

3 **AN ORDINANCE** approving AMENDMENT NO. 1 TO  
4 CONSTRUCTION MANAGER CONTRACT / PHASE 1 FRANKE  
5 PARK RENAISSANCE PROJECT - (Guaranteed Maximum Price -  
6 \$22,881,344.60) between MICHAEL KINDER AND SONS, INC.  
7 and the City of Fort Wayne, Indiana, by and through its Board of  
8 Parks Commissioners.

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

11 **SECTION 1.** That the following AMENDMENT NO. 1 TO CONSTRUCTION MANAGER  
12 CONTRACT / PHASE 1 FRANKE PARK RENAISSANCE PROJECT between MICHAEL KINDER  
13 AND SONS, INC. and the City of Fort Wayne, Indiana, by and through its Board of Public Works  
14 ("Contract") which Contract was originally approved by this Common Council on March 22, 2022:

15 **ARTICLE 1 GUARANTEED MAXIMUM PRICE**

16 The Construction Manager's GMP for the Work, including the Cost of the Work as  
17 defined in Article 8 and the Construction Manager's Fee as set forth in Section  
18 7.3, is Twenty-Two Million, Eight Hundred Eighty- One Thousand, Three  
19 Hundred Forty-Four Dollars and Sixty Cents (\$22,881,344.60).

20 **EXHIBIT A** | Drawings and Specifications Summary, including Addenda (dated  
21 3/8/2023) – 1 page

22 **EXHIBIT B** | Final Bidding with Accepted Alternates (dated 3/9/2023) – 2 pages  
23 Includes: Allowance Items, Assumptions & Clarifications, Unit Prices, and Work  
24 to be Self-Performed.

25 **EXHIBIT C** | Tentative Schedule (dated 2/13/2023) - 2 pages (The final schedule  
26 is to be finalized and agreed upon by owner and construction manager once final  
27 materials have been purchased and current procurement dates established.)

28 **ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION**


29 The Date of Substantial Completion of the Work is October 25, 2024 - Based on  
30 an 18 month construction duration (4/12/2023 - 10/25/2024). The final schedule  
is to be finalized and agreed upon by owner and construction manager once final  
materials have been purchased and current procurement dates established.

The Date of Final Completion of the Work is: December 25, 2024, subject to  
adjustments as provided for in the Contract Documents;

is hereby ratified, affirmed and approved in all respects. A copy of said Contract and Amendment  
No. 1 are on file with the Office of the City Clerk and made available for public inspection, according  
to law.

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**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



**SERVICE AGREEMENT: Frank Park Renaissance Phase 1 Project**

<b>SUPPLIER NAME</b> Michael Kinder & Sons		<b>CITY DEPARTMENT</b> Parks and Recreation	
<b>STREET ADDRESS</b> 5206 Decatur Road		<b>STREET ADDRESS</b> 705 E. State Blvd.	
<b>CITY, STATE, ZIP CODE</b> Fort Wayne, IN 46806		<b>CITY, STATE, ZIP CODE</b> Fort Wayne, IN 46805	
<b>ATTENTION</b> Zach Kessie		<b>INVOICE ADDRESS</b> 705 E. State Blvd.	
<b>TELEPHONE</b> 260-744-4359	<b>FAX</b>	<b>CITY, STATE, ZIP CODE</b> Fort Wayne, IN 46805	
<b>EMAIL ADDRESS</b> zkessie@kinderandsons.com		<b>ATTENTION</b> Steve Schuhmacher	
		<b>TELEPHONE</b> (260) 427-6401	<b>FAX</b> (260) 427-6020

Service Description	Rates
Improvements per contract documents. <del>Construction Management Services for the Franke Park Renaissance Phase 1 project.</del> <i>PBE-CONSTRUCTION</i> <i>WAK</i> <i>3/15/22</i>	
<b>Aggregate Price</b>	<b>\$39,000.00</b>

The following is made a part of this Agreement:

<b>SERVICE ADDRESS</b> Franke Park
<b>CITY, STATE, ZIP CODE</b> Fort Wayne, IN
<b>AGREEMENT START DATE</b> Date given on Purchase Order
<b>AGREEMENT END DATE</b> Project completion date

This Agreement is entered into between Supplier and the City. The additional terms and conditions on the reverse side hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract at its option, for an equivalent period, by written notice to the Supplier not less than thirty days prior to the expiration date.

