

BILL NO. S-18-10-05

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT - REMODEL & EXPANSION FOR FORT WAYNE ANIMAL CARE & CONTROL - RESOLUTION NUMBER 105-8-28-18-2 (\$298,700.00) between SCHENKEL CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONSTRUCTION CONTRACT - REMODEL & EXPANSION FOR FORT WAYNE ANIMAL CARE & CONTROL - RESOLUTION NUMBER 105-8-28-18-2 by and between SCHENKEL CONSTRUCTION, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for project involves the renovation and expansion of the Fort Wayne Animal Care & Control existing facility's triage department. The former after-hours depository will be converted to a new surgery department; the existing surgery room will be converted to an animal intake and bereavement room. A necropsy suite will be added via building expansion. The project includes the renovation of 1,297 square feet and the addition of 346 square feet;

involving a total cost of TWO HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS - (\$298,700.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

Interoffice Memo

Date: October 4, 2018
To: Common Council Members
From: Amy-Jo Sites, Director, Animal Care & Control
RE: A Remodel & Expansion for Fort Wayne Animal Care & Control
Resolution Number 105-8-28-18-2

Council District # 3

The contractor shall furnish all labor, insurance, equipment, materials and power for the completion of the project: A Remodel & Expansion for Fort Wayne Animal Care & Control.

Project involves the renovation and expansion of the Fort Wayne Animal Care & Control existing facility's triage department. The former after-hours depository will be converted to a new surgery department; the existing surgery room will be converted to an animal intake and bereavement room. A necropsy suite will be added via building expansion. The project includes the renovation of 1,297 square feet and the addition of 346 square feet.

Implications of not being approved: The layout of the current facility was only designed to support operations through 2010. The lack of space capacity does not allow for the most efficient and effective operation due to the lack of Surgery Room operating and prep areas resulting in required spay and neuter operations being sent offsite, a dedicated Necropsy that is confidential and private, as well as a dedicated intake and grieving area for the public separate from surgical areas.

If Prior Approval is being Requested, Justify: N/A

This project was advertised to contractors on: August 31, 2018, September 7, 2018 in the Journal Gazette.

The contract for Resolution #105-8-28-18-2 awarded to Schenkel Construction, Inc., for \$298,700.00 as the lowest most responsive bidder of 3 bidders and 16% above the Engineer's estimate of \$257,318.00. The second lowest bidder was \$36,300.00 above Schenkel Construction, Inc.'s bid.

The cost of said project funded by General Revenue and Donations

Council Introduction Date: October 9, 2018

CC: BOW
Matthew Wirtz
Amy-Jo Sites
Diane Brown
File

SECTION 000390
CONFLICT OF INTEREST

CITY OF FORT WAYNE, INDIANA

Schenkel Construction, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☒

Name: _____ Name: _____

Address: _____ Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐
partnership interest ☐ units (LLC) ☐
other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes _____ No ✓

- b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)

Including contractual employment for services in the previous 3 years:

Yes _____ No ✓

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years: Yes _____ No ✓

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes ✓ No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

Attachment "A"

- b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes ✓ No _____

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

- c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No ☒

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

- d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating

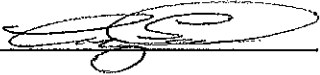
SECTION 000390
CONFLICT OF INTEREST

- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

<u>Schenkel Construction, Inc.</u>	<u>1120 St. Mary's Ave. Fort Wayne, IN 46808</u>
(Name of Vendor)	Address
	(260) <u>459-2030</u>
	Telephone
	<u>gschenkel@scibuild.com</u>
	E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed)	<u>Greg Schenkel</u>	Title	<u>President</u>
Signature		Date	<u>9/25/18</u>

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

A Remodel & Expansion for Fort Wayne Animal Care & Control
Bid Tabulation Sheet
September 25, 2018

