving notice from the Contracting Authority, its fully-completed *Bidder's Qualification Form*, including an *EDGE Affadavit* form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

Option B (also indicate percentage -- see text)

Bidder *does not meet* the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, *commits to provide* ______ percent of the Contract award amount, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 business days after notice from the Contracting Authority, a detailed *Demonstration of Good Faith* form describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

Bidder commits to provide to the Contracting Authority at the location required, and within 3 days after receiving notice from the Contracting Authority, its fully-completed *Bidder's Qualification Form*, including an *EDGE Affadavit* form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

Option C

Bidder declares that the Bidder is a certified EDGE Business Enterprise and that if awarded this Contract, the EDGE Participation percentage will be 100 percent of the Contract award amount.

M140-00 41 00v0912 Page 8 of 11



CERTIFICATE OF LIABILITY INSURANCE

CTTAY-1

OP ID: LNL

DATE (MM/DD/YYYY) 03/03/2014

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 Phone: 440-333-9000 CONTACT NAME: Dawson Insurance

CI	1340 Depot Street Fax: 440-356-2126 Cleveland, OH 44116-1799 Kyp L. Ross			(A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:					
	p 2. 11000					SURER(S) AFF	ORDING COVERAGE		NAIC #
					NSURER A : Westf				24112
INS	SURED C.T. Taylor Co., Inc. 5802 Akron-Cleveland Ro			1	NSURER B : Colun	nbia Casua	Ity Insurance Co		31127
	Hudson, OH 44236-2010	oad		Ti Ti	NSURER C :				1
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				E NUMBER:			REVISION NUMBER:		
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	GENERAL LIABILITY				19		EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY			CMM7799184	11/01/2013	11/01/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	s	1,000,000
							GENERAL AGGREGATE	s	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	s	2,000,000
	POLICY X PRO-							s	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
Α	X ANY AUTO SCHEDULED			CMM7799184	11/01/2013	11/01/2014		s	
	AUTOS AUTOS						BODILY INJURY (Per accident)	s	
	X HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	X							s	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	s	5,000,000
Α	EXCESS LIAB CLAIMS-MADE			CMM7799184	11/01/2013	11/01/2014	AGGREGATE	s	5,000,000
	DED X RETENTIONS nil							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- TORY LIMITS X OTH-		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	I/A		CMM7799184		11/01/2014	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)		(OHIO EMPLOYERS LIABILI	TY		E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	S	1,000,000
В	Professional Liab.		C	CPB288389822	01/01/2013	01/01/2014	Per Occur		1,000,000
						12	Aggregate		2,000,000
									0000 (00
ro	RIPTION OF OPERATIONS/LOCATIONS/VEHICLE: ject: Norton City Schools -	s (At	tach A W H	CORD 101, Additional Remarks Sche igh School Project	dule, if more space is #SFC-140365	required)			

CFRI	TIFIC A	TE	HOL	DER

CANCELLATION

OHIOS-0

Ohio School Facilities Commission 30 West Spring Street 4th FL Columbus, OH 43215

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



Department of Administrative Services Equal Opportunity Division

Approved

CERTIFICATE OF COMPLIANCE

C.T. TAYLOR COMPANY INC. 5082 Akron-Cleveland Rd Hudson, OH 44236

Effective Dates: 4/10/2014 through 10/07/2014

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues C.T. TAYLOR COMPANY INC. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires the Division to review affirmative action programs and plans of each company desiring to participate on state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, the Division has found no such violation(s).

Please be advised that for C.T. TAYLOR COMPANY INC. to maintain certification status, C.T. TAYLOR COMPANY INC. must continue to ensure equal employment opportunities in accordance with applicable State and Federal EEO laws, rules, regulations and guidelines, and meet those contractual obligations for which C.T. TAYLOR COMPANY INC. has agreed.

Harry T. Colson

Interim State EEO Coordinator

Ohio Department of Administrative Services

Service, Support, Solutions for Ohio Government

The State of Ohio is an equal opportunity employer.



Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

Certificate of Premium Payment

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

750051

01/01/2014 Thru 08/31/2014

C T TAYLOR CO/INC 5802 AKRON CLEVELAND RD HUDSON, OH 44236-2010

ohiobwc.com

Stephen Buchien

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

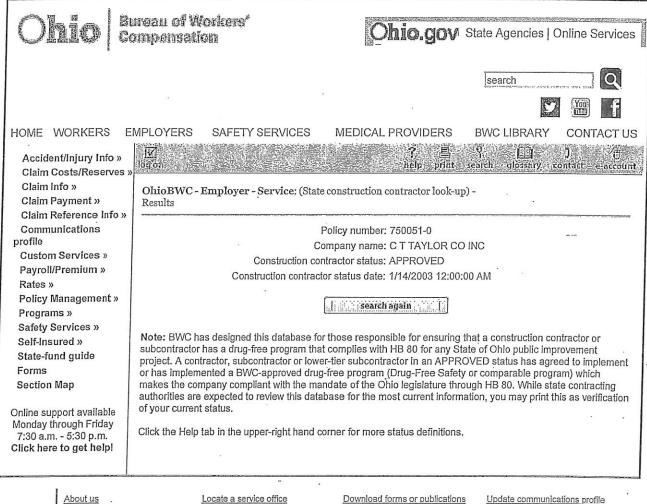
The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

Bureau of Workers' Compensation

You must post this language with the certificate of premium payment.

DP-29 BWC-1629 7/7/08



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Industrial Commission of Ohio