

25

OFFER AND CONTRACT

93052529

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 THE LAZZARO COMPANIES INC., 5000 Broadway, Merrillville, Indiana 46410 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:

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ARTICLE I. SCOPE OF WORK

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

GLASS & GLAZING FOR THE NEW ELEMENTARY SCHOOL

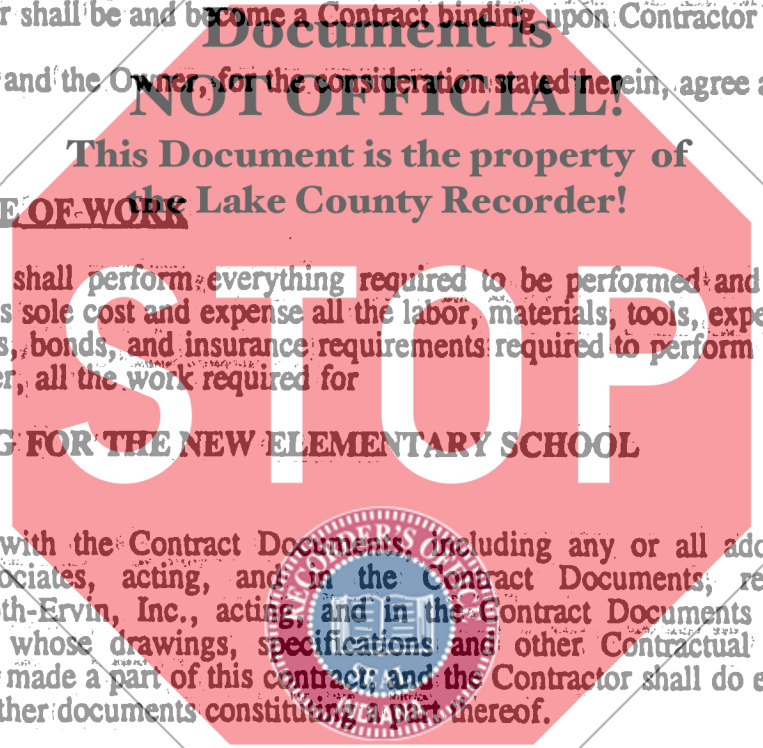
in strict accordance with the Contract Documents, including any or all addenda prepared by Fanning/Howey Associates, acting, and in the Contract Documents, referred to as the "Architects," and Toth-Ervin, Inc., acting, and in the Contract Documents referred to as the "Project Managers," whose drawings, 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 ONE HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$164,460.00). This price to include all requirements under the Base Bid, Contract Number(s) 8, GLASS & GLAZING and Alternate Bids No.'s 5 and 17 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.

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STATE OF INDIANA
LAKE COUNTY
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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 his surety, to declare this Contract forfeited and to relet the unfinished portion thereof in the manner provided by law; and such person or persons to whom such work shall have been relet shall be and are hereby 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 per centum 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 shall 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
- (2) Addenda Nos. ONE-2/19/93, TWO-2/24/93, THREE-2/26/93
- (3) Construction Drawings
- (4) Drawings and descriptions submitted by the Contractor and approved by the Architect
- (5) This Contract
- (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 lessee shall specifically include the School City of Hobart, their assigns and successors.

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ARTICLE VI. PAYMENT OF CONTRACT SUM

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/Construction 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 punch list 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.

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ARTICLE X. TERMINATION PROVISION

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

IT IS FURTHER AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES 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 inure 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)

THE LAZZARO COMPANIES INC.
Contractor

By: Charles M. Lazzaro

Charles M. Lazzaro, Sec/Treasurer

Printed Signature & Title

ATTEST:

