

BILL NO. S-24-11-16

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving AMENDMENT TO CONSTRUCTION MANAGER CONTRACT / RIVERFRONT PHASE IIB CONSTRUCTION PROJECT - (Guaranteed Maximum Price - \$28,298,533.00) between HAGERMAN INC. and the City of Fort Wayne, Indiana, by and through its Board of Parks Commissioners.

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

SECTION 1. That the following AMENDMENT TO CONSTRUCTION MANAGER CONTRACT / RIVERFRONT PHASE IIB CONSTRUCTION PROJECT - (Guaranteed Maximum Price - \$28,298,533.00) between HAGERMAN INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works ("Contract") which Contract was originally approved by this Common Council on April 26, 2022:

That the Guaranteed Maximum Price for the CMc Contract for Phase II-B of Riverfront Public Space Construction shall be Twenty-Eight Million Two Hundred Ninety-Eight Thousand Five Hundred Thirty-Three and 0/100 Dollars (\$28,298,533.00).

is hereby ratified, affirmed and approved in all respects. A copy of said Amended Contract are 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

SECTION 00386
SERVICE AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

1. **SERVICES.** Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. **TIME IS OF THE ESSENCE.** Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.
2. **INVOICES.** Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to Supplier against any amount owed by Supplier or any of its affiliated companies to the City.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.
4. **INDEMNITY.** Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
5. **LIMITATION OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.
6. **INSURANCE.** Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a) Worker's Compensation	per statutory requirements.
(b) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 400
Fort Wayne, IN 46802
7. **HAZARDOUS MATERIALS.** Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
8. **PROGRESS REPORTS.** The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.
9. **CONFLICT OF INTEREST.** Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.
10. **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROTECTION.** Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations, proposals, etc.
11. **CONFIDENTIALITY OF CITY INFORMATION.** Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
12. **EMPLOYER CERTIFICATION.** In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.
13. **COMPLIANCE WITH LAWS.** Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the Occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.
14. **DEFAULT.** In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.
15. **TERMINATION.** In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.
16. **WAIVER.** No action or inaction by the City shall constitute a waiver of any right or remedy.
17. **CANCELLATION.** City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.
18. **FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
19. **NOTICES.** All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.
20. **ASSIGNMENT.** Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.
21. **DISPUTE RESOLUTION.** The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.
22. **ACCESS TO RECORDS.** The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.
23. **NONDISCRIMINATION.** Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
24. **MISCELLANEOUS.** If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the

SECTION 00387
SERVICE AGREEMENT, E.B.E. RIDER

interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

(This form was last updated November 1, 2016.)



E.B.E. RIDER: Riverfront Phase IIb Construction Project
(PAS # 2024030)

E.B.E. RIDER

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as OWNER and Hagerman, Inc. hereinafter referred to as CONTRACTOR,

WITNESSETH:

WHEREAS, the CONTRACTOR is the apparent low bidder on construction project commonly referred to as the Riverfront Phase IIb Construction Project, which project was bid via email submission.

WHEREAS, CONTRACTOR agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as E.B.E.'s as subcontractors on this project is 10% of the contract amount; and

WHEREAS, OWNER has, pursuant to Executive Order 90-01 (as amended 05-08-06), adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order (as amended 05-08-06); and

WHEREAS, said Executive Order (as amended 05-08-06) states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on which he/she will provide a written description of the efforts taken to comply with the participation goals."

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditional Award - Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, OWNER awards the construction contract to the CONTRACTOR.
2. E.B.E. Retainage requirements - If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain five percent (5%) of the total amount owing to insure compliance with this E.B.E. Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the contractor has made a good faith effort to subcontract 10% of the contract amount to emerging business enterprises, the contractor will be paid in full.

In the event there is a determination that good faith compliance with this E.B.E. Rider has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this E.B.E. Rider will be made.

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the CONTRACTOR are not to exceed 95% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 5% of the total contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver - If, at the time final payment application is made, contractor has not attained the ten 10% E.B.E. goal, contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 10% E.B.E. goal.
4. Determination of Waiver Requests - The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
5. Good Faith Per Se - In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have subcontracted for every sub-contract for which there are qualified E.B.E.'s available.
6. Consequence of noncompliance - In the event the Board of Public Works approves a recommendation that contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 10% and the percentage level met. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.
7. Waiver approved - In the event the Board of Public Works determines that a good faith effort to comply with this E.B.E. Rider has been made, the contract shall not be reduced, and the balance owing to the contractor shall be paid in full.

