BILL NO. S-26-11-19

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving CONSTRUCTION CONTRACT – NEW FIRE STATION #5 – RES. #113-9-1-26-4 - ($5,395,000.00) – between SCHENKEL CONSTRUCTION INC. and the City of Fort Wayne, Indiana, by and through its 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 - NEW FIRE STATION #5 – RES. #113-9-1-26-4 - between SCHENKEL CONSTRUCTION INC. and the City of Fort Wayne, Indiana, by and through its 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: NEW CONSTRUCTION OF FIRE STATION #5 AT 2050 LOWER HUNTINGTON ROAD;

involving a total cost of FIVE MILLION THREE HUNDRED NINETY-FIVE THOUSAND and 00/100 DOLLARS - ($5,395,000.00). 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

_____
Malak Heiny, City Attorney

113-9-1-26-4 - Fire Station #5 (#10370944)
Owner: Property Management
Solicitor: Fort Wayne IN, City of
10/22/2026 02:00 PM EDT

					Engineer Estimate		Schenkel Construction Inc		Shawnee Construction		Hamilton Hunter Builders, Inc.	
Section Titl	Line Item	Item Code	Item Descr	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
New Fire Station 5 - Bldg and Site Complete							$5,432,503.00		$5,175,000.00		$5,329,890.00		$5,462,000.00
	1	1	Constructi	LS	1	$5,432,503.00	$5,432,503.00	$5,175,000.00	$5,175,000.00	$5,329,890.00	$5,329,890.00	$5,462,000.00	$5,462,000.00
Allowance							$220,000.00		$220,000.00		$220,000.00		$220,000.00
	2	Contingen	Work Allow	LS	1	$220,000.00	$220,000.00	$220,000.00	$220,000.00	$220,000.00	$220,000.00	$220,000.00	$220,000.00
BID ALTERNATE 1							$86,000.00		$97,800.00		$77,000.00		$99,000.00
	3	Alternate 1	Radiant He	LS	1	$86,000.00	$86,000.00	$97,800.00	$97,800.00	$77,000.00	$77,000.00	$99,000.00	$99,000.00
Base Bid Total:							$5,652,503.00		$5,395,000.00		$5,549,890.00		$5,682,000.00

declined bid alternate 1
award to Schenkel Construction
approved by:

_____

					without alt	$5,652,503.00		$5,395,000.00		$5,549,890.00			$5,682,000.00

avg	$5,542,296.67
hi low diff	$287,000.00
lo diff rom est	$257,503.00

Notice of Award

Project: 113-9-1-26-4 - Construction of New Fire Station #5 - Lower Huntington Rd

Owner: City of Fort Wayne Board of Works

Resolution/Work Order #113-9-1-26-4

Bidder: Schenkel Construction

Bidder's Address: 1120 St. Mary's Ave

Fort Wayne, Indiana 46808

You are notified that your Bid dated 10/22/2026 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 113-9-1-26-4, Construction of New Fire Station #5

The construction of the New Fire Station #5 at 2050 Lower Huntington Road.

The Contract Price of your Contract is: the total sum unit price of **$5,395,000.00.**

1 copy of the proposed Construction Contract (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within **[10]** days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the following documents:
   a. Performance Bond
   b. Payment Bond
   c. Certificate of Insurance
   d. Executed E-Verify Affidavit.
   e. Executed Drug Policy Acknowledgement Form.
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document to City of Fort Wayne Vendor Compliance, gina.kostoff@cityoffortwayne.org.

Notice of Award

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Contractor will be allowed an additional 11 calendar days to submit Bonds.

Within thirty days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Date: 11·3·2026

cc: Project Manager

Approval of Fire Station #5 between the City of Fort Wayne Board of Public Works and Schenkel Construction.

CITY OF FORT WAYNE

Date: 11·3·2026

BY: _____
Sharon Tucker, Mayor

BOARD OF PUBLIC WORKS

Date: 11.3.2026

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Docusign Envelope ID: 8FB770C7-ECE6-8547-800D-3FCD24FA0394

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 30th day of October in the year Two Thousand Twenty-Six.

