

1 **BILL NO. S-22-04-08**

2 SPECIAL ORDINANCE NO. S-51-22

3
4 AN ORDINANCE approving a CONSTRUCTION
5 CONTRACT for RIVERFRONT PUBLIC OPEN
6 SPACE PHASE IIA - RESOLUTION/WORK ORDER
7 #109-3-22-22-1 between HAMILTON HUNTER
8 BUILDERS, INC. and the City of Fort Wayne, Indiana,
9 in connection with the Board of Public Works.

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

12 **SECTION 1.** That the CONSTRUCTION CONTRACT —
13 RIVERFRONT PUBLIC OPEN SPACE PHASE IIA- RESOLUTION/WORK
14 ORDER #109-3-22-22-1 by and between HAMILTON HUNTER BUILDERS, INC.
15 and the City of Fort Wayne, Indiana, in connection with the Board of Public Works,
16 is hereby ratified, and affirmed and approved in all respects, respectfully for:

17 All labor, insurance, material, equipment, tools, power,
18 transportation, miscellaneous equipment, etc., necessary to
19 construct the park space along the south side of the St. Marys
20 riverfront located between Promenade and Headwaters Parks.
21 The proposed improvements include bank stabilization, new
walkways, plantings, lighting, site furnishings, seatwalls, and
utility improvements along with replacement of an existing
retaining wall;

22 involving a total cost of TWO MILLION THREE HUNDRED NINETY-TWO
23 THOUSAND FIVE HUNDRED EIGHTEEN AND 00/100 DOLLARS -
24 (\$2,392,518.00). A copy of said Contract is on file with the Office of the City Clerk
25 and made available for public inspection, according to law.
26
27
28
29
30

Bid Tabulation

Project: Riverfront Phase II-A

Bid Date: 03/31/22

RES. NO. / W.O 109-3-22-22-1

Estimate

LINE NO.	ITEM CODE	ITEM	PLAN QTY	UNIT	Estimate		AMOUNT Est.(\$)	UNIT COST (\$)	AMOUNT (\$)	BIDDER: Hamilton Hunter Builders, Inc.		BIDDER: Hagerman Construction		BIDDER: RES Midwest Solutions	
					UNIT COST Est.(\$)	AMOUNT (\$)				UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1		Park Improvements	1	LS	\$1,985,000.00	\$1,985,000.00	\$1,985,000.00	\$2,377,518.00	\$2,377,518.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2		Work Allowance	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	0		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	0		0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:								\$2,000,000.00	\$2,392,518.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

% over % under

19.63% % over
0.00% % under

0.00% % over
100.00% % under

0.00% % over
100.00% % under



Notice of Award

04/04/22

Project: **Riverfront Phase II-A**

Owner: **City of Fort Wayne Board of Works**

Resolution/ Work Order: **109-3-22-22-1**

Bidder: **Hamilton Hunter Builders, Inc.**

Bidders Address: **915 Lafayette Street**
Fort Wayne, IN 46802

You are notified that your Bid dated 03/31/22 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Riverfront Phase II-A.

The park space along the St. Mary's riverfront located between Promenade and Headwaters Parks. The proposed improvements include new walkways, plantings, lighting, site furnishings, seatwalls, and utility improvements along with removing and replacing the existing wall.

The Contract Price of your Contract is \$2,392,518.00 .

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

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

1. Deliver to the Owner [1] fully executed counterparts of the Construction Contract.
2. Deliver with the executed Agreement the Contract security [Bonds] as specified in the Instructions to Bidders.
 - a. Performance Bond
 - b. Payment Bond
 - c. Certificates of Insurance
3. Deliver evidence of successful Bidder's Affirmative Action Plan; OR, executed City of Fort Wayne Affirmative Action Program document, pursuant to Article 19 of the Instructions to Bidders.
4. Deliver executed Drug Policy Acknowledgement Form.
5. Deliver executed E-Verify Affidavit

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

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



CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Notice of Award

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Date: _____

CONSTRUCTION CONTRACT
Riverfront Phase II-A (the "Project")