IN WITNESS WHEREOF,

The parties have executed the E.B.E. Rider this 1st day of November, 2024.

CONTRACTOR:

BY:  Company: Hagerman, Inc.

Name Printed: BEAULIE M. SMITH

ATTEST:



Steve McDaniel, Director

Fort Wayne Parks and Recreation

Revised 2-09

**AMENDMENT III TO THE NOT-TO-EXCEED AMOUNT FOR A CONSTRUCTION MANAGER CONTRACT FOR
RIVERFRONT PUBLIC OPEN SPACE PHASE II-B BETWEEN HAGERMAN, INC. AND THE CITY OF FORT WAYNE
PARKS AND RECREATION DEPARTMENT**

WHEREAS, on April 5, 2022, the City of Fort Wayne Community Development Division ("City") entered into a Construction Manager as Constructor contract ("CMc Contract") with Hagerman, Inc. ("Hagerman") for Phase II-B of Riverfront Public Space; and

WHEREAS, on August 2, 2023, the CMc Contract was amended to establish a Guaranteed Maximum Price of One Million Four Hundred Thousand Ninety-Five Dollars (\$1,402,495) for certain construction activities that could be undertaken prior to the issuance of certain state and federal permits (the "Early Bid Package"); and

WHEREAS, on March 15, 2024, the CMc Contract was revised to reference, as Owner, City of Fort Wayne Board of Park Commissioners, by and through the Fort Wayne Department of Parks and Recreation, in-lieu of Community Development Division; and

WHEREAS, on April 8, 2024, the parties mutually determined that certain activities initially planned as part of the larger project, including certain utility work and removal of contaminated soils, could be more efficiently and economically executed as part of the Early Bid Package, at an additional cost of Two Hundred Sixty-Two Thousand Eight Hundred Forty-Four and 0/100 Dollars (\$262,844.00)

WHEREAS, on November 1, 2024, the CMc Contract was amended to establish a Guaranteed Maximum Price of Twenty-eight Million Two-hundred Ninety-eight Thousand Five Hundred Thirty-three Dollars (\$28,298,533.00) for construction activities related to Phase II-B of Riverfront Public Space, as more specifically described in the document attached hereto as Exhibit 'A' entitled "AIA Document A133 – 2019 Exhibit A: Guaranteed Maximum Price Amendment #3".

NOW, THEREFORE, THE CONSTRUCTION MANAGER CONTRACT IS HEREBY AMENDED AS FOLLOWS:

1. That the Guaranteed Maximum Price for the CMc Contract for Phase II-B of Riverfront Public Space Construction shall be Twenty-nine Million Nine Hundred Sixty-three Thousand Eight Hundred Seventy-two and 0/100 Dollars (\$29,963,872.00).
2. Except as described in the Amendment attached hereto as Exhibit 'A', all other terms and conditions of the CMc Contract shall remain unchanged.
3. This amendment shall be effective upon execution by both parties.

HAGERMAN, INC. ("Hagerman")

By: _____
Bradley M. Smith, President

Date: _____

CITY OF FORT WAYNE PARKS AND RECREATION ("City")

By: _____
Steve McDaniel, Director

Date: _____

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment #3

This Amendment dated the 5th day of November in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 5th day of April in the year 2022 (the "Agreement")

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

for the following **PROJECT:**

(Name and address or location)

Riverfront Public Open Space – Phase IIB

THE OWNER:

(Name, legal status, and address)

The City of Fort Wayne Board of Park Commissions, by and through the Fort Wayne
Department of Parks and Recreation
705 East State
Fort Wayne, Indiana 46805

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Hagerman, Inc.
510 West Washington Blvd.
Fort Wayne, Indiana 46802

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty-eight million two hundred ninety-eight thousand five hundred thirty-three dollars

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

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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and no cents (\$ 28,298,533.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Reference Attachment A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate #1	\$ 463,492.00
Alternate #2	\$ 592,926.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

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

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

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

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

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of execution of this Amendment.