Contractor	Engineer's Estimate		Schenkel Construction		Hamilton Hunter		E&L Construction	
A. Base Bid 1 (Allowances Included)	\$257,318.00		\$298,700.00		\$335,000.00		\$430,000.00	
B. Alternate Bid One - 100% solids epoxy seamless flooring system	(\$1,329.00)		(\$1,500.00)		(\$3,354.00)		(\$6,000.00)	
C. Alternate Bid Two - Manufactured plastic laminate faced casework and plastic laminate finished countertops	(\$9,800.00)		(\$8,500.00)		(\$9,500.00)		(\$2,500.00)	
D. Alternate Bid Three -Remove, Demo, Furnish and Install Face Brick	\$3,480.00		\$5,800.00		\$8,030.00		\$3,800.00	
E. Alternate Bid Four-Remove existing Drinking Fountain; Furnish and install new Drinking Fountain.	\$2,494.00		\$2,100.00		\$2,035.00		\$2,100.00	
F. Unit Prices	Add	Deduct	Add	Deduct	Add	Deduct	Add	Deduct
1. Excavate and remove unsuitable soil per Cu. Yd.			\$34.50		\$33.60	\$30.00	\$10.00	
2. Excavate and remove contaminated soil per Cu. Yd.			\$172.50		\$168.00	\$150.00	\$30.00	
3. Engineered Fill Bank Run Gravel per Cu. Yd.			\$46.00		\$44.80	\$40.00	\$24.00	
4. Rock/Boulder Removal per Cu. Yd.			\$287.50		\$280.00	\$250.00	\$28.00	
5. Concrete Flowable Fill per Cu. Yd.			\$120.00		\$200.00	N/A	\$122.00	
6. Placement of compacted clay per Cu. Yd.			\$28.75		\$28.00	\$25.00	\$31.00	
7. Placement of #73 limestone per Cu. Yd.			\$57.50		\$56.00	\$50.00	\$26.00	
G. Acknowledge Receipt of Addendum One			YES		YES		YES	
	Start	Complete	Start	Complete	Start	Complete	Start	Complete
Completion Time: Base Bid			7	180	10	180	10	150

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Third day of October
in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Public Works, City of Fort Wayne
200 East Berry Street Suite 210
Fort Wayne, IN 46802

and the Contractor:
(Name, legal status, address and other information)

Schenkel Construction, Inc.
1120 St. Mary's Avenue
Fort Wayne, IN 46808

for the following Project:
(Name, location and detailed description)

A Remodel & Expansion for Fort Wayne Animal Care & Control
3020 Hillegas Road, Fort Wayne, IN 46808
Resolution No. 105-8-28-18-2

The Architect:
(Name, legal status, address and other information)

Grinsfelder Associates Architects, Inc.
903 West Berry Street
Fort Wayne, IN 46802

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1926, 1937, 1951, 1958, 1981, 1983, 1987, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010068400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)



The date of this Agreement.



A date set forth in a notice to proceed issued by the Owner.



Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Int.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010068400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐

Not later than
the date of commencement of the Work.

() calendar days from

☒

By the following date: April 30, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
N/A

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Ninety Eight Thousand Seven Hundred Dollars and 00/100 (\$298,700.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
None

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item
N/A

Price

Conditions for Acceptance

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% Retainage

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Lump Sum Work Allowance Number One (#1)	\$10,000.00
Lump Sum Temporary Project Sign Allowance Number Two (#2)	\$2,100.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See Attachment "C"		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$750.00 per calendar day for each calendar day after April 30, 2019 that the Work is not fully certified by the Owner's Representative as being Substantially Complete per Section 000100 Instructions to Bidders.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 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 below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the tenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

Intt.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010068400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

See Section 000387 Service Agreement, E.B.E Rider for retainage release requirements.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒

Litigation in a court of competent jurisdiction

☐

Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Michael Saadeh, Project Manager, City of Fort Wayne Utilities

200 East Berry, Suite 250, Fort Wayne, IN 46802

Office Phone: (260) 427-5118 Cell: (260) 515-1160 Email: Michael.Saadeh@cityoffortwayne.org

Int.

AIA Document A101™ - 2017, Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1983, 1987, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010060400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Greg Schenkel

Schenkel Construction, Inc.

1120 St. Mary's Ave., Fort Wayne, IN 46808

Office Phone: (260) 459-2030 Cell: (260) 760-7285 Fax (260) 459-2031

Email: gschenkel@scibuild.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ – 2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™ – 2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™ – 2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

Int.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1981, 1983, 1987, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010068400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

.5 Drawings

Number	Title	Date
See Attachment "B"		

.6 Specifications

Section	Title	Date	Pages
See Attachment "A"			

.7 Addenda, if any:

Number	Date	Pages
Addendum Number One (#1)	09/14/2018	23

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

☐

The Sustainability Plan:

Title	Date	Pages
N/A		

Intt.

