HM

OFFER AND CONTRACT

93052525

Hobart Bldg. Corp.

for

the construction and equipping of a new elementary school building and renovations and/or improvements to certain facilities for the School City of Hobart Lake County, Indiana

THIS OFFER, is made this 18th day of MARCH, 1993, by WILSON'S NURSERY & LANDSCAPING CO., P.O. Box 266, La Porte, Indiana 46350 hereinafter called "CONTRACTOR", and upon acceptance of this Offer in accordance with the terms hereof by the Hobart Bldg. Corp., Fort Wayne, Indiana 46802, an INDIANA CORPORATION, hereinafter call "OWNER", this Offer shall be and become a Contract binding upon Contractor and Owner.

The Contractor and the Owner for the consideration stated herein, agree as follows:

This Document is the property of

ARTICLE I. SCOPE OF WORK Lake County Recorder!

The Contractor shall perform everything required to be performed and shall provide and furnish at Contractor's sole cost and expense all the labor, materials, tools, expendable equipment, transportation services, bonds, and insurance requirements required to perform and to complete in a workmanlike manner, all the work required for

LANDSCAPING AT THE NEW ELEMENTARY SCHOOL

in strict accordance with the Contract Documents, including any or all addenda prepared by Fanning/Howey Associates, acting, and in the Contract Documents, referred to as the "Architects," and Toth-Brvin, Inc., acting, and in the Contract Documents referred to as the "Project Managers," whose drawings, specifications and other Contractual Documents above mentioned are hereby made a part of this contract; and the Contractor shall do everything required by the Contract and other documents constituting a part thereof.

The Contractor specifically acknowledges that all of the aforesaid Contract Documents have been duly placed on file by Owner with the School City of Hobart, Lake County, Indiana, and were available to Contractor and any other interested persons upon request for public inspection, and that Contractor is specifically bound by the terms of such Contract Documents.

ARTICLE II. CONTRACT PRICE

The Owner shall pay the Contractor for the performance of this Contract, subject to any agreed additions or deductions provided therein, in current funds, the contract price of FORTY-TWO THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS (\$42,321.00). This price to include all requirements under the Base Bid, Contract Number(s) 4, LANDSCAPING and No Alternate Bids, said Alternates to consist of substitutes, deductions, or additions of certain portions of the work, as set forth in the proposal. Payments are to be made to the contractor in accordance with, and subject to the provisions embodied in the documents made a part of this Contract.

0800

ARTICLE III. TIME OF COMPLETION

The Contractor hereby extends to the Owner the unconditional right to accept the offer herein extended by the Contractor at any time within one hundred twenty (120) days from the date of bid receipt, the acceptance of same to be signified by the execution of this instrument by the Owner and notice to the Contractor of said acceptance. Upon the giving of said notice by Owner, Contractor agrees to commence the work to be performed under this contract in strict compliance with the detailed schedules set forth in the Contract Documents and to faithfully and diligently prosecute and execute the work in all detail, ready for continuous and successful operation, in such fashion that the entire project shall be completed in every respect ready for occupancy as per detailed schedules set forth or required to be prepared in the contract documents, unavoidable delays excepted.

In case the Contractor shall fail to complete the work or any part thereof according to the terms of this Contract, or in the event at any given time the Contractor is unable to furnish evidence satisfactory to Architect disclosing Contractor's ability to perform on a timely basis; then, in such case, the Owner reserves the right and is hereby authorized upon Seventy-Two (72) Hours notice to the Contractor and this surety, to declare this Confract forfeited and to relet the unfinished portion the manner provided by law; and such persons or persons to whom such work shall have been feletishall be and are thereby authorized to complete said portion of the work without hindrance from the Contractor. The Contractor shall be liable, in case of nonperformance of this Contract, or any part thereof, and hereby agrees to pay said owner as damages, all the costs, charges, and expenses attending such reletting, (including reasonable additional Architect's fees and Project Manager's fees), and also such sums or amounts as it shall cost to complete the said Contract over and above the amounts hereby agreed for the various items therefor.

Said damages shall bear interest at a rate per annum which is one percentum in excess of the prime interest rate then charged by (TO BE ADVISED), Indiana or the maximum rate allowed by law, whichever is lesser, and shall be increased by an amount equal to a like rate of interest computed on the total advancements and payments made by the Owner commencing the day following the scheduled completion date. Notwithstanding anything herein contained to the contrary such damages exclusive of interest snall not exceed the amount retained by the Owner, plus any other sums due the Contractor, as further referenced and provided by Article VI.

ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, referred to herein as the Contract Documents, all of which are as fully a part of this Contract as if herein set out; or, if not attached. as if hereto attached:

- (1) Specifications consisting of: General Conditions and Supplemental Conditions Specifications for Workmanship and Materials
- Addenda Nos.ONE-2/19/93, TWO-2/24/93, THREE-2/26/93
- **Construction Drawings**
- Drawings and descriptions submitted by the Contractor and approved by the Architect
- This Contract
- (5) (6) Subcontractor/Material Suppliers List(reviewed by Architect/Engineer)

ARTICLE V. CONTRACT PROVISION

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed or omission of the Contractor or of his employees or any of his subcontractors or their employees, irrespective of any other provision of this Contract.

The Contractor agrees to indemnify and save harmless the Owner and any lessee of Owner, their agents and employees, and the Trustee, from and against all loss and expenses (including costs and attorneys! fees) by reason of liability imposed by law upon the Owner or lessee, or Trustee, for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons and on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the contractor, his subcontractors, employees or agents. The term Owner shall be construed to include any and all successors to the currently named Owner, irrespective of how such succession occurred and/or who or what the successor(s) is or are. The term lesses shall specifically include the School City of Hobart, their assigns and successors.