☐ Established as follows:

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

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

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§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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

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

☒ By the following date: June 7, 2027

§ A.2.3.2 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 Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference Attachment B

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference Attachment C

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
N/A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Hagerman has not included General Conditions beyond the timeframe listed in the contract.
Hagerman has not included hazardous material detection or abatement.
Hagerman has not included any allowances for liquidated damages of any sort.
Hagerman has not included any allowances for rock excavation or soil stabilization of any sort.
Hagerman has not included any allowances for unknown subsurface conditions, including but not limited to organics, tanks, pre-existing buried concrete, hazardous debris, etc.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

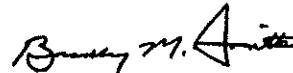
§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

Reference A.1.1.2

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

OWNER (Signature)

Garry Morr, City Controller, City of Fort Wayne
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Bradley M. Smith, President
(Printed name and title)

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Riverfront Phase 2B

Fort Wayne, IN

Construction Documents - Estimate Summary

November 1, 2024



BID PACKAGES		CD ESTIMATE	SUBCONTRACTOR / NOTES
1	Bid Package 01: Excavation / Site Work	\$ 2,412,895	Crosby Excavating
2	Bid Package 02: Hardscapes	\$ 1,779,785	Harlow Enterprises, Inc.
3	Bid Package 03: Landscaping	\$ 1,458,835	Harlow Enterprises, Inc.
4	Bid Package 04: Concrete Dock Walls / Tree Canopy Trail Foundations	\$ 4,375,456	R.L. McCoy, Inc.
5	Bid Package 05: Helical Piles	\$ -	Not Utilized
6	Bid Package 06: Site Concrete	\$ 1,880,680	Hagerman Inc.
7	Bid Package 07: Structural Steel Fabrication / Erection	\$ 6,240,000	Almet Inc.
8	Bid Package 08: General Trades	\$ 3,360,800	Hagerman Inc.
9	Bid Package 09: Electrical	\$ 932,800	Hambrock Electric
10	Bid Package 10: Way Finding Signage / Donor Directed Signage	\$ 172,008	Paint the Town Graphics
HARD COST SUBTOTAL		\$ 22,613,259	
SOFT COSTS			
11	Construction Contingency	\$ 1,130,663	Calculated on all costs above, to be carried during construction.
12	Construction Services / Staffing	\$ 1,072,494	Based on a 27 month total duration.
13	Temp Fencing Rental	\$ 78,200	This is additional costs due to schedule extension to June 2027.
14	Insurance	\$ 248,946	Calculated on all costs above.
15	Payment & Performance Bond	\$ 248,946	Calculated on all costs above Insurance.
16	Construction Manager Fee	\$ 1,003,004	Fee based on original proposal.
17	General Conditions (pass through costs)	\$ 846,603	Based on 27 months of total construction plus down time from October 2024 through March 2025.
SOFT COST SUBTOTAL		\$ 4,628,856	
BASE BID TOTAL		\$ 27,242,115	
	Alt #1: Inclusion of Wedge Scope in the Project	\$ 463,492	Inclusive of all applicable fees.
	Alt #2: Inclusion of Wells Street Scope in the Project	\$ 592,926	Inclusive of all applicable fees.
ALTERNATES TOTAL		\$ 1,056,418	
CD ESTIMATE TOTAL INCLUDING ALTERNATES		\$ 28,298,533	
OTHER RELATED COSTS			
1	Wetland Mitigation Allowance	\$ 738,000	To be carried by Owner, costs shown for representative purposes only.
2	Costs to Date From Early Packages	\$ 1,444,535	Based on September Billing.
3	Remaining Gleave Costs to be Billed From Early Release Package	\$ 64,579	Includes CM Fee.



Hagerman, Inc.