THIS Construction Contract ("Contract") is made and entered into this 1st day of April, 2022 (the Effective Date), by and between **Hamilton Hunter Builders, Inc.** (the "Contractor") and the **City of Fort Wayne Community Development** (the "City") (each a "Party" and collectively the "Parties");

WITNESSETH, that the Contractor and City for the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. **Scope of Work.** The work on the Project (the "Work") shall include all items specified in the Contract Documents for the Project as provided in Section 6 of this Contract, and including any previously approved or future change orders.
2. **Notice to Proceed and Completion of Work.** Notice to proceed will be executed through the Board of Public Works. The Contractor shall not begin any Work for the Project until there is a signed notice and all bonds have been sent to Community Development and/or City of Fort Wayne Contract Compliance. The Work will start not later than Thirty (30) days following the signing of the Notice to Proceed, and shall complete the Work as specified in the Contract Documents.
3. **Contract Price.** The contract price of this Contract shall be:

Base Bid \$ 2,392,518.00

Total Contract Price (the "Contract Price") **\$ 2,392,518.00**

4. **Progress and Final Payments.** See the sections in the Bid and Contract Documents on Progress Payments, Completion Affidavit and Final Payment.
5. **Retainage Option and Escrow Agreement.**
 - A. **Retainage.** An amount equal to five percent (5%) of the dollar value of all Work satisfactorily completed will be withheld from each payment (the "Retainage") until the Work is fully complete and the Contractor has complied with all requirements of the Contract Documents and this Contract, at which time the Retainage or the balance thereof will be paid to the Contractor.
 - B. **Retainage Escrow.** Where the Contract Price is \$200,000 or less, the Retainage will be held by the City. The City will not pay interest and will not charge management or other fees on Retainage. Where the Contract Price exceeds \$200,000, the Contractor must elect to have the Retainage held by one of the following means (Contractor mark one):
 1. Held by the City; or
 2. a Deposited in an escrow account with one of the following as the escrow agent: (a) a bank, or (b) a savings and loan institution, or (c) the State of Indiana. If the Contractor elects this option No. 2, the Contractor and City will enter into an escrow agreement as provided in the Bid and Contract Documents.
6. **Contract Documents.** The "Contract Documents" consist of this Contract and the following:

- A. Contractor's Bid Form dated 3-31-22 (attached by reference).
 - B. Addenda number(s) 1 through 7 (attached by reference).
 - C. Bid and Contract Documents titled Riverfront Phase II-A, dated 3-31-22 (attached by reference).
 - D. Technical Specifications titled special provisions, dated 3-31-22, prepared by JPR and Holly Jo Petzak (attached by reference).
 - E. Construction Drawings titled Riverfront Phase II-A, dated 2-23-22, prepared by JPR (attached by reference).
7. **Contract Submittals.** The Contractor's initials on the following entries indicate that the associated documents have already been submitted or are being submitted to the City at Contract signing. Enter "N/A" if an item is not applicable to this Contract.
- A. All Contracts:
 - 1. Current balance sheet and income statement, unless both were already on file with the City and were less than one (1) year old on the bid opening date.
 - 2. IRS Form W-9, unless a W-9 is already on file with the City and all information on the form is current.
 - 3. Contractor's list of subcontractors, suppliers and service providers (may be provided later, prior to the start of Work).
 - 4. A City *Affirmative Action Program and Certification of Non-Segregated Facilities*, available at <https://www.cityoffortwayne.org/affirmative-action.html>, unless both were already on file in the City's Office of Vendor Compliance and were less than one (1) year old on the bid opening date.
 - 5. Proof of insurance including Worker's Compensation Insurance, as provided in the Bid and Contract Documents.
 - 6. Acknowledgment of receipt of a copy of the *City of Ft. Wayne Drug and Alcohol Testing Procedures*.
 - B. Contracts exceeding \$50,000:
 - 1. A City *Vendor Disclosure Statement*, unless one is already on file with the City for the current calendar year and all information on the form is current.
 - C. Contracts exceeding \$150,000:
 - 1. Either a State of Indiana *Form 96*, or a City *Certificate in Lieu of Financial Statement* if a Form 96 is already on file with the City, is current, and was less than one (1) year old on the bid opening date.
 - 2. Contractor's written plan for drug testing.
 - D. Contracts exceeding \$200,000:

1. _____ Payment Bond in an amount equal to the Contract Price.
2. _____ Performance Bond in an amount equal to the Contract Price.
3. _____ A City *Retainage Escrow Agreement* if the Contractor elects to have retainage held by an eligible entity other than the City.

