

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS M. C...  
RECORDER

CONSTRUCTION CONTRACT

THIS CONTRACT, made this 16<sup>th</sup> day of June, 1998 by and between Spear Corporation hereinafter called the "Contractor" and Lake Central School Corporation, 8260 Wicker Avenue, St. John, Indiana 46373, hereinafter called the "Owner."



IN WITNESSETH, that the Contractor and Owner for the consideration stated herein, agree as follows:

ARTICLE I - SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish at its sole cost and expense all labor, tools, materials, expendable equipment, transportation services, bonds, and insurances required for Swimming Pool Renovation at Lake Central High School - Base Bid 1 and Demand Alternate DA-B and hereinafter referred to as the project in strict accordance with the contract documents, including any and all plans, drawings, specifications and addenda, prepared by G. Dale Lollis, Architect & Associates, P.C. and as promised by the Contractor in its bid submitted to the Owner on aforementioned project.

ARTICLE II - TIME OF COMPLETION. The work to be performed under this contract shall be commenced immediately upon the execution of same, and shall be fully completed in accordance with the construction documents.

ARTICLE III - THE CONTRACT PRICE. The Owner shall pay the Contractor for the performance of the contract, subject to additions and deductions provided herein, the sum including alternates accepted as listed below.

Base Bid 1	.....	\$103,000.00
Alternate DA-B	.....	\$ 1,133.00
TOTAL	.....	\$ 104,133.00

1900  
SW  
LCSC

**ARTICLE IV - CONTRACT DOCUMENTS.** The contract documents referred to in this contract shall consist of the advertisement for bids, instruction to bidders, escrow agreement, general conditions, specifications, plans, performance bond, material and payment bond, insurance certificates and policies, Contractor's bid proposal, any and all addendums, which have been made available to the Contractor for his review.

The Contractor being familiar with such documents as they apply to its bid on this project, shall comply with the terms and provisions of this contract and such documents shall form the contract between the Owner and the Contractor and they are fully incorporated as a part of this contract by reference whether attached hereto or not.

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**ARTICLE V - PROGRESS PAYMENTS.** Based upon Applications for Payment submitted to the architect by the Contractor and 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 Conditions of the Contract as follows:

On or about the first day of each month 95 percent of the proportion of the Contract Sum properly provided and allocatable to labor, materials and equipment incorporated in the Work and 75 percent of the portion of the Contract Sum properly allocatable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the first day of that month, less the aggregate of previous payments in each case.

Written applications or request for payment must be submitted to the architect by the first of the month, with payment request to be submitted by architect for Owner and trustee approval as soon as possible with payment to be made within seven (7) days of trustee authorization for payment.

Until final payment, the Owner will pay 95 percent of the amount due the Contractor on account of progress payments. The retainage withheld by the Owner for such progress payments shall be placed in an escrow account with a bank, savings and loan

institution, or the State of Indiana or an instrumentality thereof as escrow agent pursuant to an escrow agreement as provided in I.C. 1971, 5-16-5.5 and the escrow agent shall promptly invest all escrowed principal and income for the Contractor and/or according to the terms of the escrow agreement.

ARTICLE VI - ACCEPTANCE AND FINAL PAYMENT. Upon written receipt of written notice that the work is ready for final inspection, and when the architect finds the work acceptable under the contract and the contract fully performed, he shall promptly issue a Certificate of Substantial Completion, over his signature, stating that the work provided for in this contract has been completed and has been accepted by him under the terms and conditions thereof. Before issuance of the Certificate of Substantial Completion, the Contractor shall submit to the Owner satisfactory evidence and affidavits that all payroll, material bills, subcontractors and other indebtedness relating to the Contractor work and performance on the project have been paid.

The Owner, upon receipt of the Final Application for Payment from the architect that the work provided for in this contract has been completed under the terms and conditions thereof and upon the Owner being satisfied that all work has been completed in a satisfactory manner and according to the terms and conditions of the contract, will deliver to the Contractor, final payment as provided by the contract, and retainage held pursuant to the escrow agreement. The final payment is payable sixty-one days from the date of final acceptance of the work by the Owner.