NOT OFFICIAL! ARTICLE VI. PAYMENT DESCONTRACES SIM the property of

Payment(s) to the Contractor will be made each month (starting when work commences) in an amount equal to ninety (90%) percent of the contract values of the work done and materials permanently in place and stored on the site at the close of the preceding month, as determined by the Architect and as so certified to the Owner. Approval for said payments must first be authorized by the Architect, the Project Manager and then approved by the School City of Hobart Board of School Trustees, or their authorized representative, at their regularly scheduled meetings or as otherwise specified and thereafter the Owner will make payment within five (5) days after receipt of all approvals.

The Contractor may request in writing directed to the Owner, Architect, and Project Manager to approve no further retainage when fifty percent (50%) of the Contract amount has been attained. Approval will be considered in accordance with the Supplemental Conditions.

The provisions of Indiana Code 36-1-12-14 (f) are hereby waived and payment of any retained percentages will be made when all our whist items are certified complete by Architect, Project Manager/Construction Manager and accepted by Owner. In the event that the completion date for each portion of the work is not met or other damages have accrued, Contractor shall pay to Owner upon said final payment, an amount equal to the aforesaid damages plus the interest as provided in the said Article III above, and said retainage, together with all other sums to which the Contractor might be or become entitled, may be applied against the same.

ARTICLE VII. NO-LIEN CONTRACT

The parties hereto do hereby covenant and agree that no lien shall attach to the real estate by the Contractor, subcontractors, mechanics, journeymen, laborers, or persons performing labor upon or furnishing materials or machinery for the work provided for under the terms of this Contract, and for the purpose of complying with the provision of Indiana Code 32-8-3 as amended, the parties agree that this Contract may be recorded with the Recorder of Lake County,

Indiana. Contractor shall require all subcontractors, materialmen or other parties contracting with Contractor for this project to acknowledge this no-lien provision.

ARTICLE VIII. LOCATION OF PREMISES

The buildings and work to be performed under this Contract shall be on land located in Lake County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE IX. SUBSEQUENT OWNER

The parties now contemplate that the Owner shall, as soon as possible, convey the real estate to (TO BE ADVISED). Trustee, Indiana and therefor, the parties now covenant and agree that any such conveyance shall in no way affect the no-lien provisions of this contract which are expressly made for the benefit of the Owner herein, and any subsequent Owner as hereinabove contemplated.

ARTICLE X. TERMINATION PROVISION is the property of

Contractor further agrees if "Notice to Proceed" as provided for in the Contract Documents is not issued by Owner to contractor within Thirty (30) Days after acceptance by Owner of said Contract, this contract shall be voidable by Owner without liability.

ARTICLE XI. BENEFITS SHALL SURVIVE

HERETO, that the building to be constructed and the work to be performed under this Contract are for the occupancy and use by the School City of Hobart, Lake County, Indiana and the Contractor hereunder expressly agrees that all the Contractor's obligations, including guarantees, bonds and performance standards shall inuse directly in favor of said School City of Hobart, Lake County, Indiana in its own name and right without the necessity of joining any other party of this Contract.

ARTICLE XII. ASSIGNMENT

Contractor hereby approves and consents to the assignment by Owner to the School City of Hobart, of that portion of this Contractor's Offer and Contract, and, the Performance Payment and Maintenance Bond with Owner, to the extent that this Offer and Contract pertains to the facilities building to be constructed upon real estate owned by the School City of Hobart.

FURTHER, Contractor hereby approves and consents to the assignment by Owner to (TO BE ADVISED). Trustee, of this Contractor's Offer and Contract, and, the Performance Payment and Maintenance Bond with Owner, and Contractor shall be obligated and bound to Trustee as set forth in Contractor's Contract with Owner, which Contract is incorporated herein by reference.

To each of the conditions and obligations of this Contract, the undersigned Contractor, binds itself, its successors, and assigns.

In witness whereof, the Contractor has executed this Offer and Contract the date and year first above written.

(SEAL)

WILLSON'S NURSRY & LANDSCAPING CO. Contractor

ATTEST:

BY:

Document is

This Document is the property of Printed Signature & Title the Lake County Recorder!



STATE OF INDIANA) SS: COUNTY OF Laborte)	
	nd for the aforesaid State and County, this 20 day of
$//\rho_{C}/\lambda$, 1993, persona	ally appeared Dorold Willson and
of the	onally known to me to be the <u>Drune R</u> and Contractor herein acknowledged the execution of the
foregoing offer for, on behalf of, and i	Contractor herein acknowledged the execution of the in the name of said contractor as its voluntary act and deed.
	Notary Public
(SEAL)	HATIPINE L. Wrots
	Printed Signature
My Commission Expires 7-16-93 Residing in 1210018 County.)
Residing in TAVORTE County,	Document is
The foregoing is hereby accepted the construed as the date of the Contract.	is the day of fuery, 1993, which shall be
This Doc the La	ument is the property of HOBART BLDG CORP.
	By: / Vickor / UL
ATTEST:	michael Reba, Vice President
gants LECTION do, Asst. Jec	4.
STATE OF INDIANA	
COUNTY OF ALLEN	E BUERS OF THE STATE OF THE STA
Before me, a Notary Public, in ar	nd for the aforesaid State and County, this day of
Elizondo', personally known to me as	appeared Michael Repeated and County, this day of appeared Michael Repeated and Garres County, of Hobart Bldg. g acceptance of said offer as its voluntary act and deed.
	Denny K. Baker
(SEAL)	Notary Public
(OLNL)	Jenny L. Baker Printed Signature
My Commission Expires: January 8, Residing in Allen County	1994
2	1 D. Robinson Attorney-at-Law 215 E. Berry Street Fort-Wayne, IN 46802

