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T. B. Const Mgmt
P.O. Box 682
Hobart, Ind
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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101/CM

CONSTRUCTION MANAGEMENT EDITION

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1980 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED.

This document is intended to be used in conjunction with AIA Documents A201/CM, 1980; B141/CM, 1980; and B801, 1980.

AGREEMENT

made as of the 31st day of July in the year of Nineteen Hundred and EIGHTY-FIVE.

BETWEEN the Owner:

American Diagnostics Group, Inc.
3040 Gulf-To-Bay Boulevard
Clearwater, Florida 33519

and the Contractor:

Circle "R" Mechanical, Inc.
5740 Central Avenue
Post Office Box 130
Portage, Indiana 46368

the Project:

Diagnostic Outpatient Center
St. Mary's Hospital
Hobart, Indiana 46342

the Construction Manager:

TB CONSTRUCTION MANAGEMENT, INC. ATTN: DAN S. RATZ
Post Office Box 1696B, Indianapolis, Indiana 46206

~~the Architect~~ ENGINEERS:

Paul A. Spies & Associates
534 West Campus Drive, Arlington Heights, Illinois 60004

The Owner and the Contractor agree as set forth below.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
AUG 14 3 31 PM '85
RUDOLPH CLAY
RECORDER

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ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

All material, labor and equipment to complete Bid Package B, Underground Utilities, at the Diagnostic Outpatient Facility.

All work included in Bid Package B as shown on the project documents. This work includes, but is not limited to, 10" sanitary sewer, reinforced concrete pipe, including excavation, backfill, pipe, manholes, castings, inlet and discharge structures and testing, if required.

All work is to be performed in accordance with the Contract Documents.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced as directed.

and, subject to authorized adjustments, Substantial Completion of the Work shall be achieved not later than

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

All work is to be performed in accordance with the Construction Schedule in the Contract Documents. Time is of the essence.

Pre-Award Meeting
Bid Package B - Underground Utilities
July 23, 1985
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10. PROJECT HOURS:

The project hours will be from 8:00-12:00 a.m.; 30-minutes for lunch;
and then 12:30-4:30 p.m.

11. SCHEDULE:

Start as directed by TBCM on-site personnel.

Schedule to be submitted by Circle "R" and coordinated into TBCM
Master Schedule.

GENERAL DISCUSSION:

BASE CONTRACT AMOUNT.....	\$137,834.00
BOND.....	1,929.00
UMBRELLA LIABILITY \$5,000,000.....	<u>N/C</u>
CONTRACT AMOUNT.....	\$139,763.00
	=====

Mr. Bolinger confirmed the scope of the project as follows:

INCLUDES:

- a. 10" Sanitary Sewer.
- b. 24" RCP from Pond #4 to I-Section past manhole #38 (inclusive).
- c. Road catch basins and curb inlets.
- d. 18" RCP from Pond #4 to M.H.24 and 15" RCP from M.H.24 to M.H.28. 15" RCP from M.H.28 to Discharge #29 grading of swale from #29, to the Northwest corner of Hospital property.

EXCLUDES:

- a. Dewatering.
- b. Fees.
- c. Hauling excess material off site.
- d. Under curb drains.
- e. Water main.

Pre-Award Meeting
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QUESTION: Mr. Ratz inquired of Mr. Szawara as to whether Circle "R" Mechanical, Inc. can complete the work and make a profit on this project.

ANSWER: Mr. Szawara responded yes.

Any corrections or additions to these minutes must be submitted to the Construction Manager within 10 days or they will stand as written.

Respectfully submitted this 26th day of July, 1985,


DAN S. RATZ, PROJECT MANAGER
TB CONSTRUCTION MANAGEMENT, INC.

