

County Commissioners Office
Auglaize County, Ohio
May 7, 2015

NO. 15-204

IN THE MATTER OF APPROVING THE BRIDGE PLANS FOR A COUNTY BRIDGE; RATIFYING THE EXECUTION OF SAME; SETTING BID DATE FOR RENOVATION OF BRIDGE WAS-101-11.95.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Andrew J. Baumer, Bridge Engineer, presented to the Board of County Commissioners the plans for on bridge construction along with the following correspondence:

Board of County Commissioners
209 South Blackhoof Street, Suite 201
Wapakoneta, Ohio 45895

May 5, 2015

Re: Bridge No. WAS-101.11.95

Dear Commissioners:

We are asking that you review and approve the bridge plans, as well as set up a bid date and time for May 26, 2015 at 1:00 p.m. for bridge number WAS-101-11.95.

The existing bridge is located on Bay Road over Muddy Creek in Washington Township. The structure is a 62'-0" span steel girder bridge built in 1955. The bridge is only 20 feet wide and has standard guardrail. Also, the floor and floor joists are rusted and deteriorated and in need of replacement.

Renovation of this bridge will consist of replacing the steel girder bridge with 7 new prestressed concrete box beams that will increase the bridge width to 28 feet. Abutment, side ditch and roadwork will be completed as a part of this project as well. The estimated cost is \$145,960 with \$100,000 of the total cost being the contract work of furnishing and erecting the new prestressed concrete box beams.

Respectfully,
s/Andrew J. Baumer
Andrew J. Baumer, E.I.T
Bridge Engineer

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the renovation plans for one county bridge described above as presented by Bridge Engineer Andrew Baumer and does ratify the execution of said plans; and,

BE IT FURTHER RESOLVED that the Board does hereby set May 26, 2015 at 1:00 p.m. as the date and time to receive and open bids in its office for the stated renovation for bridge WAS-101-11.95 as mentioned above; and,

BE IT STILL FURTHER RESOLVED that the County Engineer is hereby authorized to initiate the necessary legal steps to cause the above set bid opening.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

ABSENT
John N. Bergman

cc: County Engineer - Doug Reinhart
Bridge Engineer - Andrew Baumer

IN THE MATTER OF AUTHORIZING THE SALE OF A 1988 INTERNATIONAL S1700 CARGO TRUCK PURSUANT TO OHIO REVISED CODE 307.12.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2015.

Commissioner Regula moved the adoption of the following

RESOLUTION

WHEREAS, the Solid Waste Coordinator, Scott Cisco has submitted correspondence to the Board of County Commissioners, stating that the 1988 International S1700 Cargo Truck is no longer of use to the Solid Waste Office; and,

WHEREAS, the 1988 International S1700 Cargo Truck was placed on the online auction site and the ending date of auction was April 30, 2015 at 8:00 p.m.; and,

WHEREAS, the 1988 International S1700 Cargo Truck received no bids; and,

WHEREAS, Solid Waste Coordinator, Scott Cisco, will try and sell to a private citizen or dispose of the truck for salvage; and,

WHEREAS, Scott Cisco has requested authorization to complete this sale pursuant to Ohio Revised Code 307.12.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize the sale of the 1988 International S1700 Cargo Truck by Solid Waste Coordinator, Scott Cisco.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

ABSENT
John N. Bergman

✓ cc: Solid Waste Coordinator

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
393882	\$ 3,229.17	TSC
393891	\$ 250.09	City of St. Mary's
393902	\$ 1,355.00	Perry Pro-tech
393937	\$ 211.95	Konica Minolta
393964	\$ 294.40	Kinsella Auto Repair
393967	\$42,777.00	Gray Manufacturing
393969	\$ 367.25	Robin Rader
393972	\$ 958.07	Polygon
393979	\$ 165.00	Ostendorf Computer Service, Inc.
394028	\$ 7,283.23	CDW-G
394028	\$11,233.72	CDW-G
394032	\$ 164.00	U.S. Bank Equipment

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT
John N. Bergman

cc: County Auditor

IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR SAID 2015 COUNTY RESURFACING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer, Doug Reinhart requested that the Board of County Commissioner, set a date and time to receive bids for the 2015 Auglaize County resurfacing program which constitutes applying approximately 6,020 tons of asphaltic concrete on 7.7 miles of county and township maintained roadways, Auglaize County, Ohio; and,