BETWEEN the Owner:

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

Telephone Number: (260) 427-1457

and the Contractor:

Schenkel Construction, Inc.
1120 St. Mary's Ave.
Fort Wayne, IN 46808
Telephone Number: (260) 459-2030

for the following Project:

New Fort Wayne Fire Department Station No. 5
2050 Lower Huntington Road
Fort Wayne, IN 46819

The Architect:

S2 Architects, LLC dba Elevatus Architecture
111 East Wayne Street, Suite 555
Fort Wayne, IN 46802
Telephone Number: (260) 424-9080

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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.

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TABLE OF ARTICLES

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7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

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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:

[ ] The date of this Agreement.

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

[X] Established as follows:

Thirty (30) days from the date of this Agreement.

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

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

§ 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:

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: 12/15/27

§ 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	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 Five Million Three Hundred Ninety-Five Thousand Dollars ($5,395,000.00), 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	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.

Item	Price	Conditions for Acceptance
Alternate #1: Radiant Floor Heating	$97,800.00	

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
Contingency Allowance	$220,000.00

§ 4.4 Unit prices, if any:

Item	Units and Limitations	Price per Unit ($0.00)

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§ 4.5 Liquidated damages, if any:

If Final Completion is not achieved by December 31, 2027, Contractor is subject to liquidated damages of Two Thousand Dollars ($2,000.00) per calendar day past the stated Final Completion date, excluding federally or Indiana recognized holidays.

§ 4.6 Other:

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.

§ 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 thirtieth 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 forty-five (45) days after the Architect receives the Application for Payment.

§ 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;

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.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

.6 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:

N/A

§ 5.1.7.1.1 The following items are not subject to retainage:

§ 5.1.7.1.2 Threshold Requirement; Amounts Retained. In accord with IC § 36-1-12-14, if this Agreement is for an amount greater than two hundred thousand dollars ($200,000.00), Owner shall retain three percent (3%) of the dollar value of all work satisfactorily completed to ensure complete performance of the contract and to ensure payment of all claims until the public work is substantially completed.

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

If after the date of Final Completion there should remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Project Manager shall be withheld until the item is completed.

§ 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:

§ 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 sixty-one (61) days after the issuance of the Architect's final Certificate for Payment.

§ 5.2.3 120-Day Limit. Subject to receipt of the maintenance bond, if any such bond is required under this Agreement, Owner shall make final payment within one hundred twenty (120) days after Final Completion of the Project in accord with IC § 36-1-12-17.

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§ 5.2.4 Disputes. Final payment may not be made on any amount that is in dispute among or with subcontractors, etc., but final payment may be made on that part of a contract or those amounts that are not in dispute.

§ 5.2.5 Contractor's Failure to Pay. If Contractor is unable to pay a subcontractor any just claim regarding its Work on this Project, Contractor shall inform such a person that he or she must file a claim with Owner not later than sixty (60) days after that person performed the last labor, furnished the last material, or performed the last service.

§ 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.

Prime rate plus two percent (2%).

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Forum.
Any action or proceeding arising from or relating to this Agreement shall be under the jurisdiction of the appropriate state or federal courts located in the area where the Project is situated.

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:

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:

Eric Lahey, Fire Chief
Fort Wayne Fire Department

Email Address: Eric.Lahey@cityoffortwayne.org

§ 8.3 The Contractor's representative:

Greg Schenkel, President
1120 St. Mary's Ave
Fort Wayne, IN 46808
Telephone Number: (260) 459-2030
Email Address: gschenkel@scibuild.com

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§ 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 a building information modeling exhibit, if completed, or as otherwise set forth below:

§ 8.7 Other provisions:
§ 8.7.1 The parties hereto 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 provisions of Chapter 116 of the Acts of Indiana General Assembly for the year 1909; Chapter 41 of said Acts of 1911; Chapter 50 of said Acts 1915; Chapter 56 of said Acts of 1921; Chapter 187 of said Acts 1943; Chapter 376 of said Acts 1963; P.L. 424 of said Acts 1971; P.L. 310 of said Acts 1977; the parties agree that this Contract may be recorded with the Recorder of Steuben County, Indiana.