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Title Page	1	09/16/24	09/16/24	100% CDs for Bidding
000110	Table of Contents	1	09/16/24	09/16/24	100% CDs for Bidding
01 - General Requirements					
01 13 00	Delegated Design Requirements	0	09/16/24	09/16/24	100% CDs for Bidding
01 41 26	Storm Water Pollution Prevention Plan and Permit	1	09/16/24	09/16/24	100% CDs for Bidding
01 52 00	Construction Facilities	1	09/16/24	09/16/24	100% CDs for Bidding
01 55 26	Maintenance and Protection of Traffic	1	09/16/24	09/16/24	100% CDs for Bidding
01 56 39	Temporary Tree and Plant Protection	1	09/16/24	09/16/24	100% CDs for Bidding
01 57 00	Temporary Controls	1	09/16/24	09/16/24	100% CDs for Bidding
01 78 39	Record Project Documents	1	09/16/24	09/16/24	100% CDs for Bidding
02 - Existing Conditions					
02 41 13	Selective Site Demolition and Removals	2	09/16/24	09/16/24	100% CDs for Bidding
03 - Concrete					
03 30 00	Cast-In-Place Concrete	1	09/16/24	09/16/24	100% CDs for Bidding
03 30 01	Cast-In-Place Concrete - Sitework	1	09/16/24	09/16/24	100% CDs for Bidding
03 45 01	Architectural Precast Concrete - Sitework	1	09/16/24	09/16/24	100% CDs for Bidding
04 - Masonry					
04 43 02	Stone Masonry - Sitework	1	09/16/24	09/16/24	100% CDs for Bidding
05 - Metals					
05 12 00	Structural Steel Framing	2	10/07/24	10/08/24	Addendum #1
05 12 13	Architecturally-Exposed Structural Steel Framing	1	09/16/24	09/16/24	100% CDs for Bidding
05 50 01	Metal Fabrications - Sitework	1	09/16/24	09/16/24	100% CDs for Bidding
05 53 00	Metal Grating	0	09/16/24	09/16/24	100% CDs for Bidding
05 59 01	Metal Edging	1	09/16/24	09/16/24	100% CDs for Bidding
05 73 00	Decorative Metal Handrails and Guardrails	1	09/16/24	09/16/24	100% CDs for Bidding
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	1	09/16/24	09/16/24	100% CDs for Bidding
06 10 54	Exterior Rough Carpentry	1	09/16/24	09/16/24	100% CDs for Bidding
06 15 00	Wood Decking	1	09/16/24	09/16/24	100% CDs for Bidding
06 20 14	Custom Fabricated Wood Seating	1	09/16/24	09/16/24	100% CDs for Bidding
07 - Thermal and Moisture Protection					
07 92 01	Exterior Joint Sealants - Sitework	1	09/16/24	09/16/24	100% CDs for Bidding



Hagerman, Inc.