AIA Document A101™ - 2017, Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010068400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.



Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual for A Remodel & Animal Care & Control Resolution	Expansion for Fort Wayne No. 105-8-28-18-2	08-28-2018	
Section 000400	General Conditions		1
Section 000450 Supplementary	General Conditions		9

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Service Agreement
E.B.E. Rider
Escrow Agreement Waiver
Indiana Contractor Qualification Certification
Certificate of Insurance
Builders Risk Insurance
E-Verify Affidavit
Labor and Material Payment Bond
Performance Bond
Drug Policy Acknowledgement Form

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

OWNER (Signature)

See Exhibit A Page 8

(Printed name and title)

CONTRACTOR (Signature)

See Exhibit A Page 8

(Printed name and title)

Intt.

AIA Document A101™ - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1981, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010080400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

AIA Document A101™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty Third day of October in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

A Remodel and Expansion for Fort Wayne Animal Care & Control
3020 Hillegas Road, Fort Wayne, IN 46808

THE OWNER:
(Name, legal status and address)

Board of Public Works, City of Fort Wayne
200 East Berry Street Suite 210
Fort Wayne, IN 46802

THE CONTRACTOR:
(Name, legal status and address)

Schenkel Construction, Inc.
1120 St. Mary's Avenue
Fort Wayne, IN 46808

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

Init.

AIA Document A101™ – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010068400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
N/A	

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
N/A	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The

Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

☐

§ A.2.4.1 Loss of Use, Business Interruption, and Delay In Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐

§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐

§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐

§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐

§ A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ § A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

Intt.

AIA Document A101™ – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010068400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

Intt.

AIA Document A101™ – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010080400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$) per claim and N/A (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$) per claim and N/A (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$) per claim and N/A (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and N/A (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than N/A (\$) per claim and N/A (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)



§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,

Int.

and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- ☒ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Completed Operations	\$1,000,000.00 per occurrence
Products Liability	\$1,000,000.00 per occurrence

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100%
Performance Bond	100%

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

Int.

AIA Document A101™ – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010068400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

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

Owner: Board of Public Works

Contractor: Schenkel Construction, Inc.

OWNER (Signature)
Shan Gunawardena, Chair

CONTRACTOR (Signature)
Greg Schenkel, President

OWNER (Signature)
Mike Avila, Member

OWNER (Signature)
Kumar Menon, Member

ATTEST:

Michelle Fulk, Clerk

Init.

AIA Document A101™ – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 10/02/2018 13:04:57 under the terms of AIA Documents on Demand® Order No. 2010068400, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

ATTACHMENT "A" AIA DOCUMENT A101-2017 SPECIFICATIONS INDEX FOR A REMODEL & EXPANSION FOR FORT WAYNE ANIMAL CARE & CONTROL