§ 8.7.2 This 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 of the Contractor or of his employees or any of his subcontractors of their employees. This Contractor agrees to indemnify and save harmless the Owner and Lessee, their agents and employees, from and against all loss of expenses (including costs and attorneys' fees) by reason of liability imposed by law upon the Owner or Lessee, for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including death at any time resulting therefrom sustained by any person or persons or 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.

§ 8.7.3 To each of the conditions and obligations of this Contract, the undersigned each for himself, binds itself, its successors, and assigns.

§ 8.7.4 E-Verify
§ 8.7.4.1 This Agreement shall have no effect unless each contractor performing Work on the Project has enrolled in and verified the work eligibility status of all its newly hired employees through the E-Verify program and provided a notarized E-Verify affidavit of such in accord with applicable law.

§ 8.7.4.2 Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

§ 8.7.4.3 Each Contractor must E-Verify each person who performs Work under this Agreement if the person is required to be verified by Indiana law.

§ 8.7.4.4 Upon request, Contractor shall submit to Owner any worker's E-Verify case verification number, as applicable.

§ 8.7.5 General Contractor Contributions. The Tier 1 (General or Prime) Contractor must contribute at least 15% of the Contract Price in Work, Supplies, or any combination thereof.

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§ 8.7.6 Qualifications. Each contracting party performing Work under any such contract must be qualified by either the state certification board or the Indiana Department of Transportation.

§ 8.7.7 No-Cash Provision. No contractor may pay any person who performs Work under this Agreement in cash.

§ 8.7.8 Drug-Testing Program. Each Contractor must implement the employee drug-testing program described in Contractor's plan, as submitted in the bid documents. Owner may terminate this Agreement should Contractor fail to implement its employee drug-testing program during the term of this Agreement; fail to provide information regarding implementation of the Contractor's employee drug-testing program at the request of Owner; or, provide to Owner false information regarding the Contractor's employee drug-testing program.

§ 8.7.9 Recordkeeping. Contractor shall, and ensure that its Subcontractors shall, preserve and keep open for inspection all payroll and related records relating to this Agreement for a period of three (3) years after completion of the Project for inspection by the Department of Workforce Development. (IC § 5-16-13-13)

§ 8.7.10 Misclassification. Contractor shall cooperate with Owner over the suspected misclassification by the Contractor of any person doing work under this Agreement with regard to his or her status as an employee or independent contractor. (IC § 5-16-13-14)

§ 8.7.11 Compliance Violations. If Owner reasonably suspects that a contractor has violated a contract provision related to E-Verify, FLSA, state minimum wage law, worker's compensation, or unemployment insurance, Owner shall refer the matter to the appropriate state agency, as required by law. If Owner reasonably suspects a contractor has violated other sections of IC § 5-16-13, then Owner shall notify Contractor to remedy the violation within thirty (30) days, as per IC § 5-16-13-15. If the violation is not corrected, Owner shall prohibit Contractor from submitting bids or proposals on future projects for up to two (2) years based on the severity of the violation.

§ 8.7.12 Anti-Nepotism. Contractor affirms that it is aware of the provisions under IC § 36-1-21-1 *et seq.* regarding concerns of nepotism in contractual relationships with governmental entities. Contractor certifies that none of the owners of Contractor is a relative of any elected official of Owner.

§ 8.7.13 Survival. Provisions in this Agreement relating to warranties, bonds, indemnification, intellectual property, confidential information, and all miscellaneous provisions in this section shall survive the termination of this Agreement to the maximum extent permitted by law.

§ 8.7.14 Draftsperson. No presumption shall lie against any Party on the grounds that such Party or its attorney was responsible for preparing this Agreement or any part hereof.