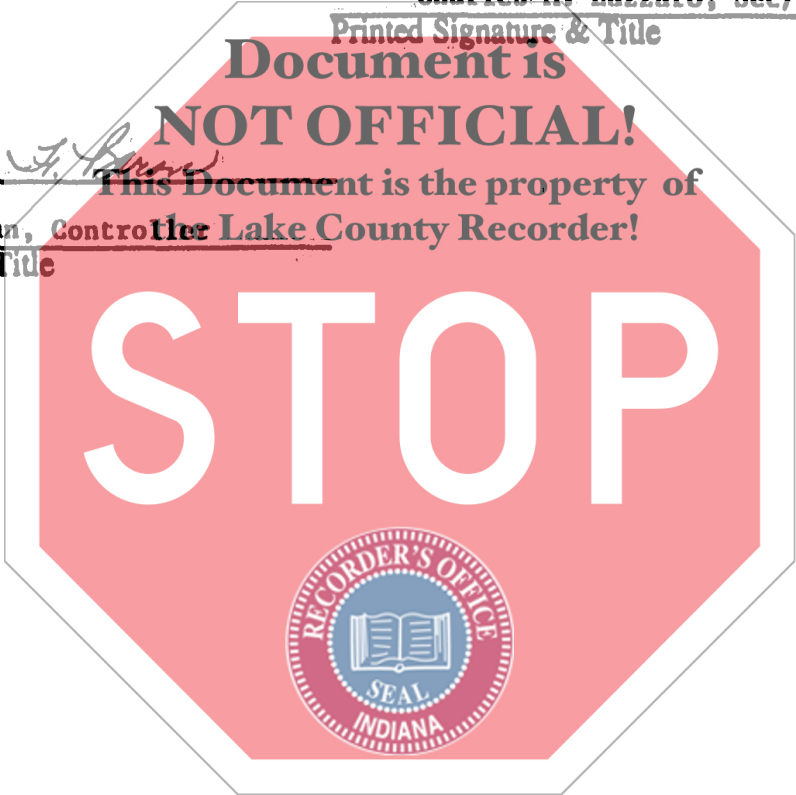
BY: Anita F. Baran

Anita F. Baran, Controller

Printed Signature & Title

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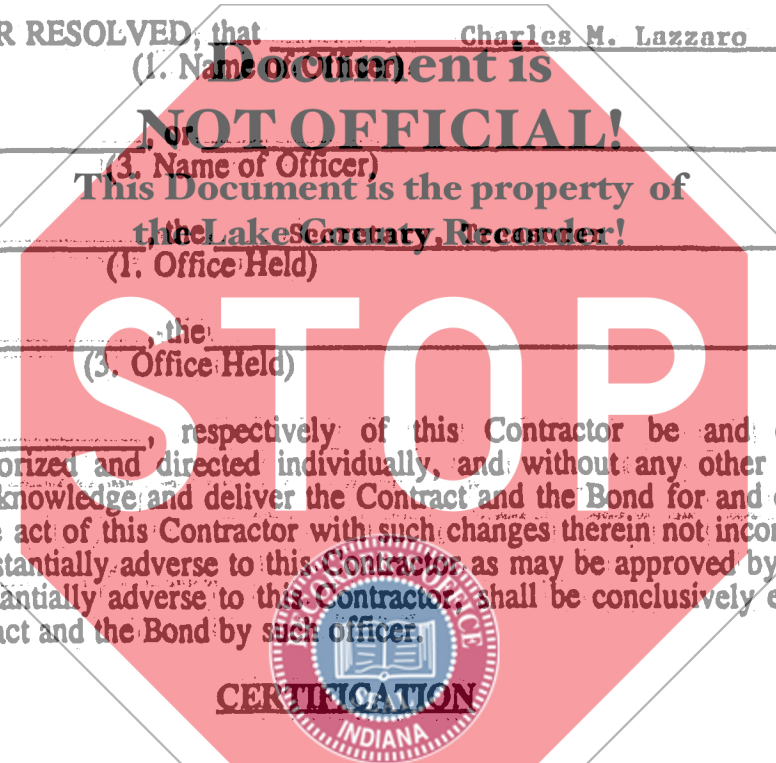
CORPORATE RESOLUTION

BE IT RESOLVED, that the proposed Offer and Contract (the "Contract") with Hobart Bldg. Corp. (hereinafter "Owner") as Owner, and this corporation, as contractor, 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, CONTRACT NO. _____ in the form submitted to this Board is hereby approved.

