

1 **BILL NO. S-24-11-19**

2 **SPECIAL ORDINANCE NO. S- 146-24**

3 **AN ORDINANCE** approving the awarding of ITB #2024060 -
4 **SERVICE AGREEMENT – PACKARD PARK**
5 **PLAYGROUND EQUIPMENT - (\$316,750.00)** by the City of
6 Fort Wayne, Indiana, by and through its **BOARD OF PARK**
7 **COMMISSIONERS and RECREATION INSITES** for the
8 **PARKS AND RECREATION DEPARTMENT.**

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

11 **SECTION 1.** That #2024060 - SERVICE AGREEMENT – PACKARD PARK
12 PLAYGROUND EQUIPMENT - by the City of Fort Wayne, Indiana, by and through its
13 BOARD OF PARK COMMISSIONERS and RECREATION INSITES for the PARKS AND
14 RECREATION DEPARTMENT, respectfully for:

15 **INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND THE**
16 **PROVISION OF SHADE STRUCTURES FOR PACKARD PARK;**

17 involving a total cost of THREE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED
18 FIFTY AND 00/100 DOLLARS – (\$316,750.00) all as more particularly set forth in said
19 2024060 - SERVICE AGREEMENT – PACKARD PARK PLAYGROUND EQUIPMENT
20 which is on file in the Office of the Department of Purchasing, and is by reference
21 incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and
22 approved.

23 **SECTION 2.** That this Ordinance shall be in full force and effect from and after its
24 passage and any and all necessary approval by the Mayor.

25 
26 Council Member

27 APPROVED AS TO FORM AND LEGALITY

28 
29 Malak Heiny, City Attorney
30

Packard Park Playgrounds Selection Criteria Results Summary

Vendor	Packard Park
MidStates Recreation	850
Recreation InSites	960
Sinclair Recreation	772
Snider Recreation	939



SERVICE AGREEMENT:
Packard Park Playground Equipment
Project #2024060

SUPPLIER NAME Recreation inSites	CITY DEPARTMENT Parks and Recreation
STREET ADDRESS 12237 Westmorland Dr.	STREET ADDRESS 705 E. State Blvd.
CITY, STATE, ZIP CODE Fishers, IN 46037	CITY, STATE, ZIP CODE Fort Wayne, IN 46805
ATTENTION/ PHONE Claire Norred/317-385-0715	ATTENTION/ PHONE Chad Shaw 260.427.6027

Service Description	Rates
Service includes delivery and installation of playground equipment and delivery of shade structures for installation by others at Packard Park.	
Aggregate Price	\$316,750.00

The following is made a part of this Agreement:
Contractor Quote Package

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.

SUPPLIER:

For Independent Contractors: Will any individuals other than yourself perform work on this project? Yes No
 o If yes, see reverse side for Worker's Comp. requirement.

BOARD OF PARK COMMISSIONERS:

By (Signature): <i>Melissa Guffey</i>	By (Signature): <i>Steve McDaniell</i>
Printed Name: Melissa Guffey	Printed Name: Steve McDaniell
Date: 11/1/2024	Date: 11/3/24

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 attorneys' 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 *
	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

* Independent Contractors that hire others and indicate that they do NOT carry workers comp insurance must submit a valid Clearance Certificate approved by the Worker's Compensation Board of Indiana.

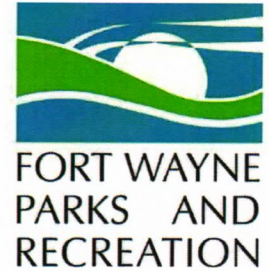
The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 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 hereof 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 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 interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.