§ 8.7.15 Severability. Should any court, arbiter, or government agency determine any provision of this Agreement to be invalid, illegal, unenforceable, or against public policy, such holding shall not diminish the validity or enforceability of any other provision unless the remainder is so essentially and inseparably connected with, and so dependent upon, the invalid, illegal, or unenforceable provision or application that it cannot be presumed that the remainder would have been agreed to without such provision or application.

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 Building Information modeling exhibit, dated as indicated below:

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.5 Drawings

Number	Title	Date
See Exhibit B - Drawings	Construction Drawings	09/09/26

.6 Specifications

Section	Title	Date	Pages
See Exhibit C - Specs TOC	Project Manual	09/09/26	1279

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	09/30/26	12
Addendum No. 2	10/07/26	161
Addendum No. 3	10/14/26	93
Addendum No. 4	10/16/26	18

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:

[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

See Project Manual.

.9 Other documents, if any, listed below:

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

OWNER *(Signature)*	CONTRACTOR *(Signature)*
BY: Eric Lahey, Fire Chief	BY: Greg Schenkel, President
(Printed name and title)	*(Printed name and title)*

Docusigned by: Greg Schenkel 91032F5725BA4B3...

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Additions and Deletions Report for
AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:41:12 EDT on 10/28/2026.

PAGE 1:

AGREEMENT made as of the 30th day of October in the year Two Thousand Twenty-Six

~~(In words, indicate day, month and year.)~~

~~(Name, legal status, address and other information)~~

~~and the Contractor:~~

~~(Name, legal status, address and other information)~~

~~for the following Project:~~

~~(Name, location and detailed description)~~

~~The Architect:~~

~~(Name, legal status, address and other information)~~

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

Telephone Number: (260) 427-1457

and the Contractor:

Schenkel Construction, Inc.
1120 St. Mary's Ave.
Fort Wayne, IN 46808
Telephone Number: (260) 459-2030

for the following Project:

New Fort Wayne Fire Department Station No. 5
2050 Lower Huntington Road
Fort Wayne, IN 46819

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The Architect:

S2 Architects, LLC dba Elevatus Architecture

111 East Wayne Street, Suite 555

Fort Wayne, IN 46802

Telephone Number: (260) 424-9080

PAGE 2:

~~(Check one of the following boxes.)~~

~~[ ]~~

[ ] The date of this Agreement.

[X] Established as follows:

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

Thirty (30) days from the date of this Agreement.

PAGE 3:

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

~~[ ]~~

[ ] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: 12/15/27

§ 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 Five Million Three Hundred Ninety-Five Thousand Dollars ($5,395,000.00), subject to additions and deductions as provided in the Contract Documents.

~~(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

$97,800.00

Alternate #1:
Radiant Floor Heating

~~(Identify each allowance.)~~

~~Item~~

~~Price~~

Item

Price

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Contingency Allowance

$220,000.00

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

PAGE 4:

~~(Insert terms and conditions for liquidated damages, if any.)~~

~~§ 4.6 Other:~~

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

If Final Completion is not achieved by December 31, 2027, Contractor is subject to liquidated damages of Two Thousand Dollars ($2,000.00) per calendar day past the stated Final Completion date, excluding federally or Indiana recognized holidays.

§ 4.6 Other:

§ 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 thirtieth 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 forty-five (45) days after the Architect receives the Application for Payment.

~~(Federal, state or local laws may require payment within a certain period of time.)~~

PAGE 5:

~~(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.)~~

N/A

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

~~§ 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.)~~

§ 5.1.7.1.2 Threshold Requirement; Amounts Retained. In accord with IC § 36-1-12-14, if this Agreement is for an amount greater than two hundred thousand dollars ($200,000.00), Owner shall retain three percent (3%) of the dollar value of all work satisfactorily completed to ensure complete performance of the contract and to ensure payment of all claims until the public work is substantially completed.

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

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If after the date of Final Completion there should remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Project Manager shall be withheld until the item is completed.

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

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~sixty-one (61) days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~.