WHEREAS, Engineer Reinhart further informed the Board that funding for the resurfacing will be paid with Highway Department License Plate and Gasoline Tax revenues.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby set May 26, 2015 at 1:15 p.m. as the date and time to open and publicly read bids for the County's 2015 resurfacing program in the Board's office; and,

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the necessary legal steps to cause the above set bid opening.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

ABSENT
John N. Bergman

cc: County Engineer – Doug Reinhart

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustment as follows: and,

<u>General Fund:</u>		To:
<u>Amount:</u>	001.1401.536100 (Property Ins)	001.0402.530500 (Contract Repairs)
\$ 15,000.00		

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustment to show the changes as tabulated above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

ABSENT
John N. Bergman

cc: County Auditor
/ County Administrator

IN THE MATTER OF CERTIFYING DELINQUENT SEWER BILL TO THE COUNTY AUDITOR FOR PLACEMENT ON THE PROPER REAL ESTATE TAX DUPLICATE; RATIFYING THE EXECUTION OF SEWER DELINQUENCY LISTING AS SUBMITTED BY THE SANITARY ENGINEER'S DEPT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Sanitary Engineer's Secretary, Ronette Kill, informed the Board of County Commissioners that a property owner in Auglaize County, Roberta Glasco, using the county owned sewage treatment plant for Uniopolis, has a delinquent charge on her quarterly sewer bill; and,

WHEREAS, the County Prosecuting Attorney Ed Pierce advised the Board that it is necessary for said Board to certify this delinquent charge to the County Auditor for placement on the proper real estate tax duplicate for collection; and,

WHEREAS, a list showing this delinquency was presented to the Board by the Auglaize County Sanitary Dept.. along with a request for the delinquency to be certified to the County Auditor for placement on real estate tax duplicate.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby ratify the execution of the Sewer Delinquency assessment list by the President of the Board of County Commissioners, Douglas A. Spencer; and,

BE IT FURTHER RESOLVED that this sewer delinquency assessment list is hereby certified to the County Auditor for placement on the proper real estate tax duplicate for collection.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT
John N. Bergman

attachment

cc: County Sanitary Engineer
/ County Auditor

IN THE MATTER OF DOCUMENTING RECEIPT OF BIDS FOR THE ELLERMAN JOINT COUNTY DITCH PROJECT;
AWARD BID TO GERDING DITCHING, LLC AND AUTHORIZE THE PRESIDENT OF THE JOINT BOARD EXECUTE
CONTRACT AND BOND.

The Boards of Auglaize and Mercer County Commissioners met in regular session on the 7th day of May 2015, at
the Chambers of The Auglaize County Commissioners will the following members present:

Auglaize County

Douglas A. Spencer present
Don Regula present
John N. Bergman absent

Mercer County

Greg Homan absent
Jerry Laffin present
Rick Muhlenkamp present

Commissioner Laffin moved the adoption of the following:

RESOLUTION

WHEREAS, on March 24, 2015, Resolution #15-141, the Joint Board of Auglaize and Mercer County Commissioners set the
date of April 30, 2015 at 10:00 a.m. to receive bids for the Ellerman Joint County Ditch project; and,

WHEREAS, those present for the bid opening were Commissioners Douglas A. Spencer and John N. Bergman, Asst. Co. Engineer
Kevin Schnell, County Administrator Erica Preston, T J Place SWCD Technician and two bidders; and,

WHEREAS, the following bids for labor and materials were received:

From: Gerding Ditching LLC,	15105 Road 15M, Columbus Grove, OH 45830	\$109,447.69
Sand Ridge Excavating	20251 Road I-17, Cloverdale, OH 45827	\$120,974.66
Gene Topp Drainage Service	6672 CR 66A, New Bremen, OH 45869	\$110,835.95
Cy Schwieterman, Inc.	10097 Kohler Road, Wapakoneta, OH 45895	\$117,464.05
Braun Excavating	3594 Schleucher Road, Celina, OH 45822	\$115,077.62
Engineer's Estimate:		\$120,974.69; and,

WHEREAS, on May 5, 2015, the bids were reviewed by the Asst County Engineer Kevin Schnell and he submitted a letter of
recommendation that the bid award be made to Gerding Ditching, LLC as this was the lowest and best bid and it was
an acceptable bid.