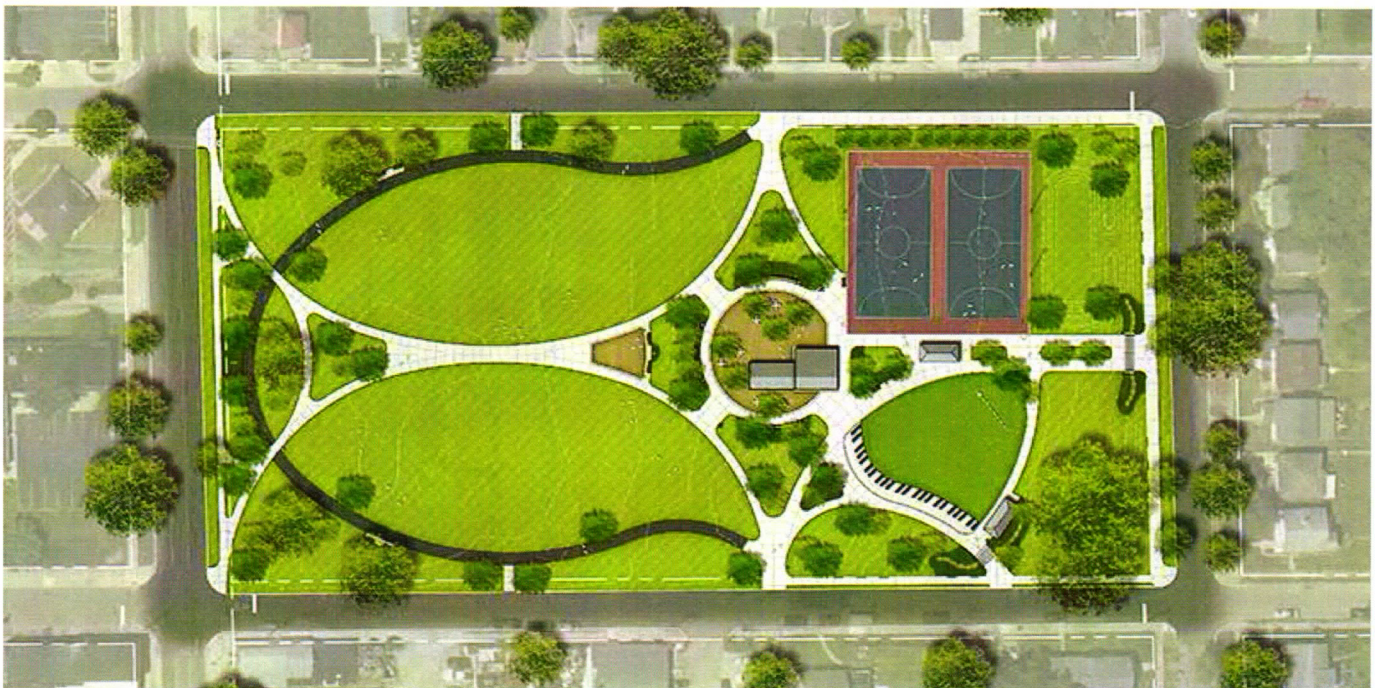
City of Fort Wayne Parks and Recreation Department

Packard Park Playground Improvements

REQUEST FOR PROPOSALS



The City of Fort Wayne Parks and Recreation Department (FWPRD) is seeking proposals from qualified Manufacturer/Installers for the completion of design documents and contract documents for the installation of new playground improvements in conjunction with the Packard Park Redevelopment project. FWPRD has already competitively bid and awarded contract to a general contractor for related park and utility improvements. The selected Manufacturer/Installer for the work outlined in this proposal will be contracted direct with the FWPRD, and requested to coordinate directly with selected General Contractor for completion of their work. More details about project timeline and construction schedule are included within.



Graphic rendering of the overall project master plan and proposed park improvements.

INTRODUCTION:

Packard Park, in Context

Packard Park (427 Kinsmoor Avenue, Ft. Wayne, IN 46807) is located in south central Fort Wayne in the heart of the '07 neighborhood, bordered by Fairfield Avenue to the west, Packard Avenue to the north, Hoagland Avenue to the east, and Kinsmoor Avenue to the south. It is situated in a residential neighborhood within blocks of several churches, two elementary schools, one high school, and a number of commercial businesses.

Packard Park History and Design Relevance

Previously the home of the Packard Organ and Packard Piano factory, the design of the proposed park improvements have drawn design inspiration that evokes the historical relevance and musical significance of the site. It is the intent of this RFP for the selected Manufacturer/Installer to incorporate literal or thematic musical or piano inspired elements into the design, detailing and material selections to be provided.

DESIGN PRINCIPLES & OBJECTIVES:

- Provide an age-appropriate playground structure, or structures, and other individual play components to serve the ages of 2-5 year olds and 5-12 year olds.
- The FWPRD is requesting that the manufactures provide plans that incorporate the principles of universal design and accessibility throughout the proposed designs and play experience.
- In-keeping with the history of the site as the former Packard Piano factory, playground materials and structures are to incorporate thematic elements representing music, musical notes, pianos and organs, etc.

