

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 reported 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.)

Furnish all labor, materials, and equipment for a complete Bid Package "P" - Floor Covering, Phase II of the Main Building at Chicagoland Christian Village, Inc., 7047 E. 117th Avenue, Crown Point, Indiana 46307.

All work included in Bid Item "P" - Floor Covering as shown on the project documents. This work includes, but is not limited to, Ceramic Tile, and Resilient Safety Flooring.

All work is to be performed in accordance with the contract documents and Pre-Award Meeting Minutes dated November 15, 1990 and Addendum No. 1 dated July 27, 1990, Addendum No. 2 dated July 31, 1990, Addendum No. 3 dated August 22, 1990, and Addendum No. 4 dated October 22, 1990.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

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 adjustment, 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.)

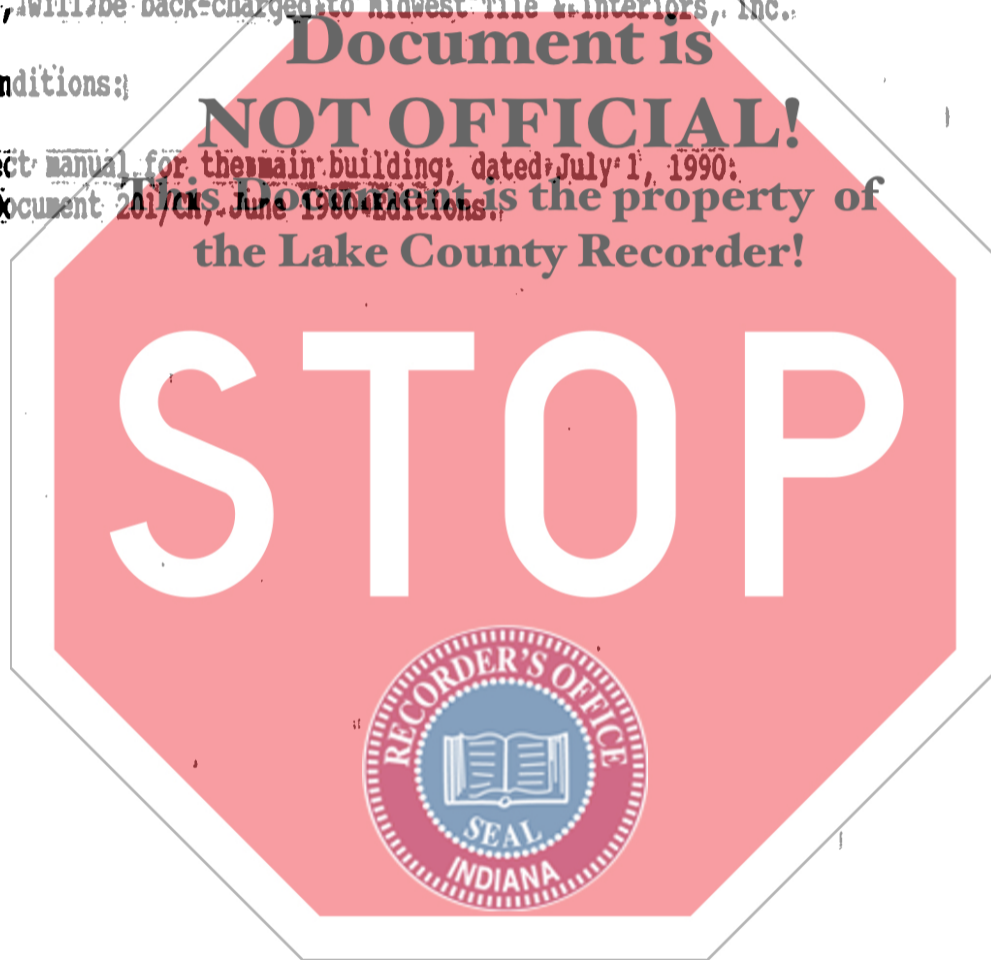
All work is to be performed in accordance with the Master Control Schedule shown on page 2AB.

If at any time during the contract period it becomes apparent that the contractor does not have the manpower to complete the project as scheduled, Chicagoland Christian Village, Inc. reserves the right to refer reliable manpower to the Contractor as a source of increasing work output. It will then be the responsibility of the Contractor to work out an agreeable working arrangement with referrals to see that work is completed as scheduled. This in no way will affect the original contract amount.