THEREFORE, BE IT RESOLVED that the Joint Board of Auglaize County and Mercer County Commissioners, does hereby
document the receipt of the above mentioned bids for the construction of the Ellerman Joint County Ditch improvement
project; and,

BE IT FURTHER RESOLVED that the Joint Board of Auglaize and Mercer County Commissioners does hereby award the bid
for the construction of the Ellerman Joint County Ditch improvement project to Gerding Ditching, LLC as the lowest
and best bidder; and,

BE IT FURTHER RESOLVED that the County Engineer is hereby directed to prepare the contracts and bonds and to secure
the signature of said bidder and their sureties; and,

BE IT FURTHER RESOLVED that upon delivery of the executed contract, bond, certificate of insurance and other documents
as specified in the Information to Bidders and General Conditions, President Douglas A. Spencer is hereby
authorized to sign the contract between the Joint Board of Commissioners and Gerding Ditching, LLC for the
Ellerman Joint County Ditch improvement project and other related documents as are deemed necessary and
desirable for the project; and,

BE IT STILL FURTHER RESOLVED that as provided in the related documents, it is the expectation of the Joint Board that
the whole of such work shall be completed and material furnished by December 31, 2015.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote
resulted in the adoption of the resolution as follows:

Adopted this 7th day of May, 2015
BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

Douglas A. Spencer yes
Douglas A. Spencer
Don Regula yes
Don Regula

BOARD OF COUNTY COMMISSIONERS
MERCER COUNTY

ABSENT
Greg Homan
Jerry Laffin yes
Jerry Laffin
Rick Muhlenkamp yes
Rick Muhlenkamp

ABSENT
John N. Bergman

IN THE MATTER OF APPROVING ENGINEERING STUDY AGREEMENT WITH PERFECTION GROUP, INC. FOR THE ADMINISTRATION BUILDING; AND RATIFYING THE EXECUTION OF SAME.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Perfection Group, Inc. has presented the Board of County Commissioners an Engineering Study Agreement for the HVAC system design on the Administration Building and this study is to allow Perfection Group Inc's in-house engineering group develop a field checklist and a on-site technician to spend time in the field reviewing the installation and reporting back to our engineering group. The on-site technician will complete the checklist in 8-12 hours. Perfection Group Inc's engineering group will review the report with a follow-up list developed. The second on-site trip will include both our engineering group and the original technician and the estimated time should take a full day for both engineering and the technician; and,

WHEREAS, the information gathered from both the first and second on-site visits will be compiled into a report form with a suggested course of action. The estimated time required by the engineering to complete this course of action report is eight (8) hours. During the on-site visits, installation deficiencies can be found and corrected/adjusted with no additional charges necessary. If additional costs are necessary to correct design or installation errors, those will be proposed separately based on a T&M NTE basis; and,

WHEREAS, the cost of the engineering study agreement is not to exceed \$7,100.00.

THEREFORE BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby approve the Engineering Study Agreement with Perfection Group, Inc. for the HVAC system design located at the Administration Building; and,

BE IT FURTHER RESOLVED that the Board does hereby authorize the execution of said Engineering Study Agreement by the President of the Board.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

ABSENT
John N. Bergman

✓ cc: Perfection Group, Inc.
County Administrator

attn: Doug Spencer



Mech Design Build prepared for:

Auglaize County Admin. Bldg. Engineering Study

Proposal Number: DTA-5A779D

Proposal Date: 12/04/2014

By:

Perfection Group, Inc.
2649 Commerce Blvd.
Cincinnati, OH 45241
(513) 772-7545

For:

Auglaize County Commissioners
209 Blackhoof Street
Wapakoneta, OH 45895
Rick Bice

And

Hereinafter: Perfection Group,
Inc.

Hereinafter: Customer

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

209 Blackhoof Street

Perfection Group, Inc. WILL PROVIDE THE FOLLOWING TO THE CUSTOMER:

Auglaize County Admin. Bldg. Engineering Study

Perfection Group, Inc. guarantees the price stated in this Proposal for thirty (30) days from Proposal Date above. **Base Proposal Amount: ...\$7,100.00 NTE**

This proposal is the property of Perfection Group, Inc. and is provided for our Customer's use only. This proposal will become a binding Agreement only after acceptance by Customer and approved by an authorized agent of Perfection Group, Inc. as evidenced by their signature(s) below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Perfection Group, Inc. which is not expressed herein.