E. Contracts exceeding \$300,000:

1.  Proof of qualification of the Contractor and its subcontractors by the State of Indiana.

8. **Insurance.** The Contractor shall maintain for itself and will insure that each subcontractor maintains the required minimum insurance specified in the Bid and Contract Documents.
9. **Limitation of Liability.** To the fullest extent permitted by law, the Contractor hereby agrees to indemnify, defend and hold harmless the City, and their respective officers, directors, members, employees, representatives, agents, departments and divisions (each an "Indemnitee" and collectively the "Indemnitees") from and against all claims, demands, actions, causes of action, losses, liabilities, fines, penalties, costs and expenses of every kind and nature, including legal costs and reasonable attorneys' fees, at any time asserted against or incurred by the Indemnitees or any Indemnitee, which is directly or indirectly related to (a) the performance or failure to perform under the Contract by the Contractor or any of Contractor's employees, representatives, agents or subcontractors, or (b) the breach by the Contractor of any term or provision of this Contract. The indemnification covenants of the Contractor contained herein shall survive the expiration or termination of the Contract for any reason.
10. **E-Verify Affidavit.** The Contractor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). The Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists. The person who signs this Contract on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien.
11. **Certification of Use of United States Steel and Foundry Products.** Except as determined otherwise by the City pursuant to IC 5-16-8, the person who signs this Contract certifies on behalf of the Contractor and its subcontractors that only steel or foundry products made in the United States shall be used or supplied in the performance of the Contract.
12. **Jurisdiction and Venue.** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Any cause of action brought by either Party hereto shall be filed in and be heard by a court of applicable jurisdiction in Allen County, Indiana.
13. **Modification.** Any modification of this Contract or additional obligation assumed by either Party in connection with this Contract shall be binding only if evidenced in writing and executed by an authorized representative of each Party.

14. **Successors and Assigns.** Neither Party may sell, assign, transfer or otherwise dispose of this Contract or its interest therein without obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Contract binds the respective permitted successors and assigns and they shall become bound for the full performance of this Contract until the expiration thereof.
15. **Entire Contract.** This Contract supersedes any and all other contracts, either oral or in writing between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter, and each party to this Contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Contract shall be valid or binding.
16. **Severability.** If any provision, covenant, agreement or portion of this Contract or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Contract.
17. **Effective Date.** The "Effective Date" shall be the date of the last dated signature on this Contract, and that date shall be entered in the first paragraph of this Contract.
18. **Correspondence and Communications to:**

CITY

Holly Jo Petzak, CD Manager
City of Fort Wayne Community Development
200 East Berry Street, Suite 320
Fort Wayne, Indiana 46802
Direct phone: 260-427-2775
Holly.petzak@cityoffortwayne.org

CONTRACTOR

Holly Hunter, President
Hamilton Hunter Builders, Inc.
915 Lafayette Street
Fort Wayne, Indiana 46802
Phone: 260-423-3577
hhunter@hamiltonhunterbuilders.com

[Remainder of page intentionally left blank; signature page follows]

ACKNOWLEDGMENT

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 1st day of April, 2022 personally appeared the within named Holly Hunter who being by me first duly sworn upon his oath says that she is the President of Hamilton Hunter Builders, Inc. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



JANET E MURRAY, Notary Public
Allen County, State of Indiana
Commission Number NP0737431
My Commission Expires November 14, 2029

Janet E Murray
Notary Public

Janet E Murray
Printed Name of Notary

My Commission Expires: 11/14/2029

Resident of Allen County.