CORPORATE RESOLUTION

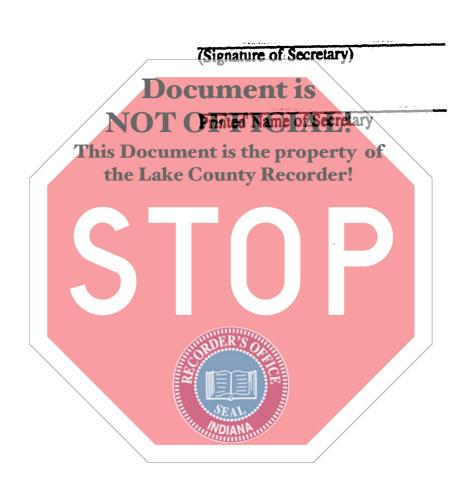
BE IT RESOLVED, that the proposed Offer and Contract (the Bldg. Corp. (hereinafter "Owner") as Owner, and this corporation construction and equipping of a new elementary school building improvements to certain facilities for the School City of Hob in the form submitted to this Board is hereby appropriate to the school of the school city of Hob	"Contract") with Hobart, as contractor, for the and renovations and/or part, CONTRACT NO. roved.
BE IT FURTHER RESOLVED, THAT THIS Contractor sha payment and maintenance bonds (the "Bond") in the amount of one hund of the amount of the contract to Owner and to such other parties as own good and sufficient surety acceptable to owner, and the Bonds and such s form acceptable in the State of Indiana for work of the nature covere Bonds and such surety are hereby approved.	ner may designate, with a urety shall be in the usual
BE IT FURTHER RESOLVED, that	, or
(2: Name of Officer) (2: Name of Officer) This Document is the property of t	, or
(4. Name of Officer) This Document is the property of the lake County Recorder! (1. Office Held)	,the
(2. Office Held) (3. Office Held)	ithe
respectively of this Contractor to (4. Office Held) authorized and directed individually, and without are thereto, to execute, acknowledge and deliver the Contract and the Bond in the name and as the act of this Contractor with such changes therein resolution and not substantially adverse to this Contractor as may be apprehat such are not substantially adverse to the Contractor shall be concluded.	for and on behalf of and not inconsistent with this proved by the officer, and
execution of the Contract and the Bond by such officer. CERTIFICATION	•
I,, kereby ce (Print your name)	ertify:
1. That I am the duly elected Secretary of	
ZALIN MZCANASSANIMY STOLEN IN THE STOLEN STATE OF THE STA	

(the "Contractor") and as such am authorized to execute and deliver this Certificate and have in my possession and under my direct supervision, records and minutes of the meetings of the Board of Directors of the Contractor.

2. The foregoing is a true, correct and complete copy of the resolutions duly adopted by the Contractor's Board of Directors and a meeting duly convened and held on the co

Bech person, who as an officer of the Contractor, executed the Contract and the Performance, Payment and Maintenance Bonds authorized by said resolution, was duly elected or appointed, qualified and acting as such officer at the time of such execution and delivery of the Contract and the Performance, Payment and Maintenance Bond, and the signatures of such persons appearing on the Contract and the Performance, Payment and Maintenance Bond are their true and genuine signatures. The Contract and the Performance, Payment and Maintenance Bond, as executed, were in substantially the form presented to said Board of Directors as referred to in said resolutions.

Dated:		, 1993.
1 12(12)	Company of the Compan	_,



SECTION 00500 - ATTACHMENT

The Supplementary	and other	Conditions	of the Contract	are those	contained in	the Project
Manual dated February 1.	1993	and are as	follows:			•

Document

Title

Pages:

Project Manual Volume I

New Elementary School

SEE ATTACHED TABLE OF CONTENTS

The Specifications are those contained in the Project Manual dated as above, and are as follows: (Either-list the Specifications here or refer to an exhibit to this Agreement.)

Section

Project Manual Volume II

SEE ATTACHED TABLE

Document is the property of

Project Manual Volume III the Lalbated Februar Rec 1993 ler!

SEE ATTACHED TABLE OF CONTENTS

The Drawings are as follows, and are dated _____February 1, 1993 unless a different date is shown below. (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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SU2:1

Sitework

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Architectural Architectural

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Architectural

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Architectural'

A6.1

Architectural

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FS.1 - PS.5	Food Service	
\$1.1 - \$1.6 \$2.1 - \$2.7 \$5.1	Structural Structural Structural	
P1.1 P2.1 - P2.4 P3.1 - P3.2 P4.1	Plumbing Plumbing Plumbing Plumbing	
M1.1 M2.1 - M2.6 M3.1 - M3.4 M5.1 - M5.3 M6.1	NOT Mechanical ICIAL! This Documechanical the property of the Lalmechanical y Recorder!	
E1.1 E2.1 E3.1 E4.1 - E4.4 E5.1 - E5.4 E6.1 E7.1 E8.1 - E8.4	Electrical Electrical Electrical Electrical Electrical Electrical Electrical Electrical	
TherAdo	denda, if any, are as follows:	
Number	Date	
No. 1 No. 2 No. 3	February 19, 1993 February 24, 1993 February 26, 1993	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated herein.

Other Documents, if any, forming part of the Contract Documents are as follows: (List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide 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

ATTACHMENT 00500-3

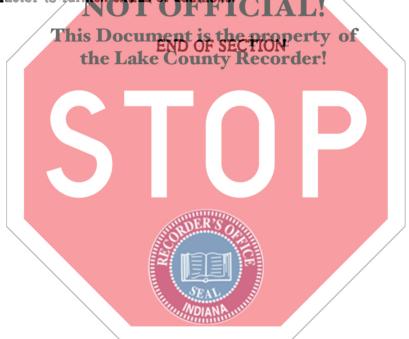
SECTION 00500 - ATTACHMENT

Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Subcontractors & Materials List (Section 00430 as reviewed by the Architect and Engineer.)

This Agreement is entered into as of the day and year first written above and is executed in at least three (3) original copies of which one (1) is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

No lien Agreement: Contractor, for itself and all parties claiming through contractor who would be entitled to liens as provided in IC 32-8-3-1 et seq., agrees with Owner that NO LIENS shall attach to and hereby waives all rights to file mechanics! liens against the project real estate; which is more particularly described in Exhibit A and Exhibit B attached hereto and hereby made a part hereof, or to any improvements now existing or to be constructed thereon in favor of contractor, any subcontractor, mechanic, journeyman, laborer, material vendor, lessor of tools or machinery, or any other party or machinery for construction or improvements on the project real estate pursuance to the contract decuments of pursuant to any subsequent agreement between Owner and contractor to furnish extras or additions.