<b>SUPPLIER:</b>	City of Fort Wayne
<b>By (Signature):</b> <i>William A. Kinder</i>	<b>By (Signature):</b> <i>Steve McDaniel</i>
<b>Printed Name:</b> William A. Kinder	<b>Printed Name:</b> Steve McDaniel
<b>Title:</b> CEO	<b>Title:</b> Parks Executive Director
<b>Date:</b> 3/15/22	<b>Date:</b> 3/15/22
<b>FEDERAL TAX ID NUMBER:</b>	

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 due, 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) resulting from 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 Perry Street, Suite 490  
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 PROHIBITION.** 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 supercedes all prior agreements and understanding, 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.)

## AMENDMENT NO. 1 TO ConsensusDocs® 500

### STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER

**(Where the Basis of Payment is a Guaranteed Maximum Price  
with an Option for Preconstruction Services)**

Dated 3/13/2023

Pursuant to Section 3.4 of the Agreement dated March 8, 2022 between the Owner, Fort Wayne Parks & Recreation; 705 E State Blvd, Fort Wayne, IN 46805 and the Construction Manager, Michael Kinder & Sons, Inc., an Indiana corporation, located at 5206 Decatur Road, Fort Wayne, Indiana 46806 for Franke Park Renaissance Project | Phase I; 3900 Sherman Blvd; Fort Wayne, IN 46808, the Owner and the Construction Manager desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Construction Manager agree as follows:

#### ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Construction Manager's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Construction Manager's Fee as set forth in Section 7.3, is Twenty-Two Million, Eight Hundred Eighty-One Thousand, Three Hundred Forty-Four Dollars and Sixty Cents (\$22,881,344.60).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

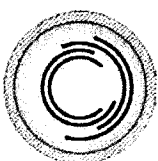
**EXHIBIT A** | Drawings and Specifications Summary, including Addenda (dated 3/8/2023) - 1 page

**EXHIBIT B** | Final Bidding with Accepted Alternates (dated 3/9/2023) – 2 pages  
Includes: Allowance Items, Assumptions & Clarifications, Unit Prices, and Work to be Self-Performed.

**EXHIBIT C** | Tentative Schedule (dated 2/13/2023) – 2 pages (The final schedule is to be finalized and agreed upon by owner and construction manager once final materials have been purchased and current procurement dates established.)

#### ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is October 25, 2024 – Based on an 18 month construction duration (4/12/2023 – 10/25/2024). The final schedule is to be finalized and agreed upon by owner and construction manager once final materials have been purchased and current procurement dates established.



ConsensusDocs® 500.1 – Amendment No. 1 to ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager (GMP with Option for Preconstruction Services) - ©2007, Revised September 2018. THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

### ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: December 25, 2024, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of March 13, 2023.

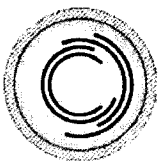
OWNER: Fort Wayne Parks & Recreation

BY: \_\_\_\_\_ NAME: Steve McDaniel TITLE: Director of Parks

DESIGN BUILDER: Michael Kinder & Sons, Inc.

BY: \_\_\_\_\_ NAME: William A. Kinder TITLE: CEO

END OF DOCUMENT.