ACKNOWLEDGMENT

STATE OF INDIANA)
SS:)
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this ___ day of _____, 20___ personally appeared the within named **Thomas C. Henry, Shan Gunawardena, Kumar Menon, Chris Guerrero, and Michelle Fulk-Vondran**, by me personally known, who being by me duly sworn said that they are respectively the **Mayor of the City of Fort Wayne, and Chairman, Members, and Clerk of the Board of Public Works of the City of Fort Wayne, Indiana**, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said **City** for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County.

IN WITNESS WHEREOF, the Parties have executed this instrument on the date first written above.

CONTRACTOR

By: 
SIGNATURE

Holly Hunter
PRINTED NAME

President
TITLE

04/01/2022
DATE

OWNER

CITY OF FORT WAYNE

By: _____
THOMAS C. HENRY, MAYOR

BOARD OF PUBLIC WORKS

BY: _____
SHAN GUNAWARDENA, CHAIR

BY: _____
KUMAR MENON, MEMBER

BY: _____
CHRIS GUERRERO, MEMBER

ATTEST: _____
MICHELLE FULK-VONDRAN, CLERK

DATE: _____
(Date signed by Board)

*This instrument prepared by Holly Jo Petzak, CD Manager,
Community Development, 200 East Berry Street, Suite 320, Fort Wayne, Indiana 46802.*

CITY OF FORT WAYNE, INDIANA

Hamilton Hunter Builders, Inc.

(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5%

(ii) Distributable income share exceeding 5%

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

Name: Holly Hunter Name: _____

Address: 915 Lafayette Street, Fort Wayne, IN 46802 Address: _____

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

sole proprietorship stock

partnership interest units (LLC)

other (explain) _____

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

Name: Holly Hunter 100 %

Name: _____ %

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:
Yes _____ No X

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

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

Kettler Park Pavilion Improvements Project #221011

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

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

Powell Park Improvements

McKinnie Commons Improvements

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: N/A

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

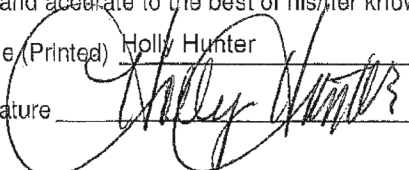
- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

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

Hamilton Hunter Builders, Inc.	915 Lafayette Street, Fort Wayne, IN 46802
(Name of Vendor)	Address
	(260) 423-3577
	Telephone
	hhunter@hamiltonhunterbuilders.com
	E-Mail Address

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

Name (Printed) <u>Holly Hunter</u>	Title <u>President</u>
Signature 	Date <u>01/20/2022</u>

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

DIGEST SHEET

TITLE OF ORDINANCE. An Ordinance approving a construction contract for Riverfront Public Open Space Phase IIA – Resolution/Work Order #109-3-22-22-1 between Hamilton Hunter Builders and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

DEPARTMENT REQUESTING RESOLUTION. Community Development

SYNOPSIS OF ORDINANCE. Approves a contract for construction of Riverfront Public Open Space Phase IIA between Hamilton Hunter Builders, Inc. and the City of Fort Wayne, Indiana in connection with the Board of Public Works. The contract amount is \$2,392,518.00.

EFFECT OF PASSAGE. Hamilton Hunter Builders, Inc. will be responsible for constructing Riverfront Public Open Space Phase IIA which is the park space along the south side of the St. Marys riverfront located between Promenade and Headwaters Parks. The proposed improvements include bank stabilization, new walkways, plantings, lighting, site furnishings, seatwalls, and utility improvements along with replacement of an existing retaining wall. Construction will start in May, 2022 and will be completed by November 30, 2022.

EFFECT OF NON-PASSAGE. Without approval of this contract, construction of this project will not move forward. The site is currently a construction staging area for the private development located on the south side of the project site and the majority of the site is covered in stone. The City has committed to completing this project by the end of 2022 to coincide with the completion of the private development. Without approval of this contract, the commitment will not be met.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS). \$2,392,518.00 will come from Local Income Tax: Riverfront. The Local Income Tax increase approved by Council in 2017 and subsequent budgets have contemplated expenditures for engineering, design and planning work necessary for phases 2 and 3 of riverfront development.