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07256	Spray-On Acoustical Insulation
07270	Firestopping
07310	Shingles
07600	Plashing and Sheet Metal
07724	Prefabricated Curbs
07820	Hetal-Framed Skylights
07920	See l'este lend (Coultrie

DIVISION 8: DOORS AND WINDOWS

08110 08121 08210 08521 08710 08800	Door and Frame Schedule Steel Doors and France Flush Akun hita Poors and France Wood Doors Aluminus Window OFFICIAL! Door Randward OFFICIAL! This Document is the property of
	the Lake County Recorder!
DIVISION	Jake County Recorder:
09200 09215 09250 09300 09382 09510 09550	Room Finish Schedule Lath and Plaster Veneer Plaster Gypsum Board Tile Cultured Marble Window Stools Acoustical Ceilings Wood Plooring
,	Resilient Tile Plooring
09665 09680	Resilient Sheet Flooring
09900	Carpet Painting
09955	Vinyl-Coated Farric Wall Covering
	The state of the s

DIVISION 10: SPECIALTIES

10100	Visual Display Boards
10125	Projection Screens
10160	Metal Toilet Compartments
	vacer torrac combetchauts
10162	Solid Plastic Toilet Compartments
10190	Cubicle Curtains and Tracks
10200	Louvers and Vents
10400	Identifying Devices
10502	Standard Lockers
10520	Fire Extinguishers and Cabinets
10652	Operable Walls
10680	Storage and Shelving Systems
10810	Toilet Accessories

DIVISION 11: EQUIPMENT

11060 Stage Curtains and Tracks
11400 Food Service Equipment
11450 Residential Equipment
- Residential Equipment Schedule
11480 Physical Education Equipment
- Physical Education Equipment Schedule
11486 Gym Divider

DIVISION 12: FURNISHINGS

12315 Media Center Casework

Media Center Casework Schedule

12324 Educational Casework

Educational Casework Schedule

12380 Display Casework

12690 Floor Grid and Frames

DIVISION-13: SPECIAL CONSTRUCTION NOT USED

DIVISION 14': CONVEYTHO SYSTEMS - FROM USED A I

This Document is the property of the Lake County Recorder!

VOLUME: III

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        Pirestopping
15010
        Pipe and Pittings
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        Piping Specialties
15080
        Supports, Anchors, and Seals
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        Valves
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        Hot Water Return Pump and Accessories
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        Thermometers and Gauges
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        Piping Expansion Compensation
15200
        Vibration Isolation
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        Insulation
        Backflow Prevention Devices
15404
        Natural Gas Piping
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        Domestic Water Heater
15423
         Plumbing Fixtures and Trim
15450
        Central Vacuus Glening Cyntrals
15490
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15540
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         Reciprocating Compressor Chiller and Air-Cooled Condenser
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         Finned Tube Radiation
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         Cabinet Heaters
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         Pan Coil Units
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         Air Handling Units and Accessories;
Pan-Powered Variable Volume Terminal Units
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         Exhaust Fans
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         High Pressure Steal Buckwork
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         VAN Linear Air Supply Diffugers and Return Slots
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         Temporature Control Systom
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         Allowable Conduit Usage Schedule (1 pg.)
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          Central Sound System # "CS"
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          Gym/Dining/Commons Sound System
16775
          Integrated Technology
16950
          Computer Network System
16960
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TOTH ERVIN INCORPORATED

MAR - 5 1993

WILLSON'S NURSERY & LANDSCAPING CO.

RECEIVED

P O. BOX 266, IMPORTE, IN 46350

PHONE: 219-362-8169
FAX: 219-362-8150

DATE 3-5-45	
TO TOTAL - ERWIN TO	C
ATTN:	
FROM DOOLUH SONCUM	nentis
NUMBER OF PAGES TO FOLLOW OF This Document is	the property of
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If you have any questions, or if this facsimile is incomplete, please notify us by telephone of fax. Thank you.

SECTION 00430 - SUBCONTRACTORS AND MATERIALS LIST

SECTION	MATERIAL AND/OR BOUIPMENT	MANUPACTURER	SUPPLIER/ FABRICATOR	INSTALLER/ CONTRACTOR
02280	Soil Treatment			
02511	Asphaltic Concrete	Sandriffe and my Sandriffe and the date of the sandriffe and the date of the sandriffe and the sandriff and the sandriffe and the sandriff and the sandriffe and the sandriff and the sandriffe and the sandriff and the sandriffe a		·.
02516	Portland Cement Concrete Paving	Document is		
02710	Subdrainage System	NOT OFFICIAL!		
02720	Storm Sewerage Syl	is Document is the property		and the second s
02800	Site Improvements	the Lake County Recorder		
02830	Fences & Gates			Separate Sep
02862	Playground Equipmen	nt See	J. S. of	
02930	Lawns and Grasses	POB STORY	Willson Hinseny	
02950	Trees, Plants, and Ground Covers	WILL SOH'S Nursey	y Sie	Sant
DIVISION 3 =	CONCRETE			
03100	Concrete Formwork	MIN MOIANA HILIT		and the last the second of the
03200	Concrete Reinforce	ment		
03300	Cast-In-Place Conc	rete:	The second of th	



AlA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided here ciently complete so as not to be misleading. School City of Hobart	is true and suf	'n-
SUBMITTED TO: School City of Hobart		
7,5,51,151,151,151		
ADDRESS: 32 East Seventh Street Hobart, IN 46342-5197		
SUBMITTED BY:	Corporation	
NAME: Willson's Nursery & Landsonge Co.	Partnership	Ę
ADDRESS: 2606 E St Rd 2/P.O. Box 266	lndividual	X
PRINCIPAL OFFICE:	Joint Venture:	Õ
SEAL MOIANA THE SEAL OF THE SE	Other	
NAME OF PROJECT (if applicable): Hobart Elementary School		
TYPE OF WORK (file separate form for each Classification of Work):		
General Construction	-HYAC	
The state of the s	Electrical	
x Other landscaping		
(please specify)		