SCOPE OF WORK

- *Proposal responses are invited to submit responses for any or all of the Packages outlined within. Review and/or selection will not be contingent upon providing both.*
- *Proposal responses should assume all necessary design plans, and contract documents for the permitting, estimating, and installation of the proposed improvements.*
- *Proposal responses are to include signed and sealed engineering drawings for any/all structural components and foundations.*
- *Proposals are to include any additional information, forms, or references for available group purchasing contracts, grant agencies or additional funding opportunities*

PACKAGE #1: PLAYGROUND COMPONENTS

Playground Budget: \$300,000 Max.

Design Deliverables (1) Design and Layout Package of proposed playground - Assume FWPRD will provide up to one (1) round of review and design comments for incorporation into final proposal
(1) Plan and Contract Documents necessary for permitting and construction

Playground Structures:

The design of the proposed playground shall include two (2) dedicated play structures, one (1) to serve children ages 2-5, and one (1) to serve children ages 5-12. The playgrounds shall be from a reputable, experienced playground manufacturer. In addition to the historical context of the site as a unifying thematic elements, the equipment shall be imaginative, modern, and inspiring to play for children of all abilities.

- The limits of the playground perimeter curb and protective surfacing are to remain as identified in the attached Packard Park Redevelopment plans, dated July 12, 2024 - No Exceptions.
- PDF and/or electronic base files are available upon request from the Landscape Architect for the Packard Park Redevelopment project.

Ground Play Components:

The design of the playground should include individual play components such as ground-play elements, climbers, spinners (preferably one (1) universal spinner/carousel), and sensory play panels appropriate to the range of ages, abilities and thematic design concept.

- Plans are to utilize the full extend of the synthetic turf playground surfacing as shown in the plans.
- Submitted designs are not to change the limits of the proposed surfacing, walks, or curbs.

Playground Swings:

The design of the playground features is to include one (1) 3-bay swing structure at the location identified in the plans.

- Design of the swings should include at least one (1) universal/accessible component.

PACKAGE #2: ALTERNATE SHADE STRUCTURES

The Packard Park Redevelopment plans identified two (2) separate locations for overhead shade canopies to be incorporated into the design. The attached Details Sheet L4.05 shows the anticipated design intent, sizes and dimensions for reference. Manufacturer/Installers may elect to provide alternate product submissions for FWPRD consideration. All designs are expected to match in size, character, and style as identified.

- Manufacturer/Installers bids are to include full design and engineering for the required foundations, connections, and accessories

PROPOSAL REQUIREMENTS:

All proposals are due by **11:00 am on October 24, 2024** in-person or via email to FWPRD representative listed below. The City of Fort Wayne reserves the right to disqualify any proposal that is late or otherwise does not comply with said requirements. Expensed incurred in the preparation of proposals are borne by the manufacturer/installer with the understanding that the selected manufacturer/installer may not apply to the FWPRD for reimbursement of these expenses.

Project Schedule

The following represents the anticipated project schedule in for these services and the related Packard Park Redevelopment project.

Issue Request for Proposals	October 4, 2024
Project Briefing Meeting (Not Required)	October 07, 2024 @ 10:00 am (via Teams Link to be provided)
Final Date to Submit Contractor Questions	October 15, 2024
Response to Questions Returned	October 17, 2024
Proposal Due	October 24 2024
Notification of Selected Consultant	November 01, 2024
Professional Services Contract Signed	November 29 2024 (Pending Park Board and City Council Approvals)
Start of Construction	Anticipated for Spring/Summer of 2025
Contract Completion	Anticipated for Summer of 2025

Questions relating to this proposal should be directed by email to the following;

City of Fort Wayne, Parks and Recreation Department

Contact: Chad Shaw, Superintendant of Landscape and Horticulture
Email: chad.shaw@cityoffortwayne.org
Subject: Packard Park Playground & Shade Structures - RFP Questions

Landscape Architect - Packard Park Redevelopment Project

Company: Andeson+Bohlander, LLC
Contact: Jon Bohlander, Principal
Email: jon@andersonbohlander.com