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Fort Wayne, Indiana

Number	Description	Revision	Issued Date	Received Date	Set
09 - Finishes					
09 91 13	Painting for Exterior Building Improvements	0	09/16/24	09/16/24	100% CDs for Bidding
10 - Specialties					
10 14 30	Exterior Signage	1	09/16/24	09/16/24	100% CDs for Bidding
26 - Electrical					
26 05 05	General Provisions for Electrical Systems	1	09/16/24	09/16/24	100% CDs for Bidding
26 05 19	Low Voltage Electrical Power Conductors and Cables	1	09/16/24	09/16/24	100% CDs for Bidding
26 05 26	Grounding and Bonding for Electrical Systems	1	09/16/24	09/16/24	100% CDs for Bidding
26 05 29	Hangers and Supports for Electrical Systems	1	09/16/24	09/16/24	100% CDs for Bidding
26 05 33	Raceways and Boxes for Electrical Systems	1	09/16/24	09/16/24	100% CDs for Bidding
26 05 43	Underground Ducts and Raceways for Electrical Systems	1	09/16/24	09/16/24	100% CDs for Bidding
26 05 53	Identification for Electrical Systems	1	09/16/24	09/16/24	100% CDs for Bidding
26 05 73	Electrical Power Distribution System Studies	1	09/16/24	09/16/24	100% CDs for Bidding
26 09 23	Lighting Control Devices	1	09/16/24	09/16/24	100% CDs for Bidding
26 24 16	Panelboards	1	09/16/24	09/16/24	100% CDs for Bidding
26 27 26	Wiring Devices	1	09/16/24	09/16/24	100% CDs for Bidding
26 43 13	Surge Protection Devices	1	09/16/24	09/16/24	100% CDs for Bidding
26 56 00	Exterior Lighting	1	09/16/24	09/16/24	100% CDs for Bidding
31 - Earthwork					
31 05 16	Aggregates for Earthwork	1	09/16/24	09/16/24	100% CDs for Bidding
31 10 00	Site Clearing	1	09/16/24	09/16/24	100% CDs for Bidding
31 20 00	Earthwork	1	09/16/24	09/16/24	100% CDs for Bidding
31 23 17	Specialized Root Zone and Soil Excavation	1	09/16/24	09/16/24	100% CDs for Bidding
31 23 19	Dewatering	1	09/16/24	09/16/24	100% CDs for Bidding
31 25 13	Erosion Control	1	09/16/24	09/16/24	100% CDs for Bidding
31 35 00	Geotextiles and Slope Stabilization Assembly	1	09/16/24	09/16/24	100% CDs for Bidding
31 50 00	Excavation Support and Protection	1	09/16/24	09/16/24	100% CDs for Bidding
31 62 16	Steel Piles	1	09/16/24	09/16/24	100% CDs for Bidding
32 - Exterior Improvements					
32 12 16	Asphalt Paving	1	09/16/24	09/16/24	100% CDs for Bidding
32 13 13	Concrete Paving	1	09/16/24	09/16/24	100% CDs for Bidding
32 14 13	Concrete Unit Paving	1	09/16/24	09/16/24	100% CDs for Bidding
32 14 44	Reinforced Grass Paving	1	09/16/24	09/16/24	100% CDs for Bidding
32 14 45	Permeable Unit Paving	1	09/16/24	09/16/24	100% CDs for Bidding
32 15 42	River Rock	0	09/16/24	09/16/24	100% CDs for Bidding
32 15 43	Stabilized Stone Dust Surfacing	1	09/16/24	09/16/24	100% CDs for Bidding
32 16 00	Curbs, Gutters, Sidewalks, Ramps and Driveways	1	09/16/24	09/16/24	100% CDs for Bidding



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Number	Description	Revision	Issued Date	Received Date	Set
32 17 00	Paving Specialties	1	09/16/24	09/16/24	100% CDs for Bidding
32 18 13	Synthetic Grass Surfacing	1	09/16/24	09/16/24	100% CDs for Bidding
32 31 19	Sluice Gate Utility Screen	1	09/16/24	09/16/24	100% CDs for Bidding
32 33 00	Manufactured Site Furnishings	1	09/16/24	09/16/24	100% CDs for Bidding
32 80 00	Irrigation System	1	09/16/24	09/16/24	100% CDs for Bidding
32 91 15	Planting Soils	1	09/16/24	09/16/24	100% CDs for Bidding
32 91 19	Landscape Grading	1	09/16/24	09/16/24	100% CDs for Bidding
32 92 00	Lawns and Grasses	1	09/16/24	09/16/24	100% CDs for Bidding
32 92 22	Native Meadow Seeding	1	09/16/24	09/16/24	100% CDs for Bidding
32 93 00	Planting	1	09/16/24	09/16/24	100% CDs for Bidding
32 94 00	Modular Suspended Pavement System	1	09/16/24	09/16/24	100% CDs for Bidding
33 - Utilities					
33 05 13	Manholes and Structures	1	09/16/24	09/16/24	100% CDs for Bidding
33 11 00	Water Piping Installation	1	09/16/24	09/16/24	100% CDs for Bidding
33 41 13	Storm Drainage Structures	1	09/16/24	09/16/24	100% CDs for Bidding
33 46 00	Subdrainage	1	09/16/24	09/16/24	100% CDs for Bidding
33 46 10	Planting Underdrain System	1	09/16/24	09/16/24	100% CDs for Bidding
33 47 32	Bioretention Construction	1	09/16/24	09/16/24	100% CDs for Bidding
33 49 15	Drains, Grates and Frames	1	09/16/24	09/16/24	100% CDs for Bidding



Hagerman, Inc.