BE IT FURTHER RESOLVED, THAT THIS Contractor shall furnish performance, payment and maintenance bonds (the "Bond") in the amount of one hundred-fifty per cent (150%) of the amount of the contract to Owner and to such other parties as owner may designate, with a good and sufficient surety acceptable to owner, and the Bonds and such surety shall be in the usual form acceptable in the State of Indiana for work of the nature covered by the Contract. The Bonds and such surety are hereby approved.

BE IT FURTHER RESOLVED, that _____, or _____, or _____, or _____, the _____, the _____, the _____, the _____, respectively of this Contractor be and each is hereby

(4. Office Held) authorized and directed individually, and without any other officer attesting thereto, to execute, acknowledge and deliver the Contract and the Bond for and on behalf of and in the name and as the act of this Contractor with such changes therein not inconsistent with this resolution and not substantially adverse to this Contractor as may be approved by the officer, and that such are not substantially adverse to this Contractor, shall be conclusively evidenced by the execution of the Contract and the Bond by such officer.



I, Charles M. Lazzaro, hereby certify:
(Print your name)

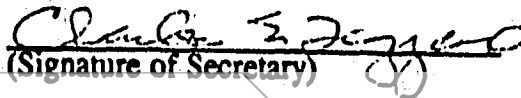
1. That I am the duly elected Secretary of The Lazzaro Companies, Inc.

(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 February 15, 1993 at which a quorum was present and acting throughout, which resolutions have not been altered, amended or repealed, have been in full force and effect at all times since the date of their adoption and are in full force and effect on the date hereof.

3. Each 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: April 29, 1993.


(Signature of Secretary)

Document is
Charles M. Lazzaro
NOT OFFICIAL
Printed Name of Secretary

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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	

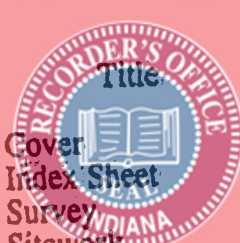
SEE ATTACHED TABLE OF CONTENTS

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	Title
Project Manual Volume II	Dated February 1, 1993
SEE ATTACHED TABLE OF CONTENTS	This Document is the property of the Lake County Recorder!
Project Manual Volume III	Dated February 1, 1993
SEE ATTACHED TABLE OF CONTENTS	STOP

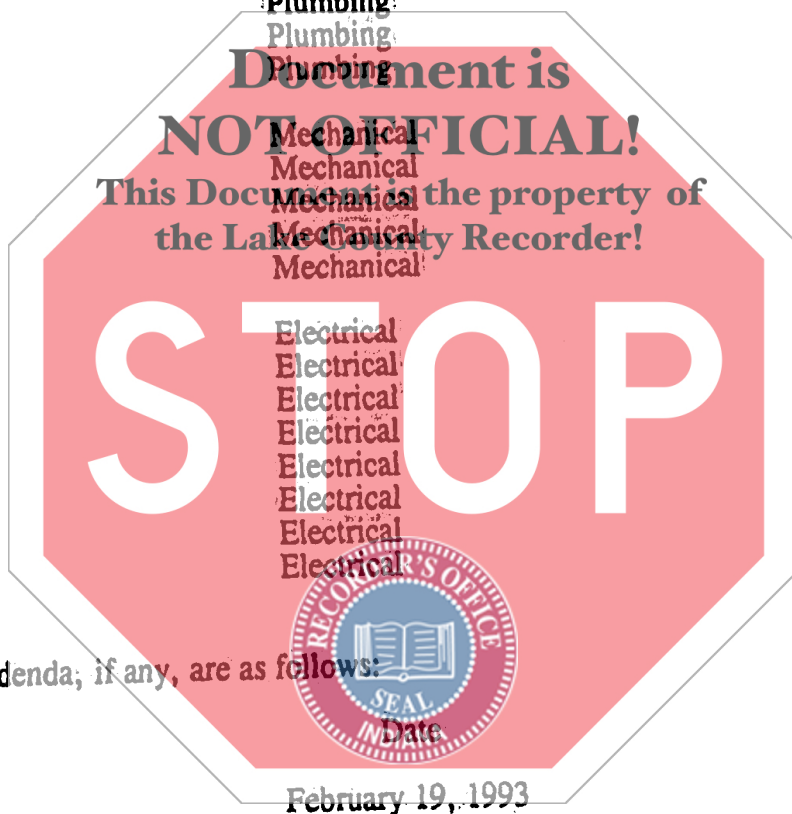
The Drawings are as follows, and are dated February 1, 1993 unless a different date is shown below. (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title
-	Cover
-	Index Sheet
-	Survey
GD1.1	Sitework
G1.0 - G1.1	Sitework
G2.1	Sitework
G3.1 - G3.4	Sitework
G4.1 - G4.2	Sitework
L1.1	Sitework
SU1.1 - SU1.2	Sitework
SU2.1	Sitework
A1.1 - A1.5	Architectural
A2.1	Architectural
A3.1 - A3.3	Architectural
A4.1 - A4.2	Architectural
A5.1 - A5.7	Architectural
A6.1	Architectural