Section 001113 – Advertisement for Bids	001113-1 through 001113-1
Section 000100 – Instructions to Bidders	000100-1 through 000100-6
Section 000200 – Bid Form	000200-1 through 000200-3
Section 000321 – O.V.C. Pre-Bid	000321-1 through 000321-1
Section 000350 – Affidavit and Waiver of Lien	000350-1 through 000350-1
Section 000380 – Affirmative Action	000380-1 through 000380-5
Section 000382 – Certificate in Lieu of Financial Statement	000382-1 through 000382-1
Section 000384 – E.B.E. Declaration Form; Waiver/Reduction Application	000384-1 through 000384-3
Section 000387 – Service Agreement, E.B.E. Rider	000387-1 through 000387-2
Section 000388 – Form No. 96	000388-1 through 000388-5
Section 000390 – Conflict of Interest	000390-1 through 000390-4
Section 000391 – Drug Policy Acknowledgement Form	000391-1 through 000391-1
Section 000392 – E-Verify Form	000392-1 through 000392-1
Section 000393 – Indiana Contractor Certification	000393-1 through 000393-1
Section 000500 – Owner/Contractor Agreement	000500-1 through 000500-1
Section 000600 – Change Order	000600-1 through 000600-1
Section 000700 – Application and Certificate for Payment	000700-1 through 000700-1
Section 000800 – Certificate of Substantial Completion	000800-1 through 000800-1
Section 000900 – Architect's Disclaimer for the Use of CAD Files	000900-1 through 000900-1
Section 010010 – Summary of Work	010010-1 through 010010-4
Section 011000 – Supplementary Summary	011000-1 through 011000-5
Section 012100 – Allowances	012100-1 through 012100-2
Section 012200 – Unit Prices	012200-1 through 012200-2
Section 012300 – Alternates	012300-1 through 012300-2
Section 012500 – Substitution Procedures	012500-1 through 012500-3
Section 012600 – Contract Modification Procedures	012600-1 through 012600-2
Section 012900 – Payment Procedures	012900-1 through 012900-4
Section 013100 – Project Management and Coordination	013100-1 through 013100-7
Section 013200 – Construction Progress Documentation	013200-1 through 013200-6
Section 013300 – Submittal Procedures	013300-1 through 013300-10
Section 014000 – Quality Requirements	014000-1 through 014000-6
Section 015000 – Temporary Facilities and Controls	015000-1 through 015000-8
Section 016000 – Product Requirements	016000-1 through 016000-5
Section 017300 – Execution	017300-1 through 017300-7
Section 017700 – Closeout Procedures	017700-1 through 017700-5
Section 017823 – Operation and Maintenance Data	017823-1 through 017823-7
Section 017839 – Project Record Documents	017839-1 through 017839-4
Section 033000 – Cast-In-Place Concrete	033000-1 through 033000-20

ATTACHMENT "A" AIA DOCUMENT A101-2017 SPECIFICATIONS INDEX FOR A REMODEL & EXPANSION FOR FORT WAYNE ANIMAL CARE & CONTROL

Section 042113 – Brick Masonry	042200-1 through 042200-10
Section 042200 – Concrete Unit Masonry	042200-1 through 042200-12
Section 042300 – Glass Unit Masonry	042300-1 through 042300-4
Section 050519 – Post-Installed Concrete Anchors	050519-1 through 050519-5
Section 061000 – Rough Carpentry	061000-1 through 061000-6
Section 061600 – Sheathing	061600-1 through 061600-3
Section 061753 – Shop-Fabricated Wood Trusses	061753-1 through 061753-5
Section 062023 – Interior Finish Carpentry	062023-1 through 062023-5
Section 072100 – Thermal Insulation	072100-1 through 072100-4
Section 073113 – Asphalt Shingles	073113-1 through 073113-7
Section 074610 – Soffits	074610-1 through 074610-3
Section 076200 – Sheet Metal Flashing and Trim	076200-1 through 076200-7
Section 079200 – Joint Sealants	079200-1 through 079200-8
Section 081113 – Hollow Metal Doors and Frames	081113-1 through 081113-9
Section 083113 – Access Doors and Frames	083113-1 through 083113-4
Section 087100 – Door Hardware	087100-1 through 087100-10
Section 088000 – Glazing	088000-1 through 088000-11
Section 092900 – Gypsum Board	092900-1 through 092900-6
Section 095113 – Acoustical Panel Ceilings	095113-1 through 095113-6
Section 096513 – Resilient Base and Accessories	096513-1 through 096513-4
Section 096723 – Decorative Laminate Epoxy Flooring	096723-1 through 096723-9
Section 099100 – Painting	099100-1 through 099100-11
Section 099600 – High-Performance Coatings	099600-1 through 099600-6
Section 104413 – Fire Extinguisher Cabinets	104413-1 through 104413-3
Section 104416 – Fire Extinguishers	104416-1 through 104416-4
Section 123200 – Plastic Laminate Faced Casework	123200-1 through 123200-4
Section 220518 – Escutcheons for Plumbing Piping	220518-1 through 220518-2
Section 220523 – General-Duty Valves for Plumbing Piping	220523-1 through 220523-7
Section 220529 – Hangers and Supports for Plumbing Piping and Equipment	230529-1 through 230529-6
Section 220553 – Identification for Plumbing Piping and Equipment	220553-1 through 220553-3
Section 220719 – Plumbing Piping Insulation	220719-1 through 220719-6
Section 221116 – Domestic Water Piping	221116-1 through 221116-8
Section 221119 – Domestic Water Piping Specialties	221119-1 through 221119-5
Section 221316 – Sanitary Waste and Vent Piping	221316-1 through 221316-5
Section 221319 – Sanitary Waste Piping Specialties	221319-1 through 221319-5
Section 224216.16 – Commercial Sinks	224216.16-1 through 224216.16-5
Section 230529 – Hangers and Supports for HVAC Piping and Equipment	230529-1 through 230529-7
Section 230593 – Testing, Adjusting and Balancing HVAC	230593-1 through 230593-4