DSR/rjd

cc: Mr. Mark Gabriel - American Diagnostics Group, Inc.
Mr. Ken Speicher - American Diagnostics Group, Inc.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and the Architect has issued a Project Certificate for Payment which approves the final payment due the Contractor.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract [General, Supplementary and other Conditions], the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Pre-Award Meeting Minutes, July 23, 1985.
2. Contract Documents for Bid Group B.
3. Drawing Sheet Nos. 1-8 of 8 prepared by Paul A. Spies & Associates.
4. Contractor's proposal excludes dewatering, fees, hauling excess material off site.
5. Addendum No. 1, July 11, 1985.

7.3 Temporary Facilities and Services: Refer to Contract Documents - "Specific Conditions".

7.4 NO LIEN AGREEMENT

This Agreement is a no-lien contract pursuant to Indiana Code 32-8-3-1. Neither the Contractor nor any subcontractor, mechanic, journeyman, laborer or other person performing labor upon or furnishing materials, machinery or equipment for the property or improvements of the Owner shall have any right to any lien upon such property or improvement or the real estate upon which they are located.

The Contractor, for himself, and for all subcontractors, mechanics, journeymen, laborers or other persons performing labor upon or furnishing materials, machinery or equipment for the property or improvements of the Owner in connection with the Work for which a mechanics lien might be claimed or filed, does hereby expressly waive and relinquish all right to claim or file a mechanics lien against the property and improvements of the Owner or real estate upon which the property and improvements are located, or any part thereof, which real estate is described on Exhibit A, a copy of which is attached hereto and made a part hereof.

The Contractor for himself, and all subcontractors, mechanics, journeymen, laborers or other persons performing labor upon or furnishing materials, machinery or equipment in connection with the Work, does hereby agree that no contract, agreement, or understanding between the Contractor and any such subcontractor, mechanic, journeyman, laborer or other person performing labor upon or furnishing materials, machinery or equipment in connection with the Work, or any other persons, firm or corporation, or any want of actual notice of the existence of this Agreement on the part of any such subcontractor, mechanic, journeyman, laborer or other person performing labor upon or furnishing materials, machinery or equipment in connection with the Work, or any other person, firm or corporation, shall in any way affect the terms hereof, or give any right to file or claim a mechanics lien, by reason of any labor performed or materials or machinery furnished in connection with the Work; and that any and all labor performed or materials or machinery furnished in connection with the Work shall be deemed to have been performed and furnished in accordance with the terms of this Agreement, and with full acceptance of the provisions against liens herein contained; and that this Agreement shall be deemed to be a complete defense against any attempt to claim or file a lien against the Work, or any part thereof, or against the real estate upon which the work is located or any part thereof.

In the event the Work to be performed under this Agreement is modified or altered, or in the event there are any extras performed by or under the supervision of the Contractor which are not part of the original Agreement, it is agreed by the Owner and the Contractor that the foregoing "no-lien" provisions shall apply to any such modified, altered or extra work, materials, labor, machinery or equipment.

This Agreement shall be deemed to be executed only when duly signed by both the Owner and the Contractor. Accordingly, if the Owner and the Contractor do not sign on the same date, the date of execution shall be the date the latter party signs this Agreement.

OWNER:

AMERICAN DIAGNOSTICS GROUP, INC.

BY [Signature]
Richard D. Chandler, President

BY [Signature]
ASSISTANT, Secretary

Date: 7-31-85

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA,)
)SS:
COUNTY OF PINELLAS)