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1. ORGANIZATION

- 11 How many years has your organization been in business as a Contractor? 35
- 1.2 How many years has your organization been in business under the present business name? 25
 - 1.2.15 Under what other or former names has your organization operated?
- If your organization is a corporation, answer the following 1.3.1. Date of incorporation: 143 State of incorporation F 1.3.2 1.3.3 (IcF president sound ent is the property of 1.3.4 the Lake County Recorder! 1.3.5 Secretary's name: 1.3.6 Treasurer's name-If your organization is a partnership, answer the following: 1:4 1.4.1 Date of organization 1:4.2 Type of pastnership (frapplicable): Name(s) of general partisor(s) AND 1.4.3

- 1.5: If your organization is individually owned, answer the following: 485
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner: Donald W. Willson

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
 - 3.471 State rotal worth of work in progress and under contract. # 75 440.00
- On a separate sheet, list the insign projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
 - 5:511 State-average annual amount of constituction work performed during the past five years:

 A 2,000,000,000
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

Trade References:

CREEDS SEEDING OFFICE NAME:

CREEDS SEEDING OFFICE NAME

First Chizens BANK BOOK LINCOMWAY, LAPORTE, IN 46350

- 4.3 Surety:
 - Fidelity a Deposit Co.
 - 13.2 Name and address of agents

 Ton Karrinski

 1300 in ichigo H

 LADDRE TOU (1635)

#3.4 Haticaal Starl Corp. Down Cosa Cinconster, Decketists 13 72 12 w, contract amount 11 930's completed Spring 1993, completion time Portugues of Contract Bank Membrial despital

Portugues Contract Bank Membrial

Disign Or Contract Bank Resolution

5 57, 13 120 Contract Bank Winter

No. 13 12 Contract Bank Winter

No. 1 090 completed Dummer 1993 completion time alaina aldu Jac Our de 1918 Dow architect \$ 5325 Dr Contract amoun Spring 1993, competition time O'010 Completed Low carried and Bis Evans Lawren 2 1950.00, contract amount 1000 completed poring 93 completion time

#34 Paris Place at Edison Holes.

this Prace, owner

Dete Deapies, architect

1/4/90 10, contract amount

93% completed Spung 93, completion time the Lake County Recorder!



WILLSON'S NURSERY & LANDSCAPE COMPANY TABLE OF CONTENTS

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FINANCIAL STATEMENTS NOT OFFICIAL!	
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This Document is the property of the Lake County Recorder!	3
Statements of Proprietor's Capital	~
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Notes to Financial Statements:	6÷9÷
SEAL MOIANA	

STATEMENTS OF INCOME FOR THE YEARS ENDED DECEMBER 31, 1992 AND 1991

	199	3	199	L
	Arount	Percont	Percent	<u>Amount</u>
NET SALES	\$447.484	150.0.8	100.0.4	972: 637
COST OF SALES!	353,,111	49.7	32.9	203, 291
Purchases	77,274	8.9	4.6	33,548
Agricultural labor	98,537	23.4	9,9	71.726
Outside: Tenor	-			à 1.9. <i>e</i> '2.2
TOTAL COST OF SALES	\$28,819	-61.9	47,4	3431 535
GROSS PROFIT FROM OPERATIONS	338,645	39.0	<u> 152 . </u>	381, 234
OPERATING EXPENSES:	cumen	t is	13.43	95,975
Wages; NOT	98,192	TAGE	1.9	14,109
7 3 4 4 11 11 4 4	OF Pal	JIAL!		11,603
Rent This Docur	nent is the	nroperty	of 2.3	16,452
releanone and willities		property	3	1,756
Advertising the Lake	e County R	lecorder!		651
Bank service charges	140			1,7,2
Contributions	27,451	3.2	3.7	26,528
pereciation		5.	, 3 5	2,044
Sues, subscriptions and license	1,209	2.		211
Equipment rental	22,124	2.5	2(3	15,937
Classitions and Classic	10,189	1.2	1.3	9,590
Insurance	48			444
Amortization	541	. 1	. 1	561.
Penalties	WOE 8'0'42	. 9	1.1	a,028
professional Kees	202	.2	, 2	1,742
Property taxes	m=43-5133	重 5.0	478	34,760
Repairs and maintenance		.5	, 2	1,201
Office exbause	JE 7, 980	.3	. 4.	2,797 173
Travel and entertainment	WOLANA SE	7		1 / L
Seminare	130	/3	**************************************	86
Miscollaneous				245,320
TOTAL OPERATING EXPENSES	268,951	31.0	33.9	
INCOME FROM OPERATIONS	69,694	8.0	18.7	135,814
OTHER INCOME (EXPENSES):	493	2 .1		PAGE
Miscellaneous income	8		. 1	549 (14,371)
interest income	(13,34		(2.0)	(14,3/1)
TAPAPARE EXPENSE	\			
toss on abandoned equipment	5 56,92	5 6.6	1 15.8	5121.797
NET INCOME	Mary Town of the State of the S			

See accompanying notes and accountant's report,

BALANCE SHEETS DECEMBER 31, 1992 AND 1991

ASSETS		
	1992	1991
AUBRRUM BERGUTC.		
CURRENT ASSETS:	\$ 2,799	5: 9,371
Accounts recally 1010	1.87, 542	159,020
Inventory	235,522	127,458
prepaid expanses	10.240	
Legion automata		
TOTAL CURRENT ASSETS	436,103	360,008
PROPERTY AND EQUIPMENTS		25,000
'tand:	57,000 8,134	7,757
Beasehold improvements Document is	335,470	279,525
Wachinary and eduthment	22 050	19,895
Furniture and fixtures NOT OFFICIA	423.664	332, 187
" THE I DEDUCETED AND CHEEPINGIE		218,578
Loss : accumulated Ties Document is the proj	perty of	
TOTAL PROPERTY AND EQUIPMENARE County Recor	rder! 179,000	113,609
OTHER ASSET:		
toan origination fee (net of 548 accumulated	1527	
amortization)	33.7.(
	\$615,630	\$473.612
TOTAL: ASSETS	30837030	
LIABILITIES AND REORRIETOR'S	CARTTAL	
LIABILITIES AND ROLL OF		
CURRENT LIABILITIES:		
Accounts payable	\$ 49,733	\$ 50,518
Sales tax payable	151	243:
Taxes: withheld	1,682	1,959
Accrued taxes	2,667	3,584
Accrued interest	953	
Current maturities of long-term liabilities	52,354	43.533
TOTAL CURRENT LIABILITIES	107,540	99,837
LONG-TERM LIABILITIES - NET OF CURRENT MATURITIES		
SHOWN ABOVE	92,404	47,095
	415.686	326,685
PROPRIETOR'S CAPITAL		
TOTAL LIABILITIES AND PROPRIETOR'S CAPITAL	5615,630	\$473,617