PLAN | DESIGN | BUILD

**WOODLAND RESTORATION INDEX - SITE AND FAVILION**

**GENERAL**

02/02/2023 G0.1 PROJECT COVER SHEET

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 C1.01 SITE DEMOLITION PLAN  
 C1.02 SITE DEMOLITION PLAN  
 C1.03 SITE DEMOLITION PLAN  
 C1.04 SITE DEMOLITION PLAN  
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 C3.08 SITE CONST. EROSION CONTROL PLAN  
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 C3.16 SITE CONST. EROSION CONTROL PLAN  
 C3.17 SITE CONST. EROSION CONTROL PLAN  
 C3.18 SITE POST-CONST. EROSION CONTROL PLAN  
 C3.19 SITE POST-CONST. EROSION CONTROL PLAN  
 C3.20 SITE POST-CONST. EROSION CONTROL PLAN  
 C3.21 SITE POST-CONST. EROSION CONTROL PLAN  
 C3.22 SITE POST-CONST. EROSION CONTROL PLAN  
 C3.23 SITE POST-CONST. EROSION CONTROL PLAN  
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 C3.25 SITE POST-CONST. EROSION CONTROL DETAILS  
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 C4.06 SITE UTILITY PLAN  
 C4.07 SITE UTILITY PLAN  
 C4.08 SITE UTILITY PLAN  
 C5.00 SITE DETAILS PLAN  
 D8.00 FLOODWAY CUT & FILL PLAN & PROFILE  
 D8.01 FLOODWAY CUT & FILL PROFILES  
 C7.00 PARK DRIVE EXTENSION PLAN & PROFILE  
 C7.01 PARK DRIVE EXTENSION PLAN & PROFILE  
 C7.02 PARK DRIVE EXTENSION PLAN & PROFILE  
 C02.00 SUPPLEMENTAL GRADING PLAN  
 C02.01 SUPPLEMENTAL GRADING PLAN  
 C02.02 SUPPLEMENTAL GRADING PLAN  
 C1.00 LAYOUT & MATERIALS PLAN - OVERALL  
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 C1.04 LAYOUT & MATERIALS PLAN  
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 C1.06 LAYOUT & MATERIALS PLAN  
 C1.07 LAYOUT & MATERIALS PLAN  
 C1.08 LAYOUT & MATERIALS ENLARGEMENT  
 C1.09 LAYOUT & MATERIALS ENLARGEMENTS  
 C1.10 LAYOUT & MATERIALS ENLARGEMENTS  
 C1.20 LAYOUT & MATERIALS LANDSCAPE STONE  
 C1.21 LAYOUT & MATERIALS DECORATIVE RAILINGS  
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 C1.310 DETAILS  
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 PL1.01 PLANTING PLAN  
 PL1.02 PLANTING PLAN  
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 PL1.04 PLANTING PLAN  
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 PL2.00 WOODLAND RESTORATION OVERALL PLAN  
 PL2.01 WOODLAND RESTORATION ZONE-A  
 PL2.02 WOODLAND RESTORATION ZONE-B  
 PL2.03 WOODLAND RESTORATION ZONE-C  
 PL2.04 WOODLAND RESTORATION ZONE-D  
 PL2.05 WOODLAND RESTORATION PLANT SCHEDULE  
 PL3.00 SOILS PLAN OVERALL  
 PL3.01 SOILS PLAN  
 PL3.02 SOILS PLAN  
 PL3.03 SOILS PLAN  
 PL4.00 LANDSCAPE MAINTENANCE PLAN  
 PL4.1 MITIGATION PLAN ON-SITE  
 PL4.2 MITIGATION PLAN OFF-SITE  
 PL4.3 MITIGATION PLAN MATERIALS & DETAILS  
 PL4.4 MITIGATION PLAN

**STRUCTURAL**

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 S1.1 FOUNDATION PLAN  
 S1.2 FOUNDATION DETAILS  
 S1.3 FOUNDATION DETAILS  
 S1.4 FOUNDATION DETAILS  
 S2.1 ROOF, MEZZANINE, & CURV FRAMING PLAN  
 S3.1 STRUCTURAL DETAILS  
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 S3.3 STRUCTURAL DETAILS  
 S4.1 STRUCTURAL ELEVATIONS  
 S5.1 MASONRY DETAILS  
 S5.2 MASONRY ELEVATIONS  
 S5.3 MASONRY ELEVATIONS