~~§ 5.3 Interest~~

PAGE 6:

~~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.)~~

~~§ 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~~2.3 120-Day Limit. Subject to receipt of the maintenance bond, if any such bond is required under this Agreement, Owner shall make final payment within one hundred twenty (120) days after Final Completion of the Project in accord with IC § 36-1-12-17.

§ 5.2.4 Disputes. Final payment may not be made on any amount that is in dispute among or with subcontractors, etc., but final payment may be made on that part of a contract or those amounts that are not in dispute.

§ 5.2.5 Contractor's Failure to Pay. If Contractor is unable to pay a subcontractor any just claim regarding its Work on this Project, Contractor shall inform such a person that he or she must file a claim with Owner not later than sixty (60) days after that person performed the last labor, furnished the last material, or performed the last service.

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§ 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.

Prime rate plus two percent (2%).

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Forum.

Any action or proceeding arising from or relating to this Agreement shall be under the jurisdiction of the appropriate state or federal courts located in the area where the Project is situated.

~~(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

PAGE 7:

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

§ 8.7.1 The parties hereto 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 provisions of Chapter 116 of the Acts of Indiana General Assembly for the year 1909; Chapter 41 of said Acts of 1911; Chapter 50 of said Acts 1915; Chapter 56 of said Acts of 1921; Chapter 187 of said Acts 1943; Chapter 376 of said Acts 1963; P.L. 424 of said Acts 1971; P.L. 310 of said Acts 1977; the parties agree that this Contract may be recorded with the Recorder of Steuben County, Indiana.

§ 8.7.2 This 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 of the Contractor or of his employees or any of his subcontractors of their employees. This Contractor agrees to indemnify and save harmless the Owner and Lessee, their agents and employees, from and against all loss of expenses (including costs and attorneys' fees) by reason of liability imposed by law upon the Owner or Lessee, for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including death at any time resulting therefrom sustained by any person or persons or 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.

§ 8.7.3 To each of the conditions and obligations of this Contract, the undersigned each for himself, binds itself, its successors, and assigns.

§ 8.7.4 E-Verify
§ 8.7.4.1 This Agreement shall have no effect unless each contractor performing Work on the Project has enrolled in and verified the work eligibility status of all its newly hired employees through the E-Verify program and provided a notarized E-Verify affidavit of such in accord with applicable law.

§ 8.7.4.2 Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

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§ 8.7.4.3 Each Contractor must E-Verify each person who performs Work under this Agreement if the person is required to be verified by Indiana law.

§ 8.7.4.4 Upon request, Contractor shall submit to Owner any worker's E-Verify case verification number, as applicable.

§ 8.7.5 General Contractor Contributions. The Tier 1 (General or Prime) Contractor must contribute at least 15% of the Contract Price in Work, Supplies, or any combination thereof.

§ 8.7.6 Qualifications. Each contracting party performing Work under any such contract must be qualified by either the state certification board or the Indiana Department of Transportation.

§ 8.7.7 No-Cash Provision. No contractor may pay any person who performs Work under this Agreement in cash.

§ 8.7.8Drug-Testing Program. Each Contractor must implement the employee drug-testing program described in Contractor's plan, as submitted in the bid documents. Owner may terminate this Agreement should Contractor fail to implement its employee drug-testing program during the term of this Agreement; fail to provide information regarding implementation of the Contractor's employee drug-testing program at the request of Owner; or, provide to Owner false information regarding the Contractor's employee drug-testing program.

§ 8.7.9Recordkeeping. Contractor shall, and ensure that its Subcontractors shall, preserve and keep open for inspection all payroll and related records relating to this Agreement for a period of three (3) years after completion of the Project for inspection by the Department of Workforce Development. (IC § 5-16-13-13)

§ 8.7.10Misclassification. Contractor shall cooperate with Owner over the suspected misclassification by the Contractor of any person doing work under this Agreement with regard to his or her status as an employee or independent contractor. (IC § 5-16-13-14)

§ 8.7.11Compliance Violations. If Owner reasonably suspects that a contractor has violated a contract provision related to E-Verify, FLSA, state minimum wage law, worker's compensation, or unemployment insurance, Owner shall refer the matter to the appropriate state agency, as required by law. If Owner reasonably suspects a contractor has violated other sections of IC § 5-16-13, then Owner shall notify Contractor to remedy the violation within thirty (30) days, as per IC § 5-16-13-15. If the violation is not corrected, Owner shall prohibit Contractor from submitting bids or proposals on future projects for up to two (2) years based on the severity of the violation.