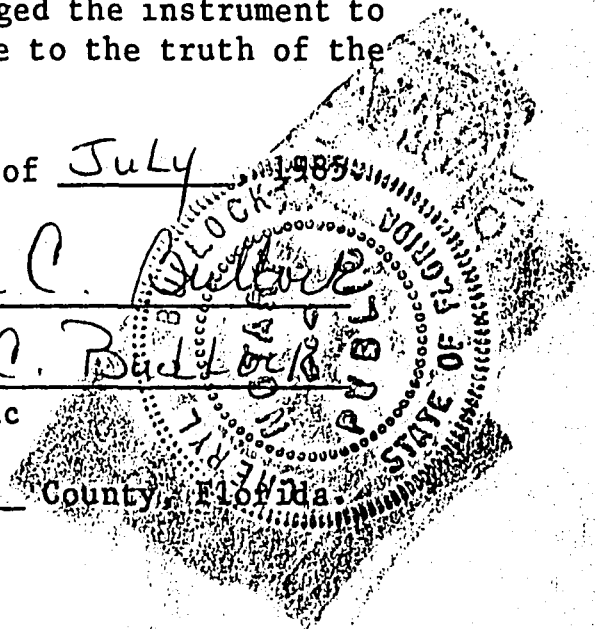
Before me, a Notary Public in and for said County and State, personally appeared Richard D. Chandler and ROBIN JACOBSEN, who being by me duly sworn did say they are, respectively, the President and Secretary of American Diagnostics Group, Inc., a corporation of the State of Florida, and that said Standard Form of Agreement between Owner and Contractor was signed on behalf of said corporation by authority of its Board of Directors and said individuals acknowledged the instrument to be the free act and deed of said corporation and swore to the truth of the statements contained therein.

Witness my hand and notarial seal this 31st day of July

My Commission Expires:
10/24/88

Signature [Signature]
Printed CHERYL C. BULLOCK
Notary Public

Residing in Pinellas County, Florida.



CONTRACTOR:

CIRCLE "R" MECHANICAL, INC.

BY *Geo. E. Richardson, Jr.*
Geo. E. Richardson, Jr., President

BY *Ted Szawara*
Ted Szawara, Secretary

DATE: August 9, 1985

CORPORATE ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS:
COUNTY OF PORTER)

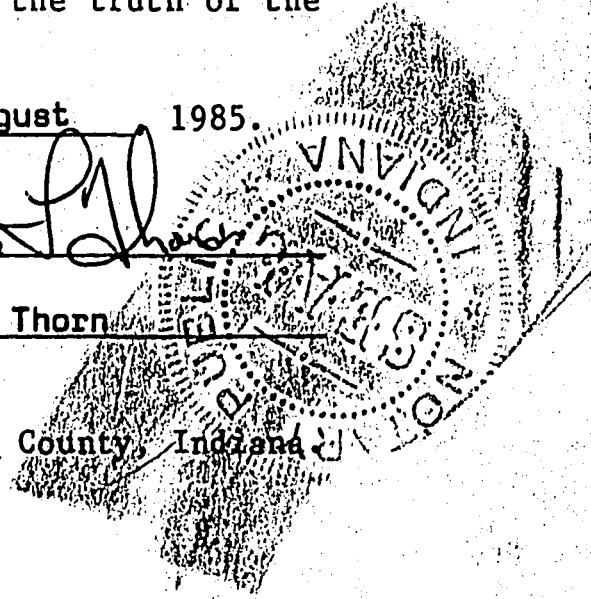
Before me, a Notary Public in and for said County and State, personally appeared Geo. E. Richardson, Jr. and Ted Szawara, who being by me duly sworn did say they are, respectively, the President and Secretary of CIRCLE "R" MECHANICAL, INC., a corporation of the State of Indiana, and that said Standard Form of Agreement between Owner and Contractor was signed on behalf of said corporation by authority of its Board of Directors and said individuals acknowledged the instrument to be the free act and deed of said corporation and swore to the truth of the statements contained therein.

Witness my hand and notarial seal this 9th day of August 1985.

My Commission Expires:
December 28, 1988

Signature *Lawrence L. Thorn*
Printed Lawrence L. Thorn
Notary Public

Residing in Porter County, Indiana



This instrument was prepared by James G. Holland, Attorney-at-Law, Mendelson, Kennedy, Miller, Muller & Hall, 600 Victoria Centre, 22 East Washington Street, Indianapolis, Indiana 46204.