See accompanying notes and accountant's report.

STATEMENTS OF PRORPIETOR'S CAPITAL DECEMBER 31, 1992 AND 1991

	1992	1991
PROPRIETOR'S CAPITAL, BEGINNING OF PERTOD	\$325,485	\$214,201
Prior period adjustment	632	
Net income	<u>56,925</u> 384,242	121,797 335,6+5
pius: Proprietor's contributions Less: Proprietor's withdrawals	31,364	9,213
PROPRIETOR'S CAPITAL, END OF PERIOD	5415,6 <u>96</u>	9325,685



STATEMENTS OF CASH FLOWS: FOR THE YEARS ENDED DECEMBER 31, 1992 AND 1991

	1992	1991
CASH FLOWS FROM OPERATING ACTIVITIES:	3 834,942	\$ 671,970
Cash collected from operations	84	549
Miscellandona rucomo:	492	
cash paid for goods and services	(826,437)	(636', 468)
Interest paid	12951	4.371)
•		
HET CASH PROVIDED BY OPERATIONS	<u></u>	53.540
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(92,210)	(24,697)
Collections on loan from Willeon's Landscaping,		A: 519
Inc.	, and the same of	4,517
NET CASH (USED) BY THE STANCACUMINENT IS	(93:310)	(20, 180)
CASH FLOWS FROM FINANCING NOTICE FFICIA	L!	
Long-term debt. This Document is the pror	perty, of	19,241
Debt reduction the Lake County Recor	derks som	(43,091)
Debt reduction	31,444	(9,213)
Proprietor's contributions (withdrawals). Loan origination fees	(575)	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
LORD OF AGENERAL TO IL. 1000	20 1 10 10 10 10 10 10 10 10 10 10 10 10	
NET CASH PROVIDED (USED) BY FINANCING		
ACTIVITIES	84,999	//33.0631
NET (DECREASE) IN CASH	(6,572)	(1,583)
	9,371	20,954
CASH, AT BEGINNING OF PERIOD		
CASH, AT END OF PERIOD	s' 2,799	<u>s</u> 9,271
	PRANTING ACTIV	trtes:
RECONCILIATION OF NET INCOME: TO CASH FLOWS FROM OF	\$ 56,925	\$ 121,797
Net income Noncash items included in net income:	7 20,722	V 122, 121
Depreciation:	27,451	26,528
Amortization	.48	·
Loss on abandoned equipment		195
Decrease (increase) in assets:		
Accounts receivable	(28,522)	(52,719)
Payroli tax refunds receivable		5,303
Inventory	(48,064)	(29,581)
Prepaid expenses:	(6,081)	441
Increase (decrease) in liabilities:	(785)	(22,868)
Accounts payable	(92)	(37)
Sales tax payable	(277)	803
Taxes withheld	(917)	1,798
Accrued taxes	953	*
Accrued interest		
NET CASH PROVIDED BY OPERATING ACTIVITIES	5 639	5 31,660

See accompanying notes and accountant's report.

#3.5

ARCHITECTS

Par Brown - Site Scapes - 219-255-4677

Doug Buell - Structural Architect - 219-324-4230

Stuart Franzen - Fanning-Howey Assoc. - 219-872-0635

Harbra Ziolkowski - 219340644ent is

CONTRACTORS AND CLIPPOS TOFFICIAL CONTRACT AMOUNTS

Michigan City Holling Document is the property of Michigan City, Indian Lake County Recorder!
Andrew Kesling - 219-785-2591 40,000.00

Oniner Bank
Michigan City, Indiana
Gerold Federchek - 219-464-1014

15,000.00

Oniner Bank Strongbow
Valparaios Indiana
Taylor & Taylor Const.
Art Bortholomow - 219-464-111

Purdue University North Centre (A)
Westville, Indiana
Bill Back 219-785-5200 175,000.00

I/N: Tek
Now Carlisle, Indiana
Casteel Construction
Coff Gerany - 219-239-6537 100,000:00

Norte Dame University
South Bend, Indiana
Bill This Trewait - 219-239-6537 101,000.00

Sanlo Mfg. Co.
Michigan City, Indiana
Keith Sandin - 219-879-0241 30,000.00

LaPorto, Indiana Steve Taylor - 219=362=2651 25,000.00 The Point at North Shøre Woods South Bend, Indiana Documen Joell Bullard - 219-233-6363 ະດີ. ຕິດຕິ. ດັບ I. & L Development Val paraiso, Ind Takis Document is the property of Loc & Michell Loudshin Illake Country Hand Tanger! 50,000.80 Park Place Assoc./Edison Lakes South Rend Mishawaka, Indiana 90.000.00 Jack Young - 219-273-0040 Strongbow Center Walmart Valparaiso, Indiana Walmart Stores, Inc. Bill Stout - 501-273-6587 23,000.00 State of Indiana Dept. Natural Resources Pokagan State Park, Indiana 45,000.6**0** Craig Bair- 317-232-4150 City of LaPorts Tres Commission LaPorte, Indiana 17,000.00 Liz Ridonour - 219-362-5594 after 6 p.m. Emotional Health Care Facility Mishawaka, Indiana Verkler Contractor, Dave Mankowski 64,560.00 219-232-5801 South Bend District, NIPSCO South Rend, Indiana

Heachwood Golf Course

Casteel Construction Corp.