ARTICLE VII - NO LIEN CONTRACT AND PAYMENT OF SUBCONTRACTORS. The parties hereto agree that no lien shall attach to the real estate of the Owner by the Contractor, and its subcontractors, mechanics, journeymen, laborers or persons performing work upon or furnishing materials or machinery for the Contractor on work under the terms of this contract. The Contractor shall post, or cause to be post, a notice not smaller in size than three (3) feet times three (3) feet in a place upon said premises conspicuous at all times to all subcontractors, mechanics, journeymen, laborers or persons performing work upon the premises that this project is a No Lien project. Said notice shall substantially be in the following words: This work to be done

under a No-Lien contract between the Owner and the Contractor (his name). Contractor must still file the appropriate "Waivers of lien with each payment request".

The Contractor shall promptly pay all subcontractors, laborers, material men, who perform any services in relation to, or in connection with said construction under this contract. The Contractor hereby authorizes the Owner to withhold payments as it may be required for the payment of subcontractors, laborers, material men, who perform any service in relation to, or in connection with said construction, as provided by statute.

**ARTICLE VIII - COMPLIANCE WITH REGULATIONS.** The Contractor agrees to comply in all respects with such Federal statutes, regulations and executive orders as may be applicable to the work, as well as with the Laws of the State of Indiana respecting labor and compensation, and with all other Indiana statutes, ordinances, rules and regulation applicable to the work and having the force of law.

The Contractor shall comply with and require that all work done under this contract, and all its employees, agents, and subcontractors, comply with, each and every provision of the Occupational Safety and Health Act of 1970 as it may from time to time be applicable, including all rules and regulations promulgated thereto.

**ARTICLE IX - DAMAGES AND INDEMNITY.** Contractor shall be liable in case of non-performance of this contract, or any part thereof, and hereby agrees to pay said Owner, as damages, all costs, charges and expenses attending such reletting and also such sums or amount as it shall cost to complete the said contract over and above the amounts hereby agreed for the various items therefor.

The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury to death sustained by any person growing out of any act or acts of the Contractor, or his employees, or any of his subcontractors, or their employees.

This Contractor agrees to indemnify and save harmless the Owner, architect, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the Owner or architect for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons on or 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, fault, or acts of the Contractor, his subcontractors, employees, or agents and/or defective equipment or materials supplied by the Contractor or its agents under this contract. The Contractor further agrees that so much of the money due him under and by virtue of this contract as shall be considered necessary by the Owner may be retained by the Owner to protect itself against loss until such suit or claim for damages have been settled and evidence to that effect shall have been furnished to the satisfaction of said Owner.

ARTICLE X - ASSIGNMENT OF CONTRACT. Upon request and direction of the Owner, the Contractor shall grant permission to the Owner to assign this contract to a school corporation or corporations organization pursuant to law for the construction, remodeling, or renovation of the project. The Contractor agrees to sign all necessary documents to perfect such an assignment.

ARTICLE XI - MISCELLANEOUS. This contract is executed subject to the Owner obtaining the necessary appropriations and/or financing, and the owner shall have the right to cancel this contract without penalty or liability if required appropriations and/or financing cannot be obtained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first here and above written.

ATTEST:

*Henry J. Wilks*  
By

NOTARY

Title

6-23-98

Date

(Seal)

ATTEST:

*Cynthia R. Pokrajac*  
By

Construction Secretary

Title

June 25, 1998

Date

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STOP



Spear Corporation  
P.O. Box 3

Roachdale, IN 46172

*Connie Spear*  
By

President

Title

6-23-98

Date

Lake Central School Corporation  
8260 Wicker Avenue  
St. John, IN 46373

Owner

*Edward J. Vargo*  
By

Director of Construction

Title

June 25, 1998

Date