PERFECTION GROUP, INC
Dave Agricola

Dec. 05-14

Signature: Dave Agricola (Sales Representative)

Date

CUSTOMER

Douglas A. Spencer

Authorized Representative Signature

5-7-15

Date

Douglas A. Spencer, President

Name & Title (Print/Type) Auglaize County Board of Commissioners

Approval Signature:

Date



Proposal Number: DTA-5A779D

Proposal Date: 12/04/2014

*Services Provided by Perfection Group, Inc. for:
Auglaize County Admin. Bldg. Engineering Study*

SCOPE OF WORK:

Rick, after much reviewing, calculating and discussions with our engineering group about the existing HVAC system design, we can find nothing that clearly is of concern. The overall system design is certainly based on high end equipment that, if working properly, should provide a very comfortable environment at lower operating cost.

With that said, the system design as shown on paper, should work properly. What we would like to do is spend additional time on site confirming the installation is as shown on the design documents and to confirm there are not obvious errors in the installation or problems that have developed since start-up.

Proposed is that our in-house engineering group develop a field checklist for one of our head technicians to spend time in the field reviewing the installation and reporting back to engineering. Once the checklist is developed (est. 4hrs. eng. time), I estimate the on-site technician will complete the checklist in 8-12 hours. The report will then be reviewed by engineering with a follow-up list developed. The second on-site trip will include both our engineering group and the original technician. This second trip is estimated to take a full day for both engineering and the technician.

The information gathered from both the first and second on-site visits will be then pulled together into report form with a suggested course of action. The estimated time required by engineering to complete the course of action report is 8 hrs. If all goes well, during the on-site visits, installation deficiencies can be found and corrected / adjusted with no additional charges necessary. If additional cost are necessary to correct design or installation errors, those will be proposed separately based on a T&M NTE basis.

This proposal is based on a "Not To Exceed" project. If we are able to find and correct the system deficiencies without spending the total proposed cost, we will bill only for that cost including mark-up.

Thank you for your time and thank you for the opportunity to dig deeper into your system installation. I look forward to any questions you may have regarding this proposal.

The services above are governed by the terms and conditions of this proposal.



Proposal Number: DTA-5A779D

Proposal Date: 12/04/2014

Perfection Group, Inc. Terms and Conditions

1. Customer shall permit Perfection Group, Inc. free and timely access to areas and equipment, and allow Perfection Group, Inc. to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Perfection Group, Inc.'s normal working hours.
2. Perfection Group, Inc. warrants that the workmanship hereunder shall be free from defects for one (1) year from date of start - up. If any replacement part or item of equipment proves defective, Perfection Group, Inc. will extend to Customer the benefits of any warranty Perfection Group, Inc. has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Perfection Group, Inc.'s expense during the one (1) year warranty. This warranty does not include routine maintenance, e.g.: equipment cleaning, mechanical parts lubrication, testing, belt adjustment, etc., which can be purchased from Perfection Group, Inc. at a discount during the warranty period. The warranty also does not include repair or replacement of equipment damaged by voltage fluctuations, misuse, lack of proper maintenance, lightning or other acts of nature. If a second year warranty is included and accepted, Perfection Group, Inc. will extend the same benefits as described for the first year warranty, however, Perfection Group, Inc. must be contracted under a separate service agreement to perform all regularly scheduled maintenance during the warranty period.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Perfection Group, Inc. may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Perfection Group, Inc.'s rates then in effect) over the sum stated in this Agreement.
5. In the event Perfection Group, Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Perfection Group, Inc. all court costs and attorneys' fees incurred by Perfection Group, Inc..
6. Any legal action against Perfection Group, Inc. relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
7. Perfection Group, Inc. shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Perfection Group, Inc.'s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
8. ~~To the fullest extent permitted by law, Customer shall indemnify and hold harmless Perfection Group, Inc., its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Perfection Group, Inc., anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Perfection Group, Inc.~~
9. Customer shall make available to Perfection Group, Inc.'s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. Perfection Group, Inc.'s obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Perfection Group, Inc.'s sole obligation will be to notify the Owner of their findings. Perfection Group, Inc. shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Perfection Group, Inc. expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or damage to the customer's facility, arising out of or in connection with Perfection Group, Inc.'s work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
11. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL PERFECTION GROUP, INC. BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
12. Customer shall provide and have in force during all phases of the work, a Builders Risk Insurance policy.
13. Perfection Group, Inc. shall not be liable for any liquidated damages except those caused by Perfection Group, Inc..