**FOR REFERENCE DRAWING INDEXES**

**TRANSPORTATION - ROAD AND BRIDGE**

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 2 INDEX SHEET  
 3 REFERENCE SHEET  
 4 TYPICAL CROSS - LINE "G"  
 5 TYPICAL CROSS - LINE "PR-1"  
 6-10 MAINTENANCE OF TRAFFIC  
 11-12 PLAN AND PROFILE - LINE "G"  
 13-15 PLAN AND PROFILE - LINE "PR-1"  
 16 PLAN AND PROFILE - LINE "T-1"  
 17-18 CONSTRUCTION DETAILS  
 19 PATCHING PLAN  
 20 SOIL REMEDIATION DETAILS  
 21-23 GRADING PLAN  
 24 PAVEMENT MARKING  
 25 LAYOUT  
 26 GENERAL PLAN  
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 28 PIER DETAILS  
 29 FORMLINER DETAILS  
 30-32 FLOOR DETAILS  
 33-34 VEHICULAR RAILING DETAILS  
 35-37 PEDESTRIAN RAILING DETAILS  
 38-39 ROBA DETAILS  
 40-41 SUMMARY TABLES  
 42-46 CROSS SECTIONS - LINE "PR-1" - PHASE 1  
 46-48 CROSS SECTIONS - LINE "PR-1" - PHASE 2  
 49-51 CROSS SECTIONS - LINE "PR-1" - PHASE 3  
 65-73 CROSS SECTIONS LINE "G"

**SPY RUN CREEK RESTORATION PHASE 2**

The construction of Spy Run Creek Restoration Phase 2 is to be included as part of this project under the Construction Manager. The set of drawings was previously prepared by another design team but are mentioned here for reference. See PL10.4 for Mitigation Plan of this area.

**INCLUDED DOCUMENTS**

**DESIGN COLLABORATIVE CONSTRUCTION DOCUMENTS (left)**  
 ISSUE DATE - 02/02/2023

**ADDENDA - ISSUED BY DESIGN COLLABORATIVE**

Addenda 01 - dated 02/20/2023

Addenda 02 - dated 02/24/2023

Addenda 03 - dated 03/03/2023

**PROJECT MANUAL** as prepared by Design Collaborative  
 Dated 02/02/2023

**GENSIC ENGINEERING, INC - CIVIL DRAWINGS (below)**  
 ISSUE DATE - 01/19/2016

**SHEET INDEX**

1.0 TITLE SHEET  
 2.0 MASTER SITE PLAN  
 3.0 - 3.2 EXISTING TOPOGRAPHY  
 4.0 - 4.2 DEMOLITION PLAN  
 5.0 - 5.4 PLAN AND PROFILES  
 6.0 - 6.7 CROSS SECTIONS  
 7.0 - 7.2 DETAILS  
 8.0 - 8.2 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)  
 9.0 - 9.1 SWPPP DETAILS  
 10.0 - 10.2 PLANTING PLAN  
 10.3 PLANTING DETAILS



# MKS | EXHIBIT B - 2 pages

**Franke Park Renaissance-PHASE 1**  
**Final Bidding (with accepted alternates)**  
 03.09.23

Bid Package		Best Bid Bidder
Bid Package 03a-Bldg Concrete	\$ 831,000.00	MKS
Bid Package 03b-Polished Concrete	\$ 61,000.00	Dancer
Bid Package 04a-Masonry	\$ 1,220,000.00	Hagerman
Bid Package 06a-General Trades	\$ 2,604,800.00	MKS
Bid Package 07g-Roofing	\$ 409,000.00	Schust
Bid Package 08d-Curtainwall	\$ 307,000.00	Hall Aluminum
Bid Package 10f-Signage	\$ 34,050.00	Baldus/Allowance
Bid Package 23a-Mechanical	\$ 1,260,075.00	A. Hattersley
Bid Package 23b-Fire Protection	\$ 96,652.00	VFP Fire Protection
Bid Package 26a-Electrical	\$ 1,305,000.00	LA Electric
Bid Package 31-Earthwork	\$ 5,375,630.00	Fox Contractors
Bid Package 32b-Asphalt	\$ 1,136,332.00	Wayne Asphalt
Bid Package 32c-Ornamental Landscaping	\$ 2,118,550.00	Clounie Landscaping
Bid Package 32d-Restoration Landscaping	\$ 272,500.00	Clounie Landscaping
Bid Package 32e-Site Concrete	\$ 593,000.00	MKS
Bid Package 32f-Bridge	\$ 2,236,596.92	Milestone Construction
<b>Cost of Work</b>	<b>\$ 19,861,185.92</b>	