ASSIGNED TO COMMITTEE (PRESIDENT). _____



COMMUNITY DEVELOPMENT

Vibrant. Prosperous. Growing.

Thomas C. Henry, Mayor

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne, IN 46802

260 427-1127 fwcommunitydevelopment.org

MEMO

To: City of Fort Wayne Common Council

Copy: City of Fort Wayne Community Development Division

From: Stacy Haviland, Community Development Administrator, 427-2147

Subject: Council Approval of a construction contract for Riverfront Public Open Space Phase IIA between Hamilton Hunter Builders, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

Date: April 4, 2022

The Community Development Division hereby requests that the Common Council consider and approve a construction contract for Riverfront Public Open Space Phase IIA between Hamilton Hunter Builders, Inc. and the City of Fort Wayne. The contract amount is \$2,392,518.00.

This project will create park space along the south side of the St. Marys riverfront located between Promenade and Headwaters Parks. The proposed improvements include bank stabilization, new walkways, plantings, lighting, site furnishings, seatwalls, and utility improvements along with replacement of an existing retaining wall. Construction will start in May, 2022 and will be completed by November 30, 2022.

Requests for bids for this project were publicly advertised (Resolution/Work Order #109-3-22-22-1). There were three plan holders; one of those companies submitted a bid. Staff has reviewed the bid and determined that it is responsive. The bid tabulation is attached.

We respectfully request your approval of this contract so that we may proceed with the work. If you have any questions, please feel free to contact me at 427-2147.

Thank you in advance.

An Equal Opportunity Employer



BILL NO. S-22-04-08

REPORT OF COMMITTEE ON PUBLIC WORKS

April 19, 2022

Geoff Paddock Chair

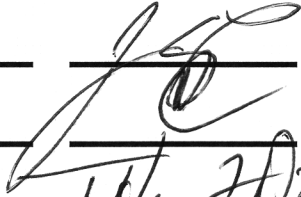
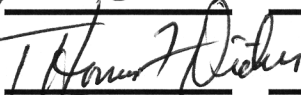
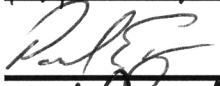


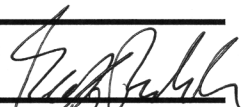

Michelle Chambers Co-Chair

All Council Members

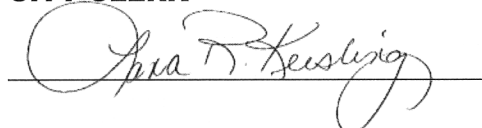
An Ordinance approving a Construction Contract for Riverfront Public Open Space Phase IIA - Resolution/Work Order #109-3-22-22-1 between Hamilton Hunter Builders, Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works

Involving a total cost of \$2,392,518.00

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Paddock.

Read the second time by title and referred to the Public Works Committee.

Read the third time in full and on motion by Councilperson Paddock, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: April 26, 2022

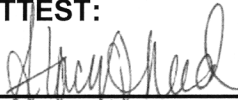


STACY A. REED, DEPUTY CITY CLERK

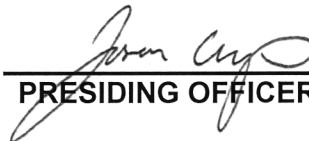
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-22-04-08 on the 26th day of April, 2022

ATTEST:

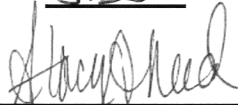


STACY A. REED
DEPUTY CITY CLERK



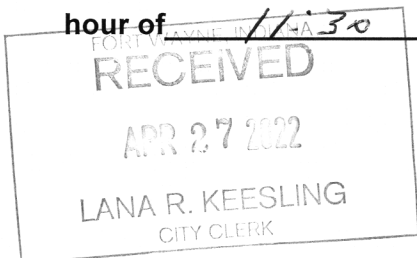
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th of April 2022, at the hour of 8:55 o'clock A.M. E.S.T.



STACY A. REED, DEPUTY CITY CLERK

Approved and signed by me this 27TH day of APRIL 2022, at the hour of 11:30 o'clock AM E.S.T.


THOMAS C. HENRY, MAYOR