**ARTICLE 2
THE WORK**

BID ITEM "P" - FLOOR COVERING

1. Work under this contract shall include all labor, materials, equipment and supervision to complete this work, ceramic tile, and resilient safety flooring.
2. Midwest Tile & Interiors, Inc., must comply with all OSHA regulations on commercial construction while on the job site. Chicago Land Christian Village, Inc., Ivan L. McElwee & Associates, or Joyce, Inc., will not be responsible for any fine received by Midwest Tile & Interiors, Inc.
3. All work shall be done in a neat and workman like manner acceptable to the owner and regulatory agencies with jurisdiction. All work shall conform to the governing codes and scope of work provided by the contract drawings and specifications.
4. Clean up shall be performed on a daily basis. Any clean up performed by Joyce, Inc., or Chicago Land Christian Village, Inc., will be back-charged to Midwest Tile & Interiors, Inc.
5. Applicable Conditions:
 - A. Project manual for the main building, dated July 1, 1990.
 - B. AIA Document 201/CM, June 1980 Editions.



MASTER CONTROL SCHEDULE

"Exhibit A"

CHICAGO LAND CHRISTIAN VILLAGE SCHEDULE BY JOYCE CONSTRUCTION MANAGEMENT

	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010			
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
EXCAVATION FILLING & GRADING	*****																							
BASEMENT DRAINAGE	*****																							
SITE CONCRETE WORK	*****																							
CONCRETE FTGS - A-WALLS	*****																							
CONCRETE FLOORS	*****																							
MASONRY FOUNDATIONS	*****																							
MASONRY WALLS	*****																							
BRICK VENEER	*****																							
STRUCTURAL STEEL	*****																							
STEEL JOISTS	*****																							
METAL DECKING	*****																							
STRUC. ROOF & DECK SYSTEM	*****																							
LIGHT GAUGE STEEL FRAMING	*****																							
MISC. METALS	*****																							
ORNAMENTAL METAL	*****																							
ROUGH CARPENTRY	*****																							
FINISH CARPENTRY & MILLWORK	*****																							
WOOD CASEWORK	*****																							
WATERPROOFING	*****																							
PERIMETER & BSMT. WALL INSUL.	*****																							
BLANKET-TYPE BLDG. INSULATION	*****																							
EXTERIOR INSUL. & FINISH SYSTEM	*****																							
SPRAY ON FIREPROOFING	*****																							
SHINGLES	*****																							
FLEXIBLE SHEET ROOFING	*****																							
FLASHING & SHEET METAL	*****																							
ALUM. FASCIA, SOFFIT & GUTTERS	*****																							
PLASTIC, SKYLIGHTS & SOLARIUMS	*****																							
SEALANTS & CHALKING	*****																							
STEEL DOORS & FRAMES	*****																							
WOOD DOORS	*****																							
SPECIAL DOORS	*****																							
ALUMINUM ENTRANCE	*****																							
ALUMINUM WINDOWS	*****																							
FINISH HARDWARE	*****																							
GLASS & GLAZING	*****																							
SYNTHETIC STUCCO	*****																							
GYP DRYWALL SYSTEMS	*****																							
CERAMIC TILE	*****																							
ACOUSTICAL CEILING	*****																							
RESILIENT FLOORING	*****																							
CARPETING	*****																							
PAINTING	*****																							
VINYL WALLCOVERING	*****																							
FIBERGLASS WALL PANELS	*****																							
TOILET PARTITIONS	*****																							
LOCKERS	*****																							
FIRE EXTINGUISHERS & CABINETS	*****																							
MAIL BOXES	*****																							
SHELVING	*****																							
TOILET	*****																							
TOILET ROOM ACCESSORIES	*****																							
CUBICLE CURTAIN TRACK	*****																							
LAUNDRY EQUIPMENT	*****																							
DOCK BUMPERS	*****																							
FOOD SERVICE EQUIPMENT	*****																							
APPLIANCES & MISC. EQUIP.	*****																							
FURNISHINGS	*****																							
SPECIAL CONSTRUCTION	*****																							
NEW ELECTRICAL SERVICE	*****																							
UNDERGROUND UTILITIES	*****																							
HYDRAULIC ELEVATORS	*****																							
PLUMBING ROUGH-IN	*****																							
FIRE PROTECTION (SPRINKLERS)	*****																							
HVAC	*****																							
ELECTRICAL ROUGH-IN	*****																							
FIRE ALARM DETECTION SYSTEM	*****																							
TELEPHONE SYSTEM	*****																							
PAGING MUSIC/SOUND SYSTEM	*****																							
NURSE CALL	*****																							
DOOR MONITOR	*****																							
TELEVISION	*****																							
ELECTRICAL FIXTURES	*****																							
PLUMBING FIXTURES	*****																							
PUNCH LIST	*****																							



(SCHEDULE: WKS)

**ARTICLE 4
CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

TWENTY THOUSAND THREE HUNDRED DOLLARS AND NO/100

(-\$20,300.00.)