**LEGAL DESCRIPTION OF
TOTAL REAL ESTATE OF ST. MARY MEDICAL CENTER, INC.**

The Northeast quarter of the Southeast quarter and that part of the West half of the Southeast quarter lying North of Bracken Road (61st Avenue) in fractional Section 6, Township 35, North, Range 7 West of the Second Principal Meridian in the City of Hobart, Hobart Township, Lake County, Indiana, and described as beginning at the Southeast corner of said Northeast quarter of the Southeast quarter, said point being 1319.6 feet, more or less, North of the Southeast corner of said Section 6; thence North 89 degrees 07 minutes West along the South line of said Northeast quarter of the Southeast quarter for a distance of 1316.0 feet to the Southwest corner of said Northeast quarter of the Southeast quarter; thence South 88 degrees 14 minutes West along the centerline of Bracken Road 1318.6 feet to the West line of the Southeast quarter of said Section 6; thence North 0 degrees 08 minutes West on said West line 1520.8 feet to the Northwest corner of the Southeast quarter of said Section 6; thence South 85 degrees 50 minutes East on the North line of said Southeast quarter 2644.5 feet to the Northeast corner of said Southeast quarter of Section 6; thence South on the east line of said Section 6 for a distance of 1307.6 feet to the Southeast corner of said Northeast quarter of the Southeast quarter and the point of beginning and containing 84.640 acres in all.

EXHIBIT A

MINUTES OF PRE-AWARD MEETING
HELD JULY 23, 1985 AT
DIAGNOSTIC OUTPATIENT CENTER, ROOM 305
HOBART, INDIANA
BID PACKAGE B - UNDERGROUND UTILITIES

SUBJECT: The Hobart Diagnostic Outpatient Center
for American Diagnostics Group, Inc.
Hobart, Indiana

ATTENDEES: Mr. Richard Bolinger, Circle "R" Mechanical, Inc.
Mr. Ted Szawara, Circle "R" Mechanical, Inc.
Mr. Bill Johnson, Johnson Excavating
Mr. Dan S. Ratz, TB Construction Management, Inc.
Mr. Bill Hayden, TB Construction Management, Inc.

PREPARED BY: Mr. Dan S. Ratz, Project Manager

1. INTRODUCTION:

Mr. Ratz opened the meeting and introduced those present.

2. CONTRACT PROCEDURES:

- A. TBCM will make recommendations to American Diagnostics Group for contract award.
- B. Base amount of contract is \$137,834.00.
- C. Contractor shall submit a Bond and Insurance Certificate before beginning work.
Bonding Co.: Peerless

3. BILLING PROCEDURE:

- A. Review of the percent complete with TBCM jobsite personnel and Circle R personnel as of the 25th of the month.
- B. Submit the invoice to the Indianapolis office by the 30th of the month.
- C. TBCM will incorporate this information and submit to American Diagnostics Group, Inc. by the 5th of the following month.
- D. Checks issued to TBCM by American Diagnostics Group by the 30th, and subsequently distributed to Circle "R".

4. CHANGE ORDERS:

- A. A Bulletin will be issued by the Architect.
- B. Contractor shall submit proposal to the Construction Manager.
- C. The Construction Manager will review and make recommendations to American Diagnostics Group, Inc.
- D. American Diagnostics Group, Inc. will either approve or reject the proposal.
- E. Addendum to the Contract will be written, if necessary.

5. SHOP DRAWINGS:

Shop drawings will be submitted if required by the Specification or whenever a material that is not specified is used.

6. SAFETY:

All work engaged in this project will be executed with OSHA 1910 and IOSHA regulations strictly enforced.

7. TRAILER AND STORAGE AREA:

Coordinate with the on-site representative for trailer space, if required, and storage areas.

8. DAILY REPORTS:

Circle "R" will receive a supply of daily reports to be filled out by their on-site foreman. This will include information as to quantities of work completed that day, the number of men on the job, any problems encountered, or information needed to continue work.

9. PROJECT MEETINGS:

A weekly progress meeting will be held on Thursday mornings at 10:00 a.m. The purpose of this meeting will be to coordinate and schedule activities of all the contractors currently engaged on the site.