Current Drawings

Drawing No.		Drawing Title		Revision		Drawing Date		Received Date		Set	
General											
	Cover Sheet					3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	L001	SHEET INDEX				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
Civil											
	C001	GENERAL NOTES				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C002	MAINTENANCE OF TRAFFIC				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C003	MAINTENANCE OF TRAFFIC				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C100	EXISTING CONDITION/DEMOLITION PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C102	EXISTING CONDITION/DEMOLITION PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C103	EXISTING CONDITION/DEMOLITION PLAN				4	10/17/2024	10/17/2024	Addendum #2 (10/17/24)		
	C104	EXISTING CONDITION/DEMOLITION PLAN				4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C105	EXISTING CONDITION/DEMOLITION PLAN				4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C200	SITE LAYOUT PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C202	SITE LAYOUT PLAN				4	10/07/2024	10/08/2024	Addendum #1 (10/07/24)		
	C203	SITE LAYOUT PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C204	SITE LAYOUT PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C205	SITE LAYOUT PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C300	UTILITY PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C302	UTILITY PLAN				4	10/07/2024	10/08/2024	Addendum #1 (10/07/24)		
	C303	UTILITY PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C304	UTILITY PLAN				4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C305	UTILITY PLAN				4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C404	GRADING PLAN				4	10/07/2024	10/08/2024	Addendum #1 (10/07/24)		
	C405	GRADING PLAN				4	10/07/2024	10/08/2024	Addendum #1 (10/07/24)		
	C406	GRADING PLAN				4	10/07/2024	10/08/2024	Addendum #1 (10/07/24)		
	C407	GRADING PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C409	GRADING PLAN				4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C410	GRADING PLAN				4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C411	GRADING PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C412	GRADING PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C413	GRADING PLAN				4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C414	GRADING PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C415	GRADING PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		
	C416	GRADING PLAN				3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)		



Hagerman, Inc.

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C417	GRADING PLAN	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C502	STORM PLAN AND PROFILE	6	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C503	STORM PLAN AND PROFILE	6	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C504	STORM PLAN AND PROFILE	4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C505	NORTHLAWN SEATWALL DRAINAGE	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C550	CROSS SECTION LAYOUT	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C551	CROSS SECTIONS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C552	CROSS SECTIONS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C553	CROSS SECTIONS	4	10/07/2024	10/08/2024	Addendum #1 (10/07/24)
C554	CROSS SECTIONS TEMP. IMPACTS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C600	MISCELLANEOUS DETAILS	4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C601	MISCELLANEOUS DETAILS	4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C602	MISCELLANEOUS DETAILS	4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C603	MISCELLANEOUS DETAILS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C604	MISCELLANEOUS DETAILS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C605	MISCELLANEOUS DETAILS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C606	MISCELLANEOUS DETAILS	4	10/07/2024	10/08/2024	Addendum #1 (10/07/24)
C607	MISCELLANEOUS DETAILS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C608	MISCELLANEOUS DETAILS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C650	STORMWATER POLLUTION PREVENTION PLAN	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C652	STORMWATER POLLUTION PREVENTION PLAN	3	10/07/2024	10/08/2024	Addendum #1 (10/07/24)
C653	STORMWATER POLLUTION PREVENTION PLAN	3	10/17/2024	10/17/2024	Addendum #2 (10/17/24)
C654	STORMWATER POLLUTION PREVENTION PLAN	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C655	STORMWATER POLLUTION PREVENTION PLAN	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C656	STORMWATER POLLUTION PREVENTION PLAN DETAILS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C657	STORMWATER POLLUTION PREVENTION PLAN DETAILS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
C658	STORMWATER POLLUTION PREVENTION PLAN NOTES	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
Landscape					
L100	Site Key Plan	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L200	Materials - Schedule	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L220	Materials - Wedge Embankment	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L230	Materials - Wells Street	3	10/17/2024	10/17/2024	Addendum #2 (10/17/24)
L240	Materials - Esplanade And Canopy Trail	4	10/17/2024	10/17/2024	Addendum #2 (10/17/24)
L241	Materials - Cascading Stair Enlargement	4	10/17/2024	10/17/2024	Addendum #2 (10/17/24)
L242	Materials - Rough Stone Getdown Enlargement	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L244	Materials - Esplanade Paving	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L245	Materials - Esplanade Paving Enlargement	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L246	Materials - Esplanade Paving Enlargement	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)