Allowances		
Contingency Allowance	\$ 500,000.00	
Escalation Allowance (use contingency)	\$ -	
Stone Paving Allowance	\$ 100,000.00	
Testing Allowance (Alt Witzig)	\$ 67,000.00	
COFW Utilities Tap fees/assessment fees	\$ 10,000.00	
Interior Signage Allowance	\$ 10,000.00	
Temporary Winter Enclosures	\$ 50,000.00	
Temporary Heating Allowance	\$ 30,000.00	
FFE (50 tables, 400 chairs, soft at fireplace)	\$ -	
<b>TOTAL ALLOWANCES</b>	<b>\$ 767,000.00</b>	

MKS		
MKS Insurances	\$ 51,570.46	
MKS General Conditions/Requirements	\$ 1,168,259.00	
MKS Fee (3.95%)	\$ 862,996.61	
<b>TOTAL MKS</b>	<b>\$ 2,082,826.07</b>	

**P&P Bonds** **170,332.61**

ALTERNATE TAB	Alternate Value	Accepted alternates- Option #2
<b>Base Bid</b>		<b>21,318,667.60</b>
1. Goshen Road work	848,262.67	848,262.67
2. Goshen Road Patching	45,093.83	45,093.83
3. Spy Run Creek Restoration	855,680.32	855,680.32
4. Prefabbed Pavilion	(179,640.37)	
5. Colored band concrete	(314,974.34)	
6. Banners	3,412.23	
7. Detention area turf	(656.19)	
8. Photovoltaic System	(65,462.17)	
9. Acoustical Panels	(4,409.64)	
10. Electromagnetic Glazing-all	343,322.04	
10a. Electromagnetic Glazing-west only	<del>22,867.14</del>	
11. Gyp Board in lobby ceiling	(65,094.70)	
12. Delete colored concrete in mix design	(37,250.93)	
13. Payment and Performance bond	243,656.81	
14. Delete offsite mitigation	(186,359.82)	(186,359.82)

Unit Prices (Cost of Work)		
UP1-Unsuitable soils (5,000 cys)	\$ 149,500.00	(included in BP #31a-Fox)
UP2-Import engineered fill-53s (5000 cys)	\$ 238,750.00	(included in BP #31a-Fox)
UP3 Import Engineer fill-#2s (200 cyd)	\$ 11,980.00	
UP 4-standard fill (1 cy)	\$ 54.00	
UP5-geogrid (1 sy)	\$ 8.50	
UP6-lime stabilize (1 sy)	\$ 17.10	
UP7-Savaged Topsoil (1 cy)	\$ 4.50	
UP 8-Additional wicking (\$/lf)	\$ 3.50	
UP#9-LP, Sternberg street light	\$ 15,500.00	
UP#10-S1a, Kim lighting	\$ 4,500.00	
UP#11-S1b, Kim lighting	\$ 4,500.00	
UP#12-S5, metrior, in grade solar	\$ 900.00	

# COUNCIL DIGEST SHEET

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

## RFPs & BIDS

Quest Bid #	0122
Awarded To	Michael Kinder and Sons
Amount	\$22,881,344.60
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	3
Number of Proposals	1
Required Attachments	Contract Amendment and Bid Tab

## EXTENSIONS

Date Last Bid Out	NA
# Extensions Granted To Date	0

## SPECIAL PROCUREMENT

Contract #/ID <i>(State, Federal, Piggyback-Authority)</i>	n/a
Sole Source/ Compatibility Justification	

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

Most Responsible, Responsive Lowest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	