The Contract Sum is determined as follows:
(State here the base bid or other lump sum amount, accepted alternates and unit prices, as applicable.)

TOTAL CONTRACT AMOUNT: \$20,300.00

**ARTICLE 5
PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Construction Manager by the Contractor and Project Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period end the _____ day of each month as follows:

Not later than **TWENTY (20)** days following the end of the period covered by the Application for Payment, **NINETY** percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **NINETY** percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner and upon substantial completion of the Work, a sum sufficient to increase the total payments to **ONE HUNDRED** percent (100%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)



Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project:

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the owner's and contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification or other requirements such as written disclosures of waivers.)

**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 the Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

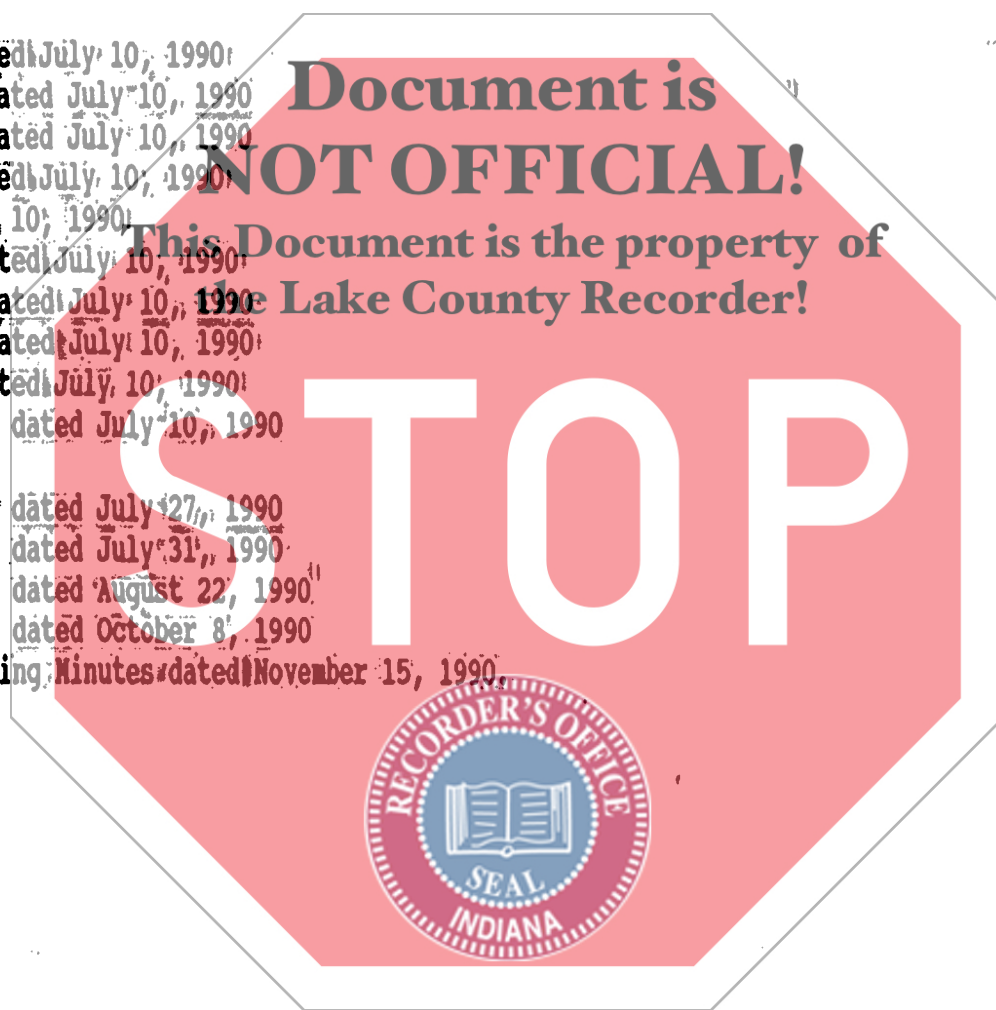
7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(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. Project Manual for Construction of The Main Building at Chicagoland Christian Village, 7047 E. 117th Avenue, Crown Point, Indiana; dated July 1, 1990; prepared by Ivan L. McElwee & Associates.
2. Contract Documents for Bid Item "P" Floor Covering
3. Drawing Sheet Numbers for Chicagoland Christian Village:

C1 thru C3 dated July 10, 1990
A-1 thru A51 dated July 10, 1990
S-1 thru S20 dated July 10, 1990
K-1 and K2 dated July 10, 1990
U-1 dated July 10, 1990
P-1 thru P8 dated July 10, 1990
PE1 thru PE8 dated July 10, 1990
M-1 thru M=8 dated July 10, 1990
E-1 thru E8 dated July 10, 1990
CN-1 thru CN=8 dated July 10, 1990

4. Addendum No. 1 dated July 27, 1990
5. Addendum No. 2 dated July 31, 1990
6. Addendum No. 3 dated August 22, 1990
7. Addendum No. 4 dated October 8, 1990
8. Pre-Award Meeting Minutes dated November 15, 1990.