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Fort Wayne, Indiana

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L247	Materials - Esplanade Paving Enlargement	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L248	Materials - Esplanade Paving Enlargement	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L249	Materials - Esplanade Paving Enlargement	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L250	Materials - North Lawn	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L320	Layout Plan - Wedge Embankment	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L321	Layout Plan - Wedge Embankment	0	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L330	Layout Plan - Wells Street	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L340	Layout Plan - Esplanade	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L341	Layout Plan - Esplanade	0	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L342	Layout Plan - Esplanade	4	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L350	Layout Plan - North Lawn	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L351	Layout Plan - North Lawn	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L352	Layout Plan - North Lawn	0	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L353	Layout Plan - North Lawn	0	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L354	Layout Plan - North Lawn Amphitheater	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L600	Hardscape Details	6	10/21/2024	10/21/2024	Addendum #3 (10/21/24)
L601	Hardscape Details	4	10/21/2024	10/21/2024	Addendum #3 (10/21/24)
L602	Hardscape Details	4	10/21/2024	10/21/2024	Addendum #3 (10/21/24)
L604	Hardscape Details	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L605	Hardscape Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L610	Site Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L611	Site Details	4	10/21/2024	10/21/2024	Addendum #3 (10/21/24)
L615	Site Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L617	Site Details	3	10/21/2024	10/21/2024	Addendum #3 (10/21/24)
L619	Site Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L620	Site Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L621	Site Details	4	10/17/2024	10/17/2024	Addendum #2 (10/17/24)
L622	Furnishing Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L623	Boulder Mound Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L624	Utility Screen Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L625	Sluice Gate Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L626	Sluice Gate Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L628	Sluice Gate Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L629	Sluice Gate Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L631	Canopy Trail Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L632	Railing Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L634	Boat Dock Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L635	Rain Garden Details	1	10/21/2024	10/21/2024	Addendum #3 (10/21/24)



Hagerman, Inc.

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L690	Furnishing Details	4	10/07/2024	10/08/2024	Addendum #1 (10/07/24)
L691	Furnishing Details	4	10/17/2024	10/17/2024	Addendum #2 (10/17/24)
L693	Furnishings Details	4	10/21/2024	10/21/2024	Addendum #3 (10/21/24)
L694	Furnishings Details	4	10/21/2024	10/21/2024	Addendum #3 (10/21/24)
L695	Site Stair Details	4	10/21/2024	10/21/2024	Addendum #3 (10/21/24)
L696	Site Stair Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L697	Site Stair Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L820	Groundcover Planting - Wedge Embankment	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L821	Tree And Shrub Planting - Wedge Embankment	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L830	Ground Cover Planting - Wells Street	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L831	Tree And Shrub Planting - Wells Street	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L840	Groundcover Planting - Esplanade	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L841	Tree and Shrub Planting - Esplanade Canopy Trail	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L842	Esplanade - Ground Cover Planting Enlargement	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L843	Esplanade - Ground Cover Planting Enlargement	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L844	Esplanade - Shrub Planting Plan Enlargement	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L845	Esplanade - Shrubs Planting Plan Enlargement	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L846	Plant Protective Fence - Esplanade	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L847	Soils Plan - Esplanade	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L850	Groundcover Planting - North Lawn	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L851	Tree And Shrub Planting - North Lawn	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L852	Protection Fencing - North Lawn	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L853	Soils Plan - North Lawn	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L880	Plant Schedule	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L881	Plant Schedule	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L890	Planting Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L891	Planting Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L892	Planting Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
L893	Planting Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
Structural					
S101	General Structural Notes	4	10/21/2024	10/21/2024	Addendum #3 (10/21/24)
S102	Typical Foundation Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S201	Site Structural Plan - Esplanade	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S202	Site Structural Plans - North Lawn	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S301	Cascading Steps Site Foundation Plan	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S311	Cascading Steps Foundation Details - 01	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S312	Cascading Steps Foundation Details - 02	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S313	Cascading Steps Foundation Details - 03	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)



Hagerman, Inc.