ATTACHMENT "A" AIA DOCUMENT A101-2017 SPECIFICATIONS INDEX FOR A REMODEL & EXPANSION FOR FORT WAYNE ANIMAL CARE & CONTROL

Section 230713 – Duct Insulation	230713-1 through 230713-7
Section 233113 – Metal Ducts	233113-1 through 233113-8
Section 233300 – Air Duct Accessories	233300-1 through 233300-7
Section 233423 – HVAC Power Ventilators	233423-1 through 233423-4
Section 233713 – Diffusers, Registers, and Grilles	233713-1 through 233713-2
Section 238113.11 – Packaged Terminal Air-Conditioners, Through –Wall Units	238113.11-1 through 238113.11-4
Section 238239.19 – Wall and Ceiling Unit Heaters	238239.19-1 through 238239.19-3
Section 260519 – Low-Voltage Electrical Power Conductors and Cables	260519-1 through 260519-3
Section 260526 – Grounding and Bonding for Electrical Systems	260526-1 through 260526-2
Section 260529 – Hangers and Supports for Electrical Systems	260529-1 through 260529-4
Section 260533 – Raceways and Boxes for Electrical Systems	260533-1 through 260533-4
Section 260553 – Identification for Electrical System	260553-1 through 260553-4
Section 260923 – Lighting Control Devices	260923-1 through 260923-2
Section 262416 – Panelboards	262416-1 through 262416-4
Section 262726 – Wiring Devices	262726-1 through 262726-5
Section 262816 – Enclosed Switches and Circuit Breakers	262816-1 through 262816-2
Section 265100 – Interior Lighting	265100-1 through 265100-3
Section 265600 – Exterior Lighting	265600-1 through 265600-2
Section 270528 – Pathways for Communications Systems	270528-1 through 270528-3
Section 271500 – Communications Horizontal Cabling	271500-1 through 271500-9
Section 312000 – Earth Moving	312000-1 through 312000-8

END OF INDEX

ATTACHMENT "B" AIA DOCUMENT A101-2017
CONSTRUCTION DRAWINGS FOR
A REMODEL & EXPANSION FOR FORT WAYNE ANIMAL CARE & CONTROL

T1	Title Sheet
C1	Site Plan & Details
S1	Partial Foundation & Roof Framing Plans and Structural Notes
S2	Structural Details
LS1	Fire & Life Safety Plan and Code Analysis
D1	Demolition Plans and Notes
A1	First Floor Architectural Plan, Room Finish Schedule, Door Schedule & Elevations, and Window Schedule & Elevations
A2	First Floor Reflected Ceiling Plan, Wall Section, and Slab Drainage Plan
A3	Exterior Elevations, Partial Building Section, and Interior Elevations
A4	Roof Plan & Details, Door & Window Details
M1	Mechanical Floor Plan
M2	Mechanical Schedules and Details
P1	Waste & Vent Piping Plan
P2	Water Piping Plan and Plumbing Fixture Connection Schedule
E1	Power and Systems Plan
E2	Lighting Plan and Fixture Schedule

ATTACHMENT "C" AIA DOCUMENT A101-2017
UNIT PRICES FOR
A REMODEL & EXPANSION FOR FORT WAYNE ANIMAL CARE & CONTROL

Item	Units and Limitations	Price Per Unit (\$0.00)
Excavate and Remove Unsuitable Soil	Per Cubic Yard	\$34.50
Excavate and Remove Contaminated Soil	Per Cubic Yard	\$172.50
Engineered Fill Bank Run Gravel	Per Cubic Yard	\$46.00
Rock/Boulder Removal	Per Cubic Yard	\$287.50
Concrete Flowable Fill	Per Cubic Yard	\$120.00
Placement of Compacted Clay	Per Cubic Yard	\$28.75
Placement of #73 Limestone	Per Cubic Yard	\$57.50