SECTION 00500 - ATTACHMENT

Number	Title	Date
A7.1 - A7.7	Architectural	
A8.1 - A8.2	Architectural	
A9.1 - A9.4	Architectural	
A10.1	Architectural	
FS.1 - PS.5	Food Service	
S1.1 - S1.6	Structural	
S2.1 - S2.7	Structural	
S5.1	Structural	
P1.1	Plumbing	
P2.1 - P2.4	Plumbing	
P3.1 - P3.2	Plumbing	
P4.1	Plumbing	
M1.1	Mechanical	
M2.1 - M2.6	Mechanical	
M3.1 - M3.4	Mechanical	
M5.1 - M5.3	Mechanical	
M6.1	Mechanical	
E1.1	Electrical	
E2.1	Electrical	
E3.1	Electrical	
E4.1 - E4.4	Electrical	
E5.1 - E5.4	Electrical	
E6.1	Electrical	
E7.1	Electrical	
E8.1 - E8.4	Electrical	



The Addenda, if any, are as follows:

Number	Date
No. 1	February 19, 1993
No. 2	February 24, 1993
No. 3	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 Documents.)

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 pursuant to the contract documents or pursuant to any subsequent agreement between Owner and contractor to furnish extras or additions.



SECTION 00001

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Bidding Certification and Domestic Steel Affidavit)

CONTRACT DOCUMENTS

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SPECIFICATIONS

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- 01560 - Construction Cleaning
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(Refer to Architectural and Engineering Specification Manuals Volumes II and III)



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- 02200 Earthwork
- 02280 Soil Treatment
- 02511 Asphaltic Concrete Paving
- 02516 Portland Cement Concrete Paving
- 02710 Subdrainage Systems
- 02720 Storm Sewerage Systems
- 02800 Site Improvements
- 02830 Fences and Gates
- 02862 Playground Equipment
- 02930 Lawns and Grasses
- 02950 Trees, Plants, and Ground Covers

DIVISION 3: CONCRETE

- 03100 Concrete Formwork
- 03200 Concrete Reinforcement
- 03300 Cast-In-Place Concrete
- Concrete Finish Schedule

DIVISION 4: MASONRY

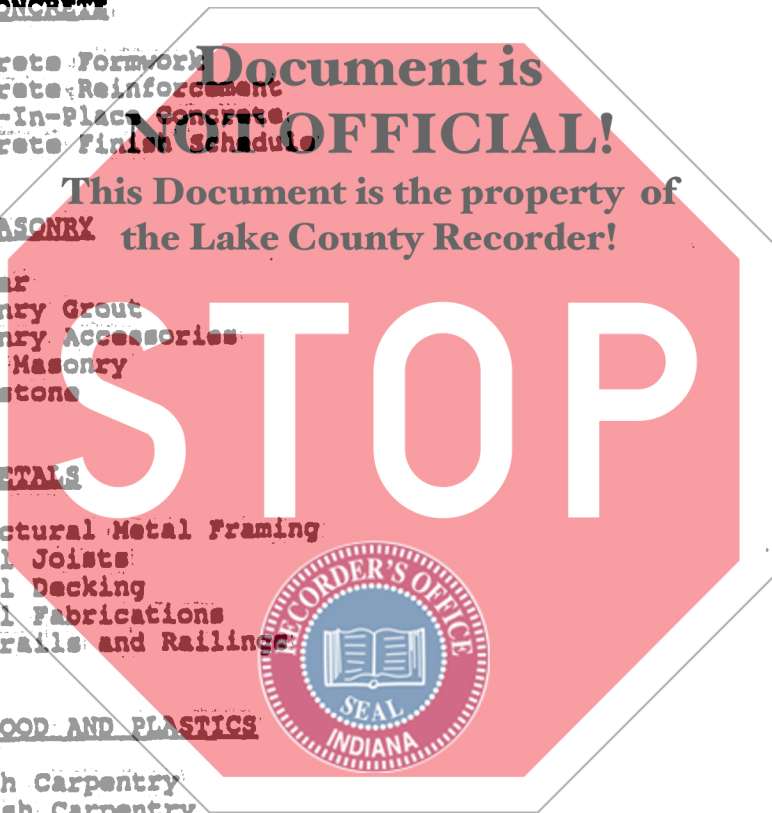
- 04100 Mortar
- 04125 Masonry Grout
- 04150 Masonry Accessories
- 04200 Unit Masonry
- 04460 Limestone