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S314	Cascading Steps Foundation Details -04	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S401	Partial Canopy Trail Foundation Plan - 01	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S402	Partial Canopy Trail Foundation Plan - 02	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S403	Partial Canopy Trail Foundation Plan - 03	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S404	Partial Canopy Trail Foundation Plan - 04	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S411	Partial Canopy Trail Framing Plan - 01	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S412	Partial Canopy Trail Framing Plan - 02	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S413	Partial Canopy Trail Framing Plan - 03	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S414	Enlarged Canopy Trail Framing Plan	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S421	Enlarged Canopy Trail Framing Plan	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S431	Canopy Trail Foundation Details - 01	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S432	Canopy Trail Foundation Details - 02	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S433	Canopy Trail Foundation Details - 03	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S441	Canopy Trail Framing Details - 02	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S442	Canopy Trail Framing Details - 02	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S443	Canopy Trail Framing Details - 03	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S444	Canopy Trail Framing Details - 04	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S501	North Lawn Dock / Seawall / Site Wall	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
S511	Dock / Seawall Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
Electrical					
E220	Electrical Plan - Wedge Embankment	4	10/17/2024	10/17/2024	Addendum #2 (10/17/24)
E230	Electrical Plan - Wells Street	4	10/17/2024	10/17/2024	Addendum #2 (10/17/24)
E240	Electrical Plan - Schaab Esplanade	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
E250	Electrical Plan - North Bank	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
E500	Riser Diagram and Schedule	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
E600	Electrical Details	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
E601	Electrical Details	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
Wayfinding					
W101	WAYFINDING SIGNAGE	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W102	WAYFINDING SIGNAGE	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W106	WAYFINDING SIGNAGE	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W107	WAYFINDING SIGNAGE	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W108	WAYFINDING SIGNAGE	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W109	WAYFINDING SIGNAGE	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W201	PUMP STATION BUILDING GRAPHICS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W202	PUMP STATION BUILDING GRAPHICS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W203	PUMP STATION BUILDING GRAPHICS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W204	PUMP STATION BUILDING GRAPHICS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)



Hagerman, Inc.

Printed on Mon Nov 4, 2024 at 07:00 pm EST

Job #: 221959Q Riverfront Phase II

Fort Wayne, Indiana

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
W205	PUMP STATION BUILDING GRAPHICS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W304	SLUICE GATE SCREENS	2	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W305	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W306	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W307	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W308	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W309	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W310	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W311	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W312	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W313	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W314	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W325	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W326	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W327	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W328	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W329	SLUICE GATE SCREENS	3	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)
W400	INTERPRETIVE GRAPHICS	2	10/17/2024	10/17/2024	Addendum #2 (10/17/24)
W401	INTERPRETIVE GRAPHICS	1	09/16/2024	09/16/2024	100% CDs for Bidding (09/16/24)

MEMORANDUM

To: City Council Members, City of Fort Wayne
From: Steve Schuhmacher
CC: File
Subject: Council Approval for Parks Department Riverfront Phase 2b Project
Date: November 4, 2024

This is a request for approval of an amended contract with our Construction Manager as Constructor (CMc), Hagerman Inc., for construction services for Riverfront Phase IIb Project. The CMc will enter into an amended contract to serve as the construction manager during the construction of the Project. The CMc will assume the risk of delivering the Project through a Guaranteed Maximum Price (GMP) contract. The CMc will be responsible for construction means and methods, and collaborated with Fort Wayne Parks to determine prequalified subcontractors to solicit bids from prequalified subcontractors to perform the work. The bid package consisted of ten total base bids and two alternate bids for 1st tier contractors to bid on.

Funding Source: Redevelopment Authority 2022 Bond, READI Grant, Supplemental LIT Funds

Council Approval:

Bids for this project were received on behalf of the Board of Park commissioners on October 25th by Hagerman Inc. from qualified contractors and sub-contractors. Bids were received at the offices of the Fort Wayne Parks and Recreation Department.

After review of the base bids and all alternates, we would like to recommend acceptance of the Guaranteed Maximum Price (GMP) from Hagerman Inc. in the amount of \$28,298,533.00.

At this time, I would like to request approval of an amended contract for \$28,298,533.00 with Hagerman Inc. Please see the attached bid tab sheet for details.

Thank you in advance.

Steve Schuhmacher
Deputy Director
Fort Wayne Parks and Recreation