Depository Remodel and Addition
Fort Wayne Animal Care and Control
Amy-Jo Sites, Director

Table of Contents

1. Mission of Organization
2. Overview of Plan
3. Source of Funding with Estimated Cost
4. Proposed Sketch of Repurpose & Addition

Fort Wayne Animal Care and Control Mission

Guided by the humane ethic and livability interests within our neighborhoods, the mission of Fort Wayne Animal Care & Control is to ensure public health and safety as well as prevent pet overpopulation, animal neglect, and animal cruelty through education, rescue, and law enforcement.

Brief Overview of Plan

There are two main concerns within our day-to-day operations this remodel and addition project could remedy. At the end of February 2017, we closed our after-hour depository in a progressive effort to humanely serve the community and their animals. By closing the depository we have been able to accurately account for what jurisdictions animals are coming to us from. Knowing the location of where animals originate allows us to recalculate the cost of services provided to Allen County and New Haven which likely will result in an increased contractual amount received for the department.

The existing depository space is currently underutilized in its current layout. Having the space repurposed through a remodel and an addition can provide more opportunity for the animals in our care, cruelty and neglect investigations, pet retention, customer service, and ultimately revenue for the department.

Surgery Efficiency

Though we are equipped with a fully functional surgical suite, the original intent was to only perform sterilization surgeries. The room where the existing surgical suite is located was originally designed to be an intake type office. The space has never been able to be used to handle the volume of animals needing to be sterilized. Pushing the existing space beyond

capacity, we have continued our life saving efforts by performing more advanced and invasive medical procedures versus euthanizing them unnecessarily. These cases are often publicized on our social media which increases public awareness and gains supporters of our efforts.

We currently have space for one surgical table and all required medical equipment that accompanies the minor soft tissue surgeries performed in years past with contracted vets.

We have found sterilization surgery time is being hindered because we are not able to operate as efficiently as we require. There is a significant amount of time wasted in between surgeries. Repurposing our existing after-hour depository space into a larger surgical suite, we would be able to incorporate another surgical table with medical equipment increasing our productivity and efficiency in a more sterile environment. This would also allow us to continue our more invasive medical procedures for those animals that in years past would have been euthanized.

Once we are able to perform our surgeries at a more efficient rate, we will be able to pursue our revenue generating opportunity to administer rabies vaccines to those animals being redeemed by their owners. We have begun vaccinating our adoption animals with rabies vaccines which has resulted in an increase in our medical revenue line.

Cross-Contamination of Evidence

Since 2010, we have been performing at minimum 4-6 necropsy (animal autopsies) per month. These procedures are necessary for us to support our city ordinance and criminal cases we submit for prosecution. Currently, our necropsies are performed in triage where animals are awaiting their surgeries. This space is not secure nor does it allow for us to maintain as much