SELECTION CRITERIA EVALUATION FORM

2024 Parks Playgrounds

A	B	C	D	E
EVALUATION CRITERIA	WEIGHT 1 - 10	SCORE 0, 1, 3,	EXT. SCORE	COMMENTS
Vendor's qualifications and experience clearly stated in the proposal.	7			
Playground manufacturer's years in business clearly stated in proposal.	7			
Installation company identified, along with number of years installing playground equipment	9			
List of proposed equipment provided along with product data information per play piece	8			
Quantity of total play items clearly identified in the proposal	10			
Warranty length for equipment and installation	6			
Lead time of proposed equipment, and timeframe clearly stated in proposal	5			
Design utilizes the available playground space effectively and minimizes void areas	9			
Design provides for multiple activities including: motor skills, sensory system, core strength, balance, coordination and social interaction	10			
Quality of design, creativity and appropriateness for surrounding area	9			
Design follows the requirements of the Request for Proposal and Scope of Work	8			
Accessibility/Universal Design	8			
Presentation quality of renderings	7			
Overall completeness & quality of the proposal	7			
MAXIMUM POSSIBLE SCORE:	954	TOTAL:	0	

WEIGHT = How important we feel this Selection Criteria is to the position.

Values range from 1 through 10. 1 = Low, 10 = High.

SCORE = How well this proposal meets the Selection Criteria.

Zero: Does not meet criteria, 1 = Low, 3 = Fair, 6 = Good, 9 = Excellent.

EXT. SCORE = Column B times Column C

QUOTE FORM

SECTION 00320

**PACKARD PARK PLAYGROUND, SHADE STRUCTURES, AND
PLAYGROUND SURFACING**

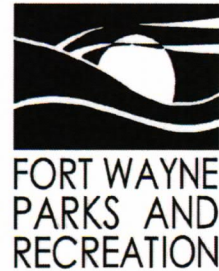
QUOTE FORM

DUE: Thursday, October 24, 2024 – 11:00 am

PROPERTY: Packard Park, 427 Kinsmoor Avenue, Ft. Wayne, IN 46807

OWNER: Board of Park Commissioners, City of Fort Wayne
Fort Wayne Parks and Recreation Department
705 E. State Blvd., Fort Wayne, IN 46805

QUOTES DUE: Parks Administrative Office: 705 E. State Blvd
Or
Via email: chad.shaw@cityoffortwayne.org



QUOTE

SCOPE OF WORK: As outlined in the attached request for proposals for three (3) separate packages.