DIVISION 5: METALS

- 05100 Structural Metal Framing
- 05200 Metal Joists
- 05300 Metal Decking
- 05500 Metal Fabrications
- 05520 Handrails and Railings

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- 06200 Finish Carpentry



DIVISION 7: THERMAL AND MOISTURE PROTECTION

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07150 Dampproofing
07210 Building Insulation
07220 Roof and Deck Insulation
07240 Exterior Insulation and Finish System
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08800 Glazing
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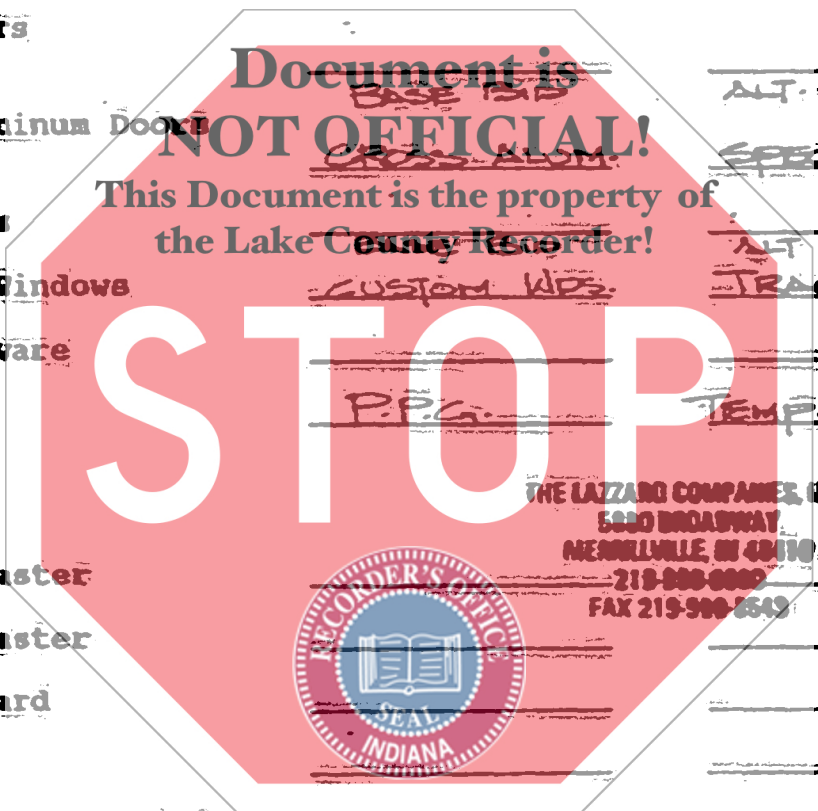
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DIVISION 8 - DOORS & WINDOWS

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* 0321	Flush Aluminum Doors & Frames	CROSS-ALUM.	ALT. NO 17 SPECIAL-LITE	LAZZARO
0310	Wood Doors			
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DIVISION 9 - FINISHES

0900	Bath & Plaster			
0915	Veneer Plaster			
0950	Gypsum Board			
0910	Tile			
0912	Cultured Marble Window Sills			
0920	Acoustical Ceilings			
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