



BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
City-County Building Room 200 • 1 East Main Street • Fort Wayne, IN 46802
Phone: 260.449.7555 TDD: 260.449.7881 FAX: 260.449.7568

LINDA K. BLOOM THERESE M. BROWN NELSON PETERS

AGENDA

**Commissioners' Legislative Session
10:00 A.M. Friday, June 10th, 2011
Commissioners' Courtroom - City-County Building**

- 1. Approval of the expedited Arena Structural repair on behalf of Memorial Coliseum.**
- 2. Bid award for Arena Upper Masking System on behalf of Memorial Coliseum.**
- 3. Water and Sewer Agreements with City Utilities regarding the reimbursement of infrastructure costs associated with the Greatbatch project. (DEFERRED)**
- 4. Other Business:**
Warranty Deed for Parcel at Homewood Suites – Ellison Road
- 5. Approval to waive the 2nd Reading on any matter approved today and for which it may be deemed necessary for the Legislative Session of June 10th, 2011.**
- 6. Comments from the Public.**
- 7. Motion to Adjourn.**

Allen County does not discriminate because of disability in the admission to, or treatment or employment in, its programs or activities. The Human Resources Director has been designated to coordinate compliance with nondiscrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided therein, and Allen County's ADA policy is available from the ADA Coordinator. Suggestions on how the County can better meet the needs of persons with disabilities may be submitted to the ADA coordinator at: Human Resources Department, 1 East Main Street, Room 300, Fort Wayne, IN 46802, or by phone at (260) 449-7217.

COMMISSIONERS' RECORD
CARTRIDGE NUMBER _____, LOCATION NUMBER _____
Regular Meeting held June 10th, 2011

RESOLUTION CONCERNING DECLARATION OF EMERGENCY

WHEREAS, certain cracking has been discovered in the concrete cantilevers supporting the Coliseum roof; and

WHEREAS, the cracking reduces the carrying capacity of the Coliseum roof structure; and

WHEREAS, in installation of certain structural supports will return the Coliseum roof and internal structure to the load-carrying capacity for which it was designed (the "Project"); and

WHEREAS, because of the nature of the repair, it must be performed when the building is not in general use, which said period is generally the months of June through September; and

WHEREAS, the estimated repair time is three months and it would not be appropriate to delay the Project until next summer because more deterioration might occur, therefore making immediate commencement of the work necessary; and

WHEREAS, the Coliseum Board has solicited quotations from Weigand Construction Co., Inc. and C.L. Schust Co., Inc., both known to provide such services in the Allen County area.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the County of Allen declare that an emergency exists and that the Project should be undertaken without following the requirements of I.C. 36-1-12-1 *et seq.* excepting the requirements of 36-1-12-9.

BE IT FURTHER RESOLVED that C.L. Schust Co., Inc. be awarded the emergency contract in the amount of not to exceed One Million Nine Hundred Eleven Thousand Nine Hundred Forty 00/100 Dollars (\$1,911,940.00) either directly or through the change order process with C.L. Schust Co., Inc.

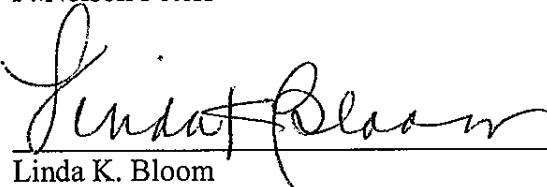
This Resolution read, considered and adopted by the Board of Commissioners on the 10th day of June, 2011.

THE BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN



F. Nelson Peters

Attest:



Linda K. Bloom



Tera K. Klutz, Auditor

not present at meeting

Therese M. Brown

CHANGE ORDER - OWNER, ARCHITECT, AND CONTRACTOR

PROJECT: Allen County War Memorial Coliseum
 (name, address) Arena High Roof Replacement

CHANGE ORDER NO.: 01

DATE: June 29, 2011

TO CONTRACTOR: C. L. Schust Co., Inc.
 (name, address) 901 Hayden Street
 Fort Wayne, IN 46803

ARCHITECT'S PROJECT NO.: 5726 (5730)

CONTRACT DATE: March 15, 2011

CONTRACT FOR:

The Contract is changed as follows:

Additional Scope of work is per the HNTB drawings S-100, S-101, S-102, & S-103 dated 6/17/11 certified by Brent N. Bonham, PE. Items not specifically noted but also required for a complete job are beam enclosures (doghouses), lead abatement as needed for new connections, testing, elastomeric coating of exterior concrete frames, epoxy injection of interior and exterior cracks that are present in the "elbow area" of the 12 cantilevered frames.