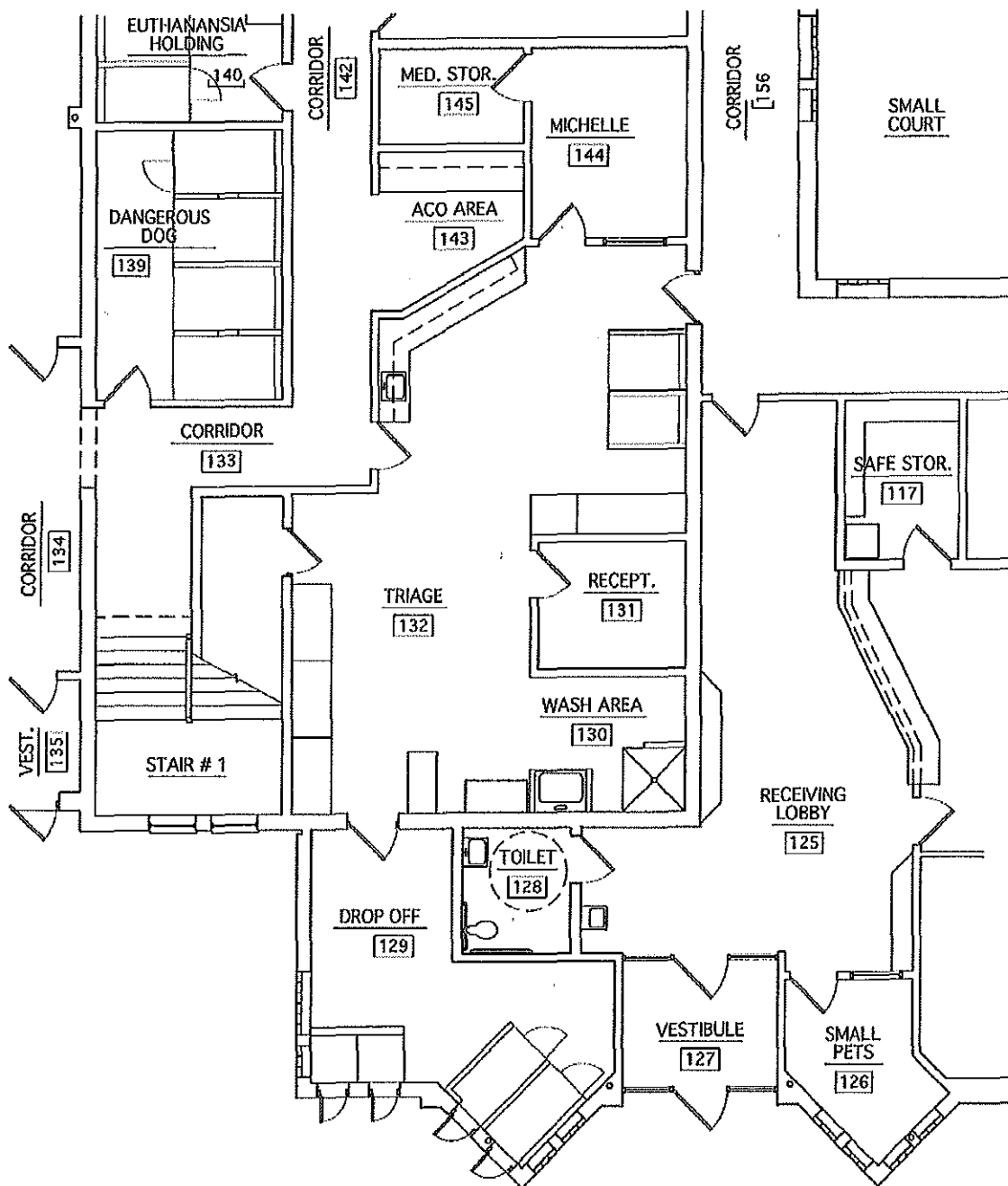
sterility that's needed to not cross-contaminate between animals awaiting surgery and those being examined as potential cases. When we pursue either city ordinance or criminal charges, animals are considered evidence and must maintain a chain of custody. Having a space solely designed and designated for our investigations would allow for us to maintain that chain of custody as well as decrease any potential cross-contamination between animals.

Individuals found guilty in court (either through ordinance violations or state charges) have been ordered to pay restitution back to the department. The costs of any medical procedure, testing, necropsy, boarding, vaccines, etc. are all requested as restitution at sentencing. As of August 31, 2018, we have submitted 65 misdemeanor/felony cases to the Allen County prosecutor rendering an estimated \$17-20,000 in restitution back to the department since 2010. We are currently investigating 15 more cases of cruelty that could result in misdemeanor/felony charges. We have investigated over 40,000 cases of cruelty and neglect using our city ordinance which also generates revenue for the department.

Source of Funding & Estimated Cost

Through time and advancement of shelter medicine our needs to ensure we are providing healthy and adoptable animals to our citizens has evolved. With the implementation of various life-saving programming we have been able to reduce our euthanasia since 2010 by almost 30%. This has allowed our staff to work with animals that would have been euthanized due to the high volume of animals the shelter managed with limited resources. We would like to continue to advance our efforts by working within national shelter standards. With the

assistance of the City Utilities Engineering Department, we recently received bids for the construction of this project. At this time, the project is estimated to cost approximately \$300,000. With the support of our Animal Care Commission, we are prepared to fund up to half of the cost for this remodel and new addition construction project through either a capital campaign and or use of trusts received to date.