Package #1: \$ _____

PACKAGE #1 QUOTE IN WORDS: _____ DOLLARS

Package #2: \$ _____

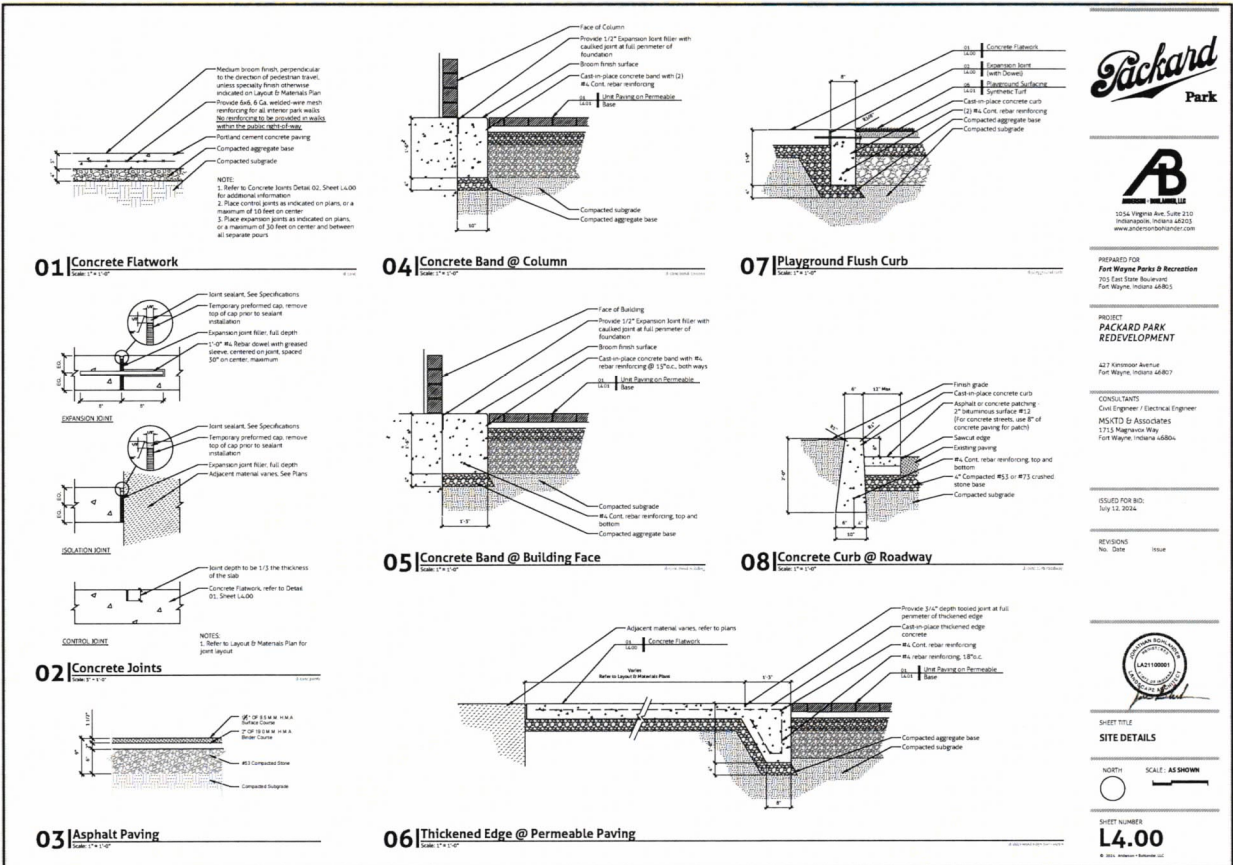
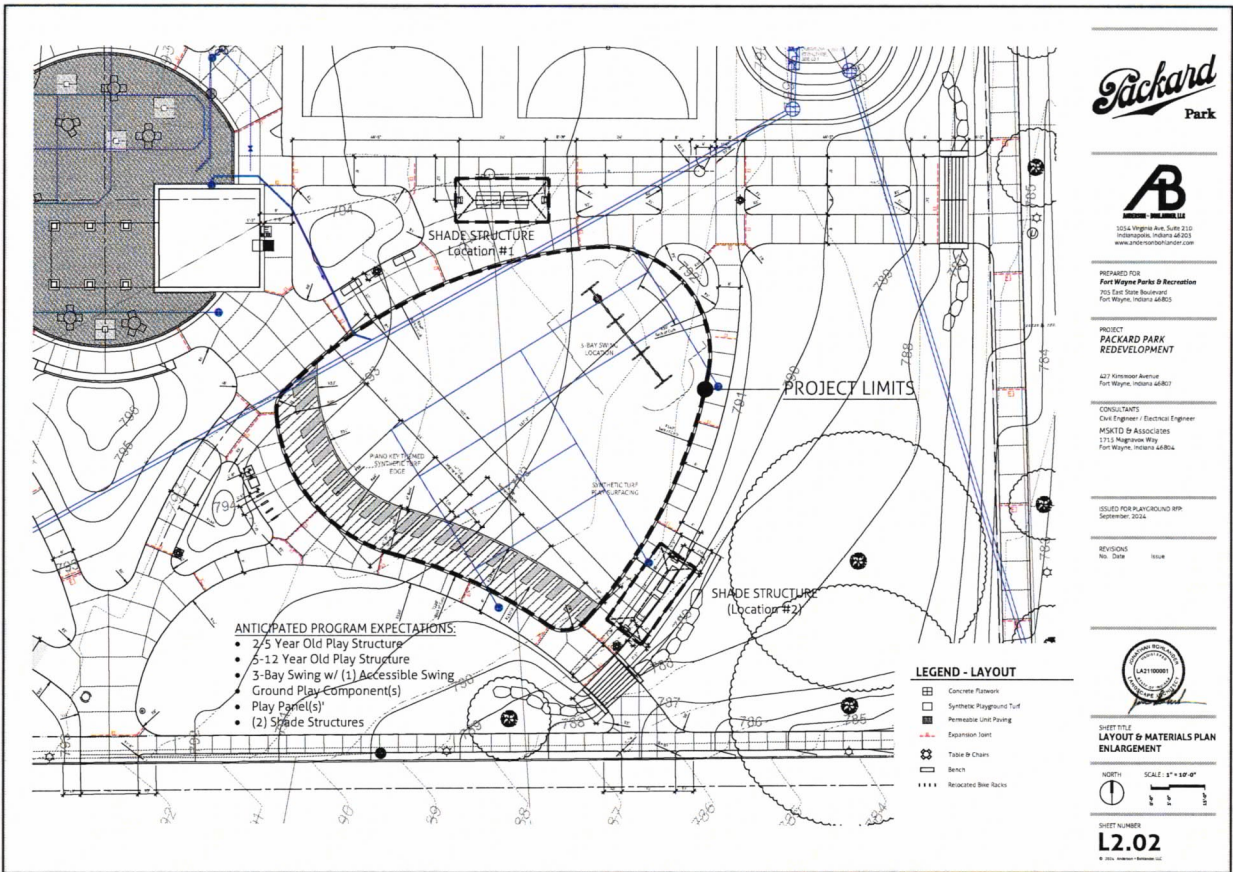
PACKAGE #2 QUOTE IN WORDS: _____ DOLLARS