Jaff Corney, 219-289-6347

5.675.00

LaPorter Federal Credit Union LaPorte, Indiana Kinnara Cumminga & Mayor Hruce Meyers, 219-872 4159

2.750.00

Document is NOT OFFICIAL!

#3.6

This Document is the property of the Lake County Recorder!

Donald Willson, 25 years expierence in landscape industries:

Andre Propes, 15 years expierence in landscpae industries



S. FINANCING

- 5.1 Financial Statement.
 - 5.1.1 Attache a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., eash, joint vonture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable notes payable, accrued expenses; provision for income taxes, advances, accrued salaries and accrued payroil taxes).

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained carnings).

- 571.2 Name and address of them preparing attached than that statement, and dute thereof:

 1.2 PA, 209 3 Columnet Rel. Chester.

 1.3 Is the attached financial statement for the dentical organization named on page one?

 1.3 Is the attached financial statement for the dentical organization named on page one?

 1.3 Is the attached financial statement for the dentical organization named on page one?

 1.3 Is the attached financial statement for the dentical organization named on page one?

 1.4 It is the attached financial statement for the dentical organization named on page one?

 1.4 It is the attached financial statement for the dentical organization named on page one?

 1.4 It is the attached financial statement for the dentical organization named on page one?
- 5:1.4: If not, explains the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary):

5:2: Will the organization whose abancial statements attached act as guarantor of the contract for con-

NOTES TO FINANCIAL STATEMENTS

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business:

The Company operated a nursery and garden unneer and provides landscaping services.

Significant Accounting Policies:

Basis of accounting:

The accompanying financial statements have been prepared on the account basis.

cash consists of cash in the business thesking and savings accounts.

Accounts receivable:

The Company accounts for bag debts using the direct write-off method when, in the cwher's opinion, an account becomes uncollectible. During 1992 and 1991 there, were no bad debte. The direct will be been method is a departure from generally accepted accounting principles. Bad debt expenses calculated using the direct write-off method did not differ materially from these calculated using generally accompass problimient is the property of

Business concentration: the Lake County Recorder!

The Company operates in Indiana and Southern Michigan and primarily serves business and individuals in that same region. Crodit is extended unsecured with terms, prevalent in the industry and area.

Inventories are stated at the lower of bost (first-in, first-out method) or market.

Property and equipment:

Property and equipment: provided using the straight-line method at tates based on five to ten year useful lives for equipment purchase price to January 1, 1481 and for equipment purchases after January 1, 1992. Equipment purchased after December 31, 1980 and prior to January 1, 1987 As depreciated using the accelerated cost recovery method, and the modified Nocelerated gost recovery method: is used for acquisitions after December 31, 1986 and prior to January 1, 1992. Leasehold improvements are depreciated using the etraight-line method based on useful lives of five to thirty-one and one-half years. Maintenance and repairs are charged to operations and major improvements are capitalized. Upon retirement, sale, or other disposition of porperty and equipment, the cost and accumulated depreciation are elimainated from the accounts and any gain or loss is included in operations.

Personal assets and liabilities and proprietor's salary; In accordance with the generally accepted method of presenting proprietorship financial statements, the financial statements do not include the personal assets and liabilities of the proprietor, including his obligation for income taxes on the net income of the proprietorship, nor any provision for income tax: expense.

The expenses shown in the income statements do not include any salary to the proprietor.

WILLSON'S NURSERY & LANDSCAPE COMPANY NOTES TO FINANCIAL STATEMENTS

NOTE 2 -- INVENTORY

Inventory costs include the cost of the seedlings, ground preparation, freight, and labor in instances where planting is required. Cost to maintain and care for the inventory until it is sold are sharged to operations in the ported in which they are incurred.

At December 31, 1992 and 1991 the locations and costs of inventory are as follows:

Locations	1992	1591
State Road #2 Tasty LaPorte, Inclana:		
10 acre field	\$ 10,101	\$ 9,766
6 acre field	860	. 63
\$. W. Ereld	29,997	34,210
Garden denter	49,426	48,275
Materials and supplies	38,711	32,616
Johnson Road, LaPorte, Indiana	4,807	4,907
First Free Will Saptist Church, 13 acres,		
LaPorte, Indiana	7,712	7,712
irk farm, Mill Craek, Indian Ocument is	3,444	3,610
Howes field, 18 acres, Laborra, Indiana Linderman field, 5 acres, Dalparello, Findiana L	15,922	12,849
Linderman Field, Sacres, Calparate, Indiana A.L.	•	6,206
Sighert field, 20 pares Disporte indiana propert	v of 14,506	8,520
Montameyer Fleid, Jacres, Laborte, Indiana	3,809	8,809
Arlie Tucker field, 2ther sales county. Renorder	1.0%	9,218
Creed field, Plymouth, Indiana	62 5	
Ann Bush field, St. Joseph, Michigan: Ohio field, Ohio	19,335	
Ralph Lee field, Rolling Prairie, Indiana	5,000	
Markin men transfer soluting Practical subsettle	V. 1/2 12 17 17 18	on the end of part
TOTAL INVENTORY	\$235,522	5187,458
		الركان الماطانة بال
NOTE 3PLEDGED ASSETS AND LONG-TERM LIABILITIES		
The proprietorship has the following hong-term list	ollities	
at December 31, 1992 and 1991: CERSO		
	1992	1991
Notes Payable:		
First of America Sank, variable interest, due in		
monthly installments of \$1,000 principal plus		
interest, collaterized by received All		
equipment, inventories and mortgage on pro-		
prietor's real estate, final payment dua May 1993	. 5 :	\$ 18,582
Chrysler Credit Corporation, 10.50% interest, due		
in monthly installments of \$449 including interes	•	
collateralized by a 1992 Plymouth van with a cost	- ,	
of \$16,850, final payment due June 26, 1996.	15,711	19,241
or Stologo, Trust believe and onne sol Tago.	~~;;**	/
General Motors Acceptance Corporation, 13.50%		
interest, due in monthly installments of \$475		
including interest, collateralized by a 1989 GMC		
truck with a cost of \$23,400, final payment due	4 44.	
March: 30, 1994.	,6,567 [,]	11,083

WILLSON'S NURSERY & LANDSCAPE COMPANY NOTES TO FINANCIAL STATEMENTS

HOTE 3--PLEDGED ASSETS AND LCHG-TERM LIABILITIES (CONT.)