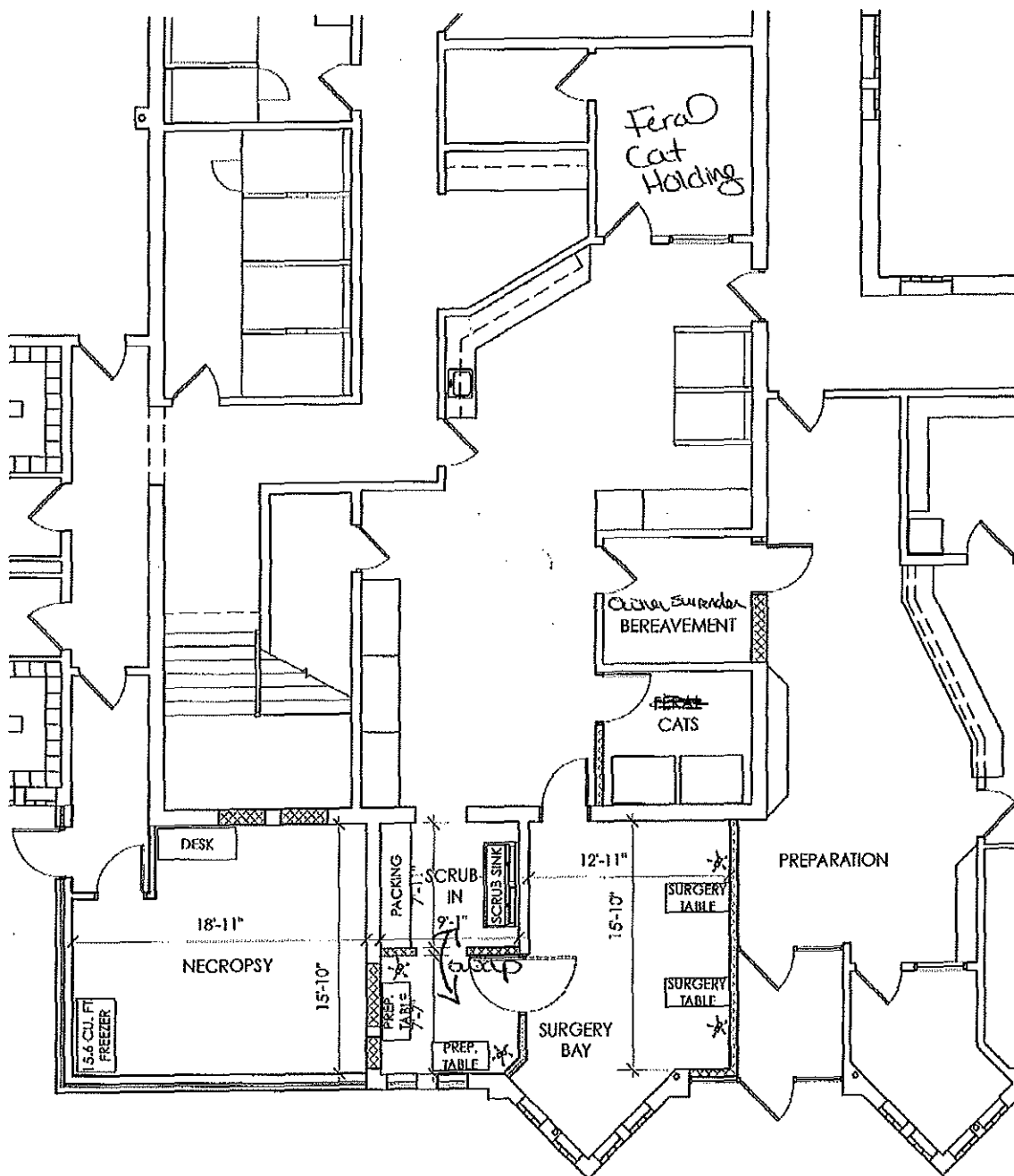
①

EXISTING FLOOR PLAN

SCALE: 1/8" = 1'-0"

FWACC TRIAGE RENOVATION

Date: 05/26/17 Comm. No. 1717
Grinsfelder Associates Architects, Inc.



1

PROPOSED FLOOR PLAN

SCALE: 1/8" = 1'-0"

FWACC TRIAGE RENOVATION

Date: 08/30/17 Comm. No. 1717
Grinsfelder Associates Architects, Inc.