SUBMITTER

Company: _____ Representative (print): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____



Plan Sheets provided from Packard Park Redevelopment bid documents provided for reference only
 - Work to be provided By Others under separate contract
 - Electronic base files in AutoCAD format available upon request

PROJECT RESERVATIONS:

The FWPRD reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP:

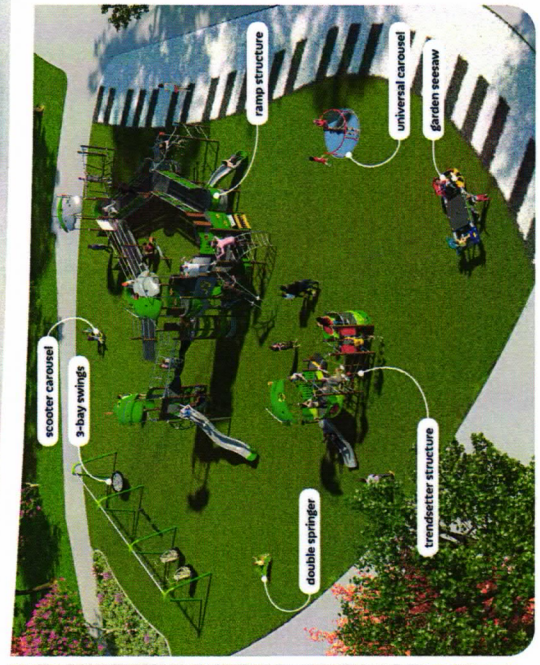
- a) The FWPRD reserves the right to enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, and/or any other term of their proposals, and such other contractual terms as the FWPRD may require, at any time prior to execution of a final contract. The City of Fort Wayne may, at its sole discretion, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents seriatim. Negotiations with respondents may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted proposals. In such event, the FWPRD shall not be obligated to inform other respondents of the changes, or to permit them to revise their proposals in light thereof, unless the FWPRD, in its sole discretion, determines that doing so is in the FWPRD's best interest.
- b) In the event negotiations with any respondent(s) are not satisfactory to the FWPRD, the FWPRD reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP. The FWPRD reserves the right not to enter into any contract with any respondent, with or without re-issue of the RFP, if the FWPRD determines that such is in the FWPRD's best interest.