§ 8.7.12Anti-Nepotism. Contractor affirms that it is aware of the provisions under IC § 36-1-21-1 et seq. regarding concerns of nepotism in contractual relationships with governmental entities. Contractor certifies that none of the owners of Contractor is a relative of any elected official of Owner.

§ 8.7.13Survival. Provisions in this Agreement relating to warranties, bonds, indemnification, intellectual property, confidential information, and all miscellaneous provisions in this section shall survive the termination of this Agreement to the maximum extent permitted by law.

§ 8.7.14Draftsperson. No presumption shall lie against any Party on the grounds that such Party or its attorney was responsible for preparing this Agreement or any part hereof.

§ 8.7.15 Severability. Should any court, arbiter, or government agency determine any provision of this Agreement to be invalid, illegal, unenforceable, or against public policy, such holding shall not diminish the validity or enforceability of any other provision unless the remainder is so essentially and inseparably connected with, and so dependent upon, the invalid, illegal, or unenforceable provision or application that it cannot be presumed that the remainder would have been agreed to without such provision or application.

Eric Lahey, Fire Chief
Fort Wayne Fire Department

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(6aa2854f3d8af8551518ecfa)

Email Address: Eric.Lahey@cityoffortwayne.org

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

Greg Schenkel, President

1120 St. Mary's Ave
Fort Wayne, IN 46808
Telephone Number: (260) 459-2030
Email Address: gschenkel@scibuild.com

~~(If other than in accordance with a building information modeling exhibit, 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.)~~

~~§ 8.7 Other provisions:~~

§ 8.7 Other provisions:

PAGE 9:

~~(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~

See Exhibit B - Drawings

Construction Drawings

09/09/26

See Exhibit C - Specs TOC

Project Manual

09/09/26

1279

Addendum No. 1

09/30/26

12

Addendum No. 2

10/07/26

161

Addendum No. 3

10/14/26

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Addendum No. 4

10/16/26

18

~~(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.)~~

PAGE 10:

[X] Supplementary and other Conditions of the Contract:

~~Document~~

~~Title~~

~~Date~~

~~Pages~~

~~.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.)~~

~~See Project Manual.~~

.9 Other documents, if any, listed below:

BY: Eric Lahey, Fire Chief

BY: Greg Schenkel, President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Rachel Murray, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:41:12 EDT on 10/28/2026 under Order No. 20250107973 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

Rachel Murray
(Signed)

Contract Specialist | Executive Assistant
(Title)

10/29/26
(Dated)

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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 30th day of Octoberin the year Two Thousand Twenty-Six.

for the following PROJECT:

New Fort Wayne Fire Department Station No. 5
2050 Lower Huntington Rd.
Fort Wayne, IN 46819

THE OWNER:

City of Fort Wayne - Board of Public Works
Citizens Square
200 East Berry Street, Suite 210
Fort Wayne, IN 46802
Telephone Number: (260) 427-1457

THE CONTRACTOR:

Schenkel Construction, Inc.
1120 St. Mary's Ave.
Fort Wayne, IN 46808
Telephone Number: (260) 459-2030

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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.

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

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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.

§ 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:

Causes of Loss	Sub-Limit

§ 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:

Coverage	Sub-Limit

§ 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

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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.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.

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.

§ 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:

§ 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

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.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.

§ 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.3.2.8 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 One Million Dollars ($1,000,000.00) per claim and One Million Dollars ($1,000,000.00) in the aggregate.