7.3 Temporary facilities and services:

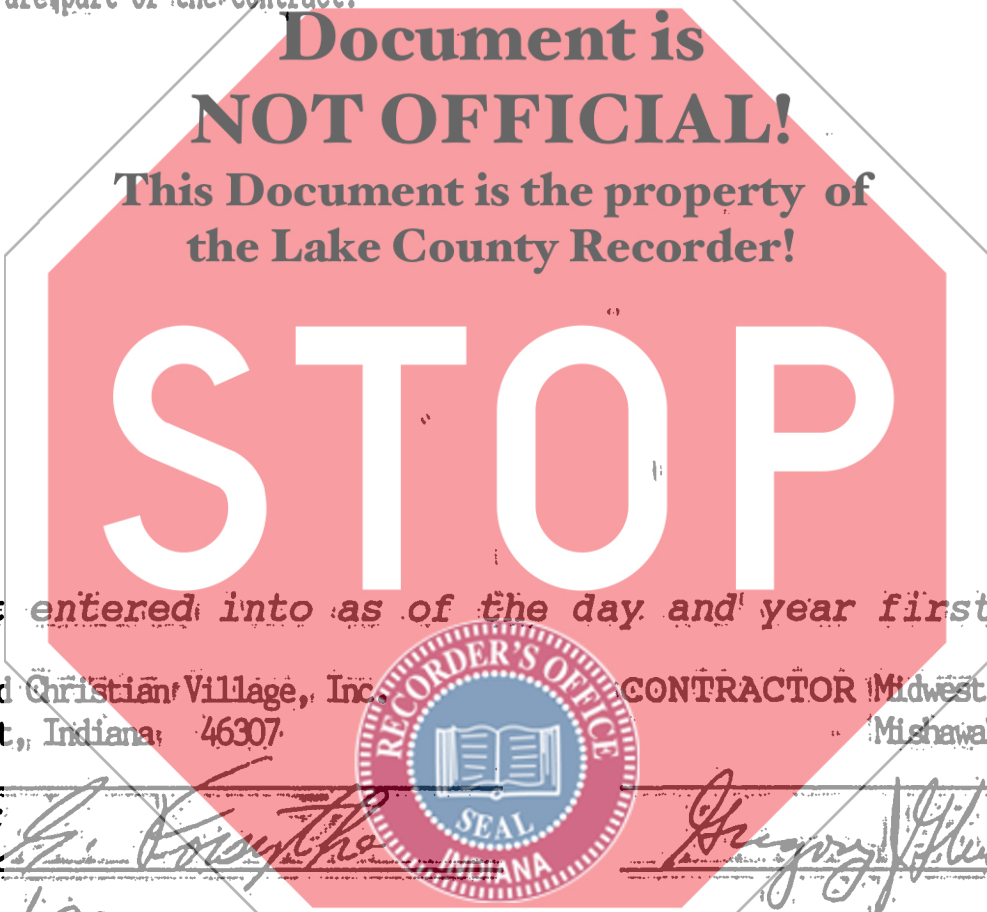
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

Refer to Project Manual and AIA Document A201/CM, June 1980 Edition.

7.4 Working Conditions:

(Here list any special conditions affecting the Contract.)

1. All contracts between contractor and subcontractors, contractor and suppliers, and subcontractor and suppliers, shall be no lien contracts.
2. The contractor will submit to the owner a Waiver of Lien on a supplied form denoting Waiver of Liability to the owner of items or subcontracts paid for and material suppliers for the previous months billing prior to issuance of current progress payment.
3. The Project Manual, Drawings and all approved Shop Drawings that comply with the contract documents, samples, and submittals are part of the contract.



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

OWNER Chicagoland Christian Village, Inc.
Crown Point, Indiana 46307

CONTRACTOR Midwest Tile & Interiors, Inc.
Mishawaka, Indiana 46545-6498

Richard G. Conynthe

Gregory J. Housley

12/12/90