The FWPRD reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

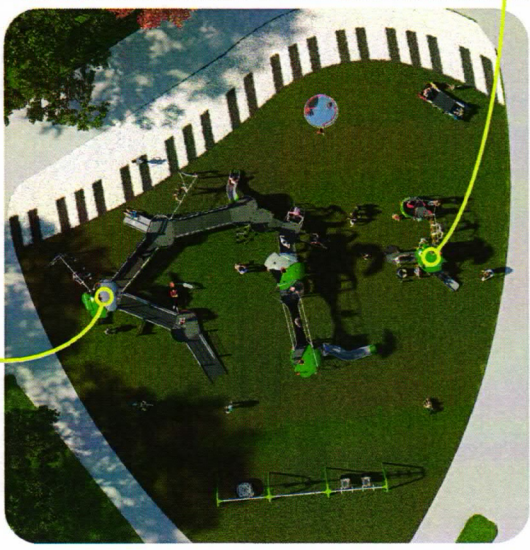
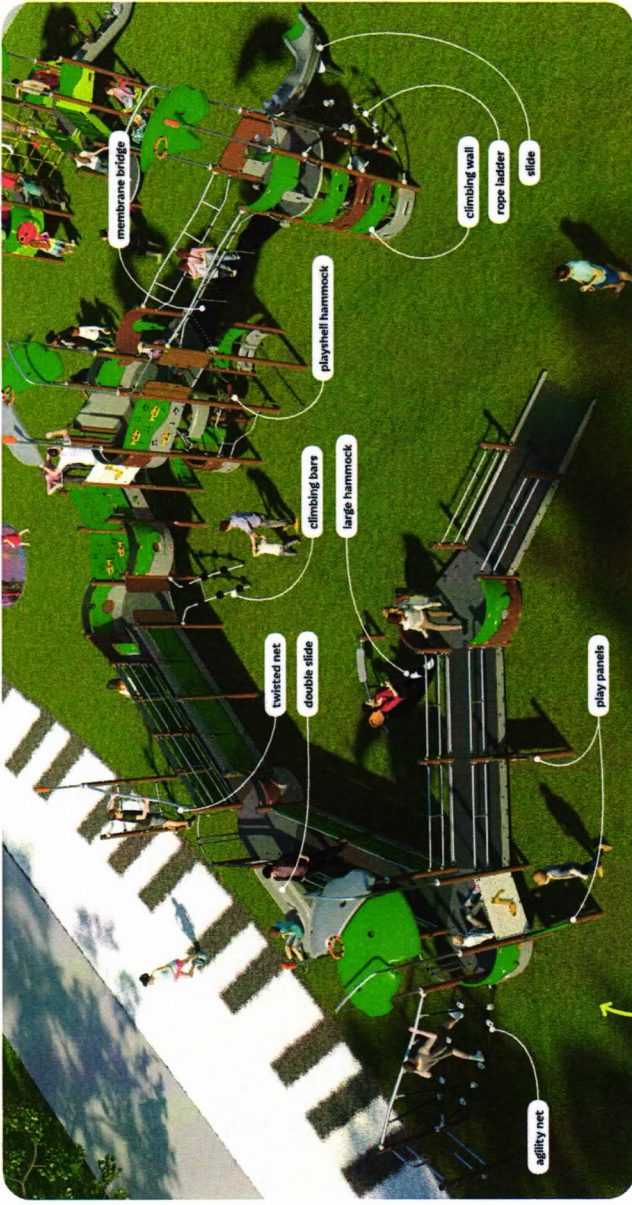
- c) To reject any proposals if, in the FWPRD's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, or it is otherwise in the FWPRD's best interest to do so;
- d) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- e) To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the FWPRD's best interest to do so;
- f) To reject the proposal of any respondent that, in the FWPRD's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City of Fort Wayne or with others, is financially or technically incapable or is otherwise not a responsible respondent;
- g) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any proposal which, in the FWPRD's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the FWPRD, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for by this RFP;
- h) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the FWPRD's sole judgment, material to the proposal;
- i) To permit or reject at the FWPRD's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submission;
- j) To request that some or all of the respondents modify proposals based upon the FWPRD's review and evaluation;
- k) To request additional or clarifying information or more detailed information from any respondent at any time, before or after proposal submission, including information inadvertently omitted by the respondent;

- l) To inspect and otherwise investigate projects performed by the respondent, whether or not referenced in the proposal, with or without the consent of or notice to the respondent;
- m) To conduct such investigations with respect to the financial, technical, and other qualifications of each respondent as the FWPRD, in its sole discretion, deems necessary or appropriate; and
- n) To waive and/or amend any of the factors identified in the RFP as pertaining to the respondent's qualifications.

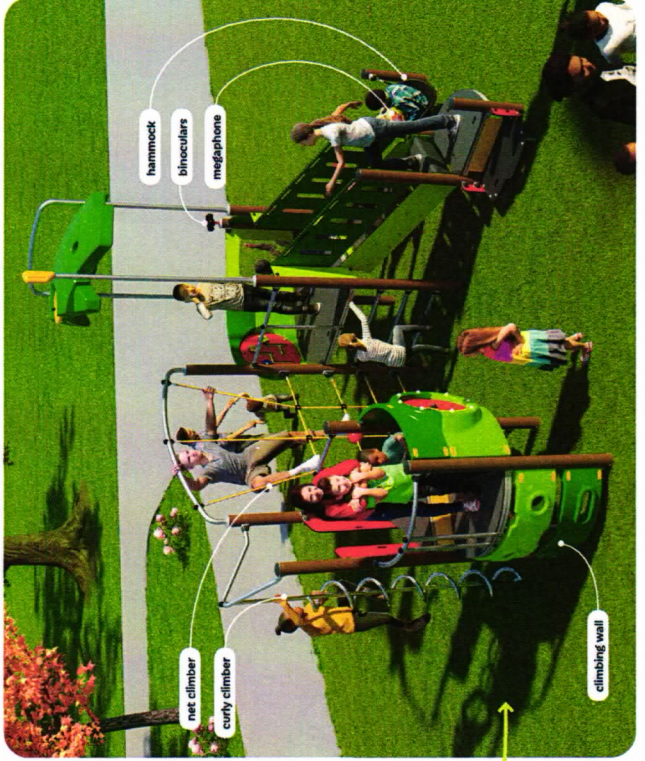
KOMPANI



Packard Park



Packard Park



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 #	n/a
Awarded To	Recreation inSites
Amount	\$316,750.00
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	4
Number of Proposals	4
Required Attachments	Criteria Evaluation Results