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§ 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 ($) per claim and ($) 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:

§ 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.

[X] § 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, 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.)

[X] § 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

Coverage	Limits

§ 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:

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

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.

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ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

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Additions and Deletions Report for
AIA® Document A101® – 2017 Exhibit A

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PAGE 1:

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 30th day of October in the year Two Thousand Twenty-Six.

~~(In words, indicate day, month and year.)~~

~~(Name and location or address)~~

New Fort Wayne Fire Department Station No. 6
2050 Lower Huntington Rd.
Fort Wayne, IN 46819

~~(Name, legal status and address)~~

~~THE CONTRACTOR:~~

~~(Name, legal status and address)~~

City of Fort Wayne – Board of Public Works
Citizens Square
200 East Berry Street, Suite 210
Fort Wayne, IN 46802
Telephone Number: (260) 427-1457

THE CONTRACTOR:

Schenkel Construction, Inc.
1120 St. Mary's Ave.
Fort Wayne, IN 46808
Telephone Number: (260) 459-2030

PAGE 2:

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

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

PAGE 3:

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(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.

(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

PAGE 4:

(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.3.2.2.1 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

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PAGE 5:

[X] § 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, 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:

§ 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.

§ 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 One Million Dollars ($1,000,000.00) per claim and ($) One Million Dollars ($1,000,000.00) 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 ($) per claim and ($) 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 ($) per claim and ($) 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 ($) per claim and ($) in the aggregate.

(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.)

(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.)

[

PAGE 6:

[ ] § 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.

[

[X] § 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

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~~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.

~~(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~

~~(Specify type and penal sum of bonds.)~~

100% of Contract Sum

100% of Contract Sum

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EXHIBIT C

Fort Wayne Fire Station 5
Fort Wayne, Indiana

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Fort Wayne Fire Station 6
Fort Wayne, Indiana

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32 13 13	Portland Cement Concrete Pavement	9/9/2026	Bids and Permitting
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32 93 00	Site Landscaping	9/9/2026	Bids and Permitting

COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs & BIDS

Bid/RFP #	#10370944 - New Fire Station #5
Awarded To	Schenkel Construction, Inc.
Amount	$5,395,000.00
Conflict of interest on file?	X Yes ☐ No
Number of Registrants	18
Number of Bidders	3
Required Attachments	RFPs – attach Award Matrix; Bids – attach Tab Sheet

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	None

SPECIAL PROCUREMENT

Contract #/ID *(State, Federal, Piggyback--Authority)*	N/A
Sole Source/ Compatibility Justification	N/A

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	X Yes ☐ No *If no, explain below*
If not lowest, explain	

COUNCIL DIGEST SHEET

COST COMPARISON

Increase/decrease amount from prior years For annual purchase (if available).	N/A

DESCRIPTION OF PROJECT / NEED

Identify need for project & describe project; attach supporting documents as necessary.	New construction of Fire Station #5 will replace the current Fire Station #5 that doesn't meet the needs of the growing size of the community.

REQUEST FOR PRIOR APPROVAL

Provide justification if prior approval is being requested.	No

FUNDING SOURCE

Account Information.	Cumulative Capital Development Fund – Construction Fees #34701004-5431

CITY OF FORT WAYNE
SHARON TUCKER, MAYOR
Fire Department • Eric T. Lahey, Fire Chief

November 5, 2026

City Council Members
City of Fort Wayne

RE: Resolution #113-9-1-26-4
New Fire Station #5

Dear Council Members:

On October 22, 2026, bids were received through the Board of Public Works on the construction project for the New Fire Station #5 at 2050 Lower Huntington Road.

We are asking on behalf of the City of Fort Wayne Fire Department for City Council approval to award this project to Schenkel Construction Inc. per their lowest most responsive bid of $5,395,000.00. The budget source for these funds will be out of the Cumulative Capital Development Fund – Construction Fees #34701004-5431.

If you have any questions on the above, please feel free to contact me at 427-5489.

Sincerely,

Eric T. Lahey
Fire Chief