Notes payable:	
Chara/Clark Credit Company, 9.90% interest, due in monthly installments of 56% including interest, collateralized by a Bobcat loader and Cronkhite trailer with a cost of 226,900, final payment due.	:52· 17,189
Chase/Clark Gradit Company, 12 538 interest, due in monthly installments of \$961 including interest, collateralized by a Sobsat diggor and Big John tree transplantor with a cost of \$43,760, final payment due March 27, 1993.	13,248
Bank One, Merrillville, NA, 12.90% interest, due	
in monthly installments I decided by interest, colleteralized by Class Bodge pickup truck with a case of 115 chs Cinal payment due 1 November 17, 1994.	6°, Ó5 <i>7</i> °
This Document is the property of sank one, Mersallvithe Lake County, Recorder!	
interest, collateralized by a 1934; AMC Jeep Scrambler truck with a cost of \$6,027, final payment, due November 16, 1992.	1,553
USA Financial Services, Inc., 19.99% interest, due in monthly installments of SS6 including interest, unsecured, final payment due February 20, 1993.	73,4
USA Financial Services, Inc. 19.392 Octarost, due in monthly installments of \$56 including interest, unsecured, final payment due August 1, 1993.	941.
Walter F. Newhouse Trust, 8.00% Milerest, due in	
memicaroust installments of principal plus accrued	
interest, collateralized by 54.58 acres of land with a cost of \$12,000, final payment due July 15, 1994.	,000
First Citizons Bank, 10.00% interest, due in monthly installments of \$1,572 including interest, collateralized by receivables, equipment, and	
inventories, final payment due October 15, 1995.	, 172
First Citizens Bank, 10.00% interest, due in monthly installments of \$1,018 including interest,	
collateralized by receivables, equipment and inventories, final payment due November 6, 1996.	7.756
momes toxic-reputitabilities 14	1,758 90,628 2,354 43,533
A A	

WILLSON'S NURSERY & LANDSCAPE COMPANY NOTES TO FINANCIAL STATEMENTS

NOTE 3 -- PLEDGED ASSETS AND LONG-TERM LIABILITIES (CONT.)

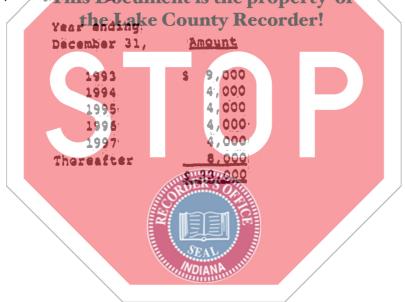
Aggregate maturities of long-thrm debt for the years 1993 through 1996 arm as follows:

Year ending December 31,	Amount
1993	\$ 52,354
1994	48,990
1995	30,316
1996	13.098
	5144,758

NOTE 4-- RENTAL EXPENSE

11 mm

The Company leases land from seven individuals under noncancellable agreements. Two leases are 12 year leases all due to expire in 2002 chi Call Clathes year renewable lease due to expire in 1993 and one today to expire in 1996. Total rent paid for the years eneed becomber 11, 1992 and 1991 was \$12,753 and \$10,103, respectively occurrent minimum rental payments are as follows:



2. LICENSING

281 Distriprisdictions and trade estegories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable

Lindeana DNR

NOT OFFICIAL!

2.2 List jurisdictions in which your organization's partnership of trade name is filed.

The Lake County Recorder!

3. EXPERIENCE

1371 Eight the categories of work that your organization normally performs with its own forces.

banascaping light in carbation to work

- 3.2 Claims and Sults. (If the answer to any of the questions below is yes, please attach details.)
 - 3:2.1 Has your organization ever failed to complete any work awarded to it?
 - 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?**
- Within the last five-years, has any officer or principal of your organization ever been an officer or principal of another organization when it falled to complete a construction contract? (If the answer is yes, please attach details.)

SIGNATURE

6.1

19 93

day of

Dated at this Mouch

19

Name of Organization: Willson & Mureary

Title:

6.2

MR. Donald Wills Documen duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

> This Document is the property of the Lake County Recorder!

Subscribed and sworn before me this

day or Produce Colly



From County Line museurs + Lands, For Lobout Elementar

SECTION 00430 - SUBCONTRACTORS AND MATERIALS LIST INSTALLER/ SUPPLIER/

SECTION	MATERIAL AND/OR EQUIPMENT	MANUFACTURER	FABRICATOR	CONTRACTOR
02280	Soil Treatment			
02513/	Asphaltic Concrete Paving	cument is		
02516	Portland Cement NOT (Concrete Paving This Docum	OFFICIAL! ent is the property	v of	
02710	subdrainage System Lake	County Recorder!		The second secon
02720	Storm Severage Systems		Secretary of the secret	
02800	site Improvements		and the second s	AND THE REPORT OF THE PROPERTY
02830	Pences & Gates			county line
02862	playground Equipment	Auburn Fr.	SAME	COUNTY LINE
02930	Lawns and Grasses	thato prosus	Sanc	pursuins tland
02950	Trees, Plants, and Ground Covers	Barresso IL-	2502	throd
	Transplanting trues	SEAL	· inimeral in the second	t- Lands capity
DIVISION 3	- CONCRETE	WOJANA MARINA		an artifacture of the state of
03100	Concrete Formwork		Tree .	and the second s
03200	concrete Reinforcement		6 y	
03300	cast-In-Place Concrete	TOTAL ERVAN INCOMPORATED		

RECEIVED