Agreement is a not-to-exceed amount. Mark ups are: C. L. Schust 7% on subcontractor (Hagerman) and 10% on work performed by his own forces. Hagerman's mark up is 15% on all subs and work self performed, Hagerman's subcontractor mark up is to be 10% on work they self perform and their subs.

Terms of the contract are to include AIA Document A102 2007 edition Standard Form of Agreement between Owner & Contractor where the basis of payment is the cost of the work plus a fee with a Guaranteed Maximum Price (special attention drawn to the accounting records Article 11).

TOTAL ADD FOR THIS CHANGE ORDER NO. 01: \$1,585,690.00

Not valid until signed by the Owner, Architect, and Contractor

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 868,400.00
 Net change by previously authorized Change Orders \$.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 868,400.00
 The (~~Contract Sum~~) (Guaranteed Maximum Price) will be (increased)(~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of \$1,585,690.00
 The new (~~Contract Sum~~) (Guaranteed Maximum Price) including this Change Order will be \$2,454,090.00
 The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by (---) days.
 The date of Substantial Completion as of the date of this Change Order therefore is the same.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

MSKTD & Associates, Inc.
ARCHITECT
 1715 Magnavox Way
 Address
 Fort Wayne, IN 46804
 By [Signature]
 Date 6/29/11

C. L. Schust Co., Inc.
CONTRACTOR
 901 Hayden Street
 Address
 Fort Wayne, IN 46803
 By [Signature]
 Date 7.5.11

Allen County Board of Commissioners
OWNER
 Citizen's Square, 200 E. Berry St., 4th Fl.
 Address
 Fort Wayne, IN 46802
 By [Signature]
 Date 7-19-11



C.L. Schust Co., Inc.
Commercial Roofing & Architectural
Sheet Metal Contractors

June 28, 2011

Mr. Jerry Noble
MSKTD & Associates
1715 Magnavox Way
Fort Wayne, IN 46804

Re: Arched Truss Connection Redundancy Modifications – Revised GMP Proposal

Dear Jerry,

Attached please find GMP from Hagerman Construction and their associated sub-contractors for the above referenced project.

C.L. Schust portion of this work includes the following associated costs.

- Tear-out and remove existing roof areas for steel modification work
- Build temporary flashing walls and temporary wall to maintain the structure in a watertight manner
- Build and install removable lid for access.
- Once Install permanent wall flashings
- Provide and Install metal wall panels on four sides of doghouse's
- Install a white TPO membrane on top of dog house's
- Install crickets at rear of doghouse's to allow for drainage onto existing roof

For the **Guaranteed Maximum Price** of \$ 230,000.00

Hagerman and other sub-contractors cost	\$ 1,267,000.00
C. L. Schust Company Fee	\$ 88,690.00
C . L. Schust Company	<u>\$ 230,000.00</u>
Total Guaranteed Maximum Price	\$ 1,585,690.00

Thank you for the opportunity to provide this proposal and please contact me with any questions.

Regards,

Robert W. Schenkel
President, C. L. Schust Co.

Encl.



Hagerman Construction Corporation

■ General Contractors ■ Engineers ■ Construction Managers



June 28, 2011

Robert Schenkel, President
C.L. Schust Co., Inc.
901 Hayden St.
Ft. Wayne, IN 46803

Corporate Offices:

510 West Washington Blvd.
P.O. Box 10690
Fort Wayne, IN 46853-0690
Phone (260) 424-1470
Fax (260) 422-3129

7930 Castleway Drive
Indianapolis, IN 46250
Phone (317) 577-6836
Fax (317) 577-6841

Re: Arched Truss Connection Redundancy Modifications – Revised GMP Proposal

Dear Robert:

Hagerman Construction Corp. is pleased to provide the following proposal to furnish labor, material, tools, equipment and sub-contracts as necessary to construct the steel girt to concrete frame connection(s) redundancy measures as designed by HNTB as illustrated on documents S-100, S-101, S-102 and S-103 dated 6/17/2011 for the **Guaranteed Maximum Price of \$1,267,000.00** Our proposal is based on the following assumptions and clarifications:

Inclusions:

- Design Development Drawings issued by HNTB. S-100, S-101, S-102 and S-103, dated 6/17/2011.
- Sub framing required for “dog houses” over steel beam(s) at concrete frames (12 locations).
- Required lead abatement.
- Modifications to existing spiral ductwork excluding T&B and Cleaning of Ductwork
- Structural steel / misc steel and coil rod fabrication and installation.
- Testing.
- Spall Containment at Concrete Frames (BASF Product MBRACE EG 900 *attached*).
- Elastomeric coating (1 coat) at exterior concrete frames.
- Epoxy injection at the interior and exterior “elbow area” of the cantilevered concrete frames.
- Acceptance of substantial completion date 9/20/2011.
- Costs will be tracked, monitored and submitted as “cost plus 15% basis” up to the GMP.
- 100% Performance and payment bond.

Exclusions:

- Associated roofing and metal panel work.
- Any work associated with the (4) exterior hammer head frames.

Thank you for the opportunity to provide this proposal. Should you have any questions or need further clarification, please do not hesitate to contact us.

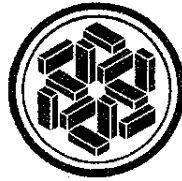
Sincerely,

HAGERMAN CONSTRUCTION CORP.

Bradley M. Smith
Director of Project Management

cc: File (Proposals)
Nate Fink-V.P. of Operations
Matt White, Estimator

Code	Description	Takeoff Quantity	Labor Amount	Fringe	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
1010	GENERAL CONDITIONS								
	Superintendent	60.00 HR	1,950	1,229					3,179
	Project Executive	70.00 HR	3,850	2,426					6,276
	Project Manager	140.00 HR	5,600	3,528					9,128
	Pre-Construction	140.00 HR	5,600	3,528					9,128
	Safety Coordinator	70.00 HR	2,380	1,489					3,879
	Admin. Asst.	70.00 HR	1,750	1,103					2,853
	Temporary Phone	1.00 LS				450			450
	Vehicle Allowance	3.00 MO				1,575			1,575
	Drawings & Manuals	1.00 LS				500			500
	Small Tools	1.00 LS				1,530			1,530
	Building Permits (N/A)	1.00 LS				0			0
	Safety	1.00 LS	1,000	630			2,140		3,770
	Dumpster	1.00 LS				350			350
	Temporary Fire Protection	1.00 LS				250			250
	P&P Bond	1.00 LS				13,873			13,873
	Insurance	1.00 LS				1,238			1,238
	Labor Foreman	3.00 MO	10,270	6,470					16,740
	Project Clean Up	20,000.00 SF			20				20
	Temp Enclosures	5,000.00 SF	5,000	3,150					8,150
	Contingency	LS							
	Crane Rental	1.00 MO							
	4-Wheel Drive Lull 844C	2.00 MO							
	Generator	3.00 MO							
	Gas & Oil	3.00 MO							
	Operator	2.00 MO	10,237	6,449					16,686
	SPECIAL REQUIREMENTS								
	Lead Paint Abatement (Environmental Mgmt Specialists)	LS				60,000			60,000
	Testing-welds, tensioning, visual (Patriot Engineering)	LS				16,000			16,000
	METALS								
	Structural Metal Framing (Don R. Fruchey)	LS				480,000	5,350		485,350
	Structural Metal -tensioning device (Williams)	LS							
	Structural Steel Supply (Almet, Inc.)	LS			166,000				166,000
	Cold Formed Metal Framing (Hagerman Construction)	LS	7,000	4,410	5,500				16,910
	THERMAL & MOISTURE PROTECTION								
	Performed Metal Wall Panels (C.L. Schust)	LS				0			0
	Built Up Bituminous Roof (C.L. Schust)	LS				0			0
	FINISHES								
	Carbon Fiber MBRACE EG 900 (N.E.W.)	LS				85,084			85,084
	Epoxy Injection (N.E.W.)	LS							
	Elastomeric Coatings - Exterior (John's Painting)	LS							
	HVAC								
	HVAC Sub-Sheet Metal (Ding Sheet Metal)	LS				57,300			57,300
	TOTALS		54,637	34,421	171,520	731,884	10,968	98,288	1,101,718



MSKTD
& Associates, Inc.