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	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <i>If no, explain below</i>
If not lowest, explain	Vendors were provided a fixed budget based upon staff-expected costs for equipment and shade structures for the park. The vendor's work includes providing and installing new playground equipment and providing shade structures at Packard Park. Vendor was selected based upon a comprehensive criteria evaluation form (see attached). The highest score was awarded the work.

COUNCIL DIGEST SHEET

COST COMPARISON

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

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	New playground equipment and shade structures to be incorporated into new design and construction for the Packard Park Redevelopment Project.

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	ARPA grant

MEMORANDUM

To: City Council Members, City of Fort Wayne
From: Chad Shaw
CC: File
Subject: Council Approval of Packard Park Playground Equipment Contract
Date: November 1, 2024

This project includes the installation of new playground equipment and the provision of shade structures for Packard Park. These elements are to be installed in addition to a current, overall park redevelopment project.

This project includes the following general components:

1. Design/contract documents for new playground equipment to serve the ages of 2-5 year old children and 5-12 year old children, utilizing the principles of universal design and accessibility, and incorporating thematic elements to recognize the musical history of the site
2. Manufacture, delivery and installation of new playground equipment
3. Design/contract documents for new shade structures
4. Manufacture and delivery of new shade structures

Proposals for the project were received on behalf of the Board of Park Commissioners on October 24, 2024. Four proposals were received, with the highest scoring vendor being awarded the project per the evaluation criteria form. We respectfully request your approval of this contract with Recreation inSites for the amount of \$316,750.00, with funding to be provided through an approved ARPA grant. If you have any questions, please feel free to contact me at 427-6027. I will also be available at the Council meeting to answer questions.

Thank you in advance.

Chad Shaw
Deputy Director of Planning and Landscape – Fort Wayne Parks and Recreation

BILL NO. S-24-11-19

REPORT OF COMMITTEE ON FINANCE

November 19, 2024

Marty Bender Chair

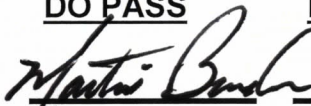
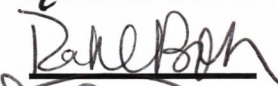


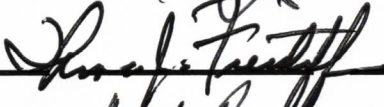
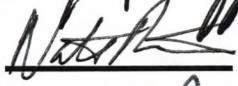
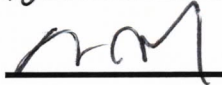


Rohli Booker Co-Chair

All Council Members

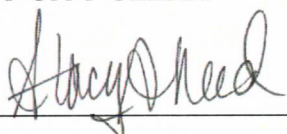
An Ordinance approving the awarding of ITB #2024060 - Service Agreement – Packard Park Playground Equipment - by the City of Fort Wayne, Indiana, by and through its Board of Park Commissioners and Recreation Insites for the Parks and Recreation Department

Involving a total cost of \$316,750.00

COMMITTEE ON FINANCE 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>
<u>BENDER</u>			
<u>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**STACY REED
DEPUTY CITY CLERK**



Public Hearing Date: N/A


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

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>
HARTMAN	<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"/>
MYERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: November 26, 2024

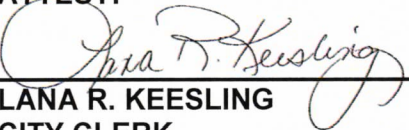


 LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-24-11-19 on the 26th day of November, 2024

ATTEST:



 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

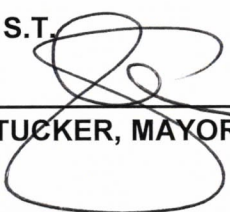
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th of November 2024, at the hour of 9 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 27th day of November 2024, at the hour of 1:45 o'clock P.M. E. S.T.

FORT WAYNE, INDIANA
RECEIVED
 NOV 27 2024
 LANA R. KEESLING
 CITY CLERK



 SHARON TUCKER, MAYOR