# COUNCIL DIGEST SHEET

## COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	n/a
--	-----

## DESCRIPTION OF PROJECT / NEED

<i>Identify need for project &amp; describe project; attach supporting documents as necessary.</i>	<p>This is a request for approval of an amended contract with our Construction Manager as Constructor (CMc), Michael Kinder and Sons, for construction services for Phase 1 Franke Park Renaissance 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 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. There were sixteen (16) total bid packages for 1st tier contractors to bid on.</p> <p>On February 7th Michael Kinder and Sons released bid documents for this project to all pre-qualified contractors and sub-contractors. Bids were received on Tuesday, March 7th at the offices of the Fort Wayne Parks and Recreation Department.</p> <p>After review of the base bids and all alternates, we would like to recommend acceptance of the Guaranteed Maximum Price (GMP) from Michael Kinder &amp; Sons in the amount of \$22,881,344.60.</p>

## REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being</i>	n/a

<i>requested.</i>	

**FUNDING SOURCE**

<i>Account Information.</i>	ARPA Grant
	Parks Bond (approved)
	Parks CIP
	Private Donation

# MEMORANDUM

**To:** City Council Members, City of Fort Wayne  
**From:** Alec Johnson  
**CC:** File  
**Subject:** Council Approval of Franke Park Renaissance Construction Manager Project  
**Date:** March 23, 2023

This is a request for approval of an amended contract with our Construction Manager as Constructor (CMc), Michael Kinder and Sons, for construction services for Phase 1 Franke Park Renaissance 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 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. There were sixteen (16) total bid packages for 1st tier contractors to bid on.

On February 7th Michael Kinder and Sons released bid documents for this project to all pre-qualified contractors and sub-contractors. Bids were received on Tuesday, March 7th 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 Michael Kinder & Sons in the amount of \$22,881,344.60.

I will be available at the Council meetings to answer any questions you may have and I may also be reached at 427-6425.

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 427-6425 or the Executive Director, Steve McDaniel at 427-6407.

Thank you in advance.

Alec Johnson  
Deputy Director Planning and Development – Fort Wayne Parks and Recreation

**BILL NO. S-23-03-28**

**REPORT OF COMMITTEE ON FINANCE**

**April 11, 2023**

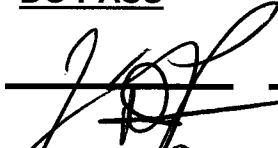
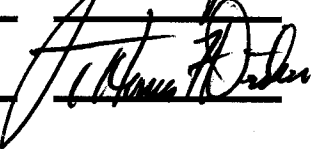




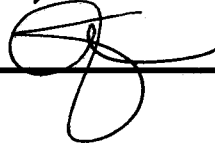
**Jason Arp Chair**

**Geoff Paddock Co-Chair**

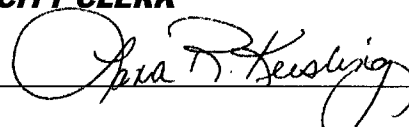
**All Council Members**

An Ordinance approving Amendment No. 1 to Construction Manager Contract / Phase 1 Franke Park Renaissance Project - (Guaranteed Maximum Price - \$22,881,344.60) between Michael Kinder and Sons, Inc. and the City of Fort Wayne, Indiana, by and through its Board of Parks Commissioners

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 Arp.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson Arp, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 11, 2023




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LANA R. KEESLING, CITY CLERK

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

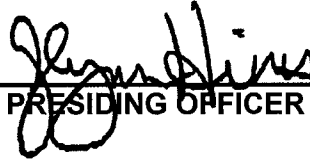
Resolution No. S-23-03-28 on the 11th day of April, 2023

ATTEST:




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LANA R. KEESLING  
CITY CLERK




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PRESIDING OFFICER

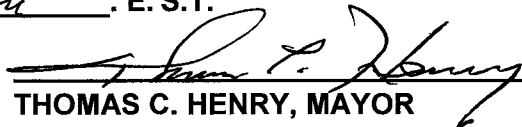
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th of April 2023, at the hour of 11:05 o'clock A.M. E.S.T.




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LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13<sup>TH</sup> day of APRIL 2023, at the hour of 11:00 o'clock AM E. S.T.




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THOMAS C. HENRY, MAYOR