June 3, 2011

Randy L. Brown, CFE
Executive Vice President and General Manager
Allen County War Memorial Coliseum
4000 Parnell Avenue
Fort Wayne, IN 46805

RE: Arena Upper Masking System (03-11)
Bid Recommendation
Project No. 5879

Dear Randy:

The bids for the Arena Upper Masking System have been reviewed for scope of work and contractor qualifications, and we recommend you accept Athletic and Performance Rigging's bid with the add Alternate No. 1 for a total contract of \$322,505.00. Nickerson Corp. is disqualified because their Base Bid products did not meet specifications, and Alternate No. 1 was incorrectly bid. Attached is a bid tabulation.

If you have any questions, please do not hesitate to call.

Sincerely,

MSKTD & ASSOCIATES, INC.



Jerry D. Noble, Architect

JDN/jf

Attachment

cc: JDN
File 9.3

ARCHITECTURE ENGINEERING INTERIOR DESIGN PLANNING
1715 MAGNAVOX WAY FORT WAYNE, INDIANA 46804 260.432.9337 FAX 260.436.2402



ACWMC ARENA UPPER MASKING SYSTEM
BID REFERENCE NO. 03-11
MSKTD Project No. 5879
May 31, 2011, 2:00 p.m.

BID TABULATION

Bidders	Affiliated Performance Rigging	Nickerson Corp.
Total Base Bid	\$299,642.00	\$223,000.00
Alt. No. 1 - Vomitory Black Out Drapes	\$22,863.00	\$4,100.00



AIA® Document A101™ – 2007

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

AGREEMENT made as of the (See Signature Page) day of in the year
(In words, indicate day, month and year.)

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

Board of Commissioners of the County of Allen
Room 200, City-County Building
One East Main Street
Fort Wayne, IN 46802

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

Athletic and Performance Rigging
146 Riverside Drive
Tiffin, OH 44883-1644

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

County Bid Reference No. 03-11
Arena Upper Masking System
Allen County War Memorial Coliseum
4000 Parnell Avenue
Fort Wayne, IN 46805

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

MSKTD & Associates, Inc.
1715 Magnavox Way
Fort Wayne, IN 46804

The Owner and Contractor agree as follows.

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

AIA Document A201™–2007, 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.

Init.

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
10 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 unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| N/A

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

| See Specification Section 01100 Summary

Init.

Portion of Work

Substantial Completion Date

subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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 three hundred twenty-two thousand five hundred five and no/100 (\$ 322,505.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid Amount:	\$ 299,642.00
Alternate No. 1 - Vomitory Black Out Drapes	\$ 22,863.00
Total Contract Amount:	\$ 322,505.00

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

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Contingency Allowance	\$10,000.00

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. See Specification Section 00610, Supplementary Conditions, Article 9.3.

§ 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:

Init.

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

~~§ 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, unless objected to by the Architect, 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~~ Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- ~~1~~ Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~—~~ percent (~~—~~ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™ 2007, General Conditions of the Contract for Construction;
- ~~2~~ Add 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), less retainage of ~~—~~ percent (~~—~~ %);
- ~~3~~ Subtract the aggregate of previous payments made by the Owner; and
- ~~4~~ Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201 2007.

~~§ 5.1.7~~ The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- ~~1~~ Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- ~~2~~ Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

~~§ 5.1.8~~ Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

See Specification Section 00610, Supplementary Conditions, Article 9.3.

~~§ 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 Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

Init.

.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:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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.)

See Specifications.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

See Specifications

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 A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.)*

%—See Section 00610, Supplementary Conditions, Article 9.3.6.

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

Randy Brown, CFE, General Manager
Allen County War Memorial Coliseum
4000 Parnell Avenue

Init.

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User Notes:

(1379365177)

Fort Wayne, IN 46805

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

Pat Fitzgerald
Athletic and Performance Rigging
146 Riverside Drive
Tiffin, OH 44883-1644

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment "A"	Supplementary Conditions Table of Contents		1

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Attachment "B"	Project Manual Table of Contents		2

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Attachment "C"	Construction Drawing Index	May 9, 2011

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
N/A		

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

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User Notes:

(1414623321)

Init

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS


The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

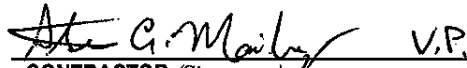
Limit of liability or bond amount (\$0.00)

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



OWNER (Signature)

Linda Bloom, Commissioner
(Printed name and title)

 V.P.

CONTRACTOR (Signature)

Steven A. Maiberger, Vice President
(Printed name and title)



OWNER (Signature)

Nelson Peters, Commissioner
(Printed name and title)



OWNER (Signature)

Therese Brown, Commissioner
(Printed name and title)

Init.

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User Notes:

(1379365177)

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