

1 **BILL NO. S-14-07-19**

2 **SPECIAL ORDINANCE NO. S-_____**

3 **AN ORDINANCE** approving the awarding of ITB
4 **#3664 - CONTRACT FOR CITY OF FORT**
5 **WAYNE WAYFINDING SIGNAGE** by the City of
6 Fort Wayne, Indiana, by and through its
Department of Purchasing and BURKHART SIGN
SYSTEMS for the DIVISION OF COMMUNITY
DEVELOPMENT.

7
8 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL**
9 **OF THE CITY OF FORT WAYNE, INDIANA;**

10 **SECTION 1.** That ITB #3664 - CONTRACT FOR CITY OF FORT
11 WAYNE WAYFINDING SIGNAGE between the City of Fort Wayne, by and
12 through its Department of Purchasing and BURKHART SIGN SYSTEMS for
13 the DIVISION OF COMMUNITY DEVELOPMENT, respectfully for:

14 All labor, insurance, material, equipment, tools, power,
15 transportation, miscellaneous equipment, etc., necessary for:
16 contract to install directional signs along arterial streets to guide
visitors to major tourist destinations through the community;

17 involving a total cost of ONE HUNDRED SIXTY-EIGHT THOUSAND, NINE
18 HUNDRED AND 00/100 DOLLARS - (\$168,900.00) all as more particularly set
19 forth in said ITB #3664 - CONTRACT FOR CITY OF FORT WAYNE
20 WAYFINDING SIGNAGE which is on file in the Office of the Department of
21 Purchasing, and is by reference incorporated herein, made a part hereof, and
22 is hereby in all things ratified, confirmed and approved.
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CONSTRUCTION CONTRACT

Fort Wayne Wayfinding Signs

THIS CONTRACT entered into this _____ day of _____, by and between Burkhart Sign Systems ("Contractor") and the City of Fort Wayne ("Owner", "City");

WITNESSETH, that the Contractor and the City, for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS

- a. The contract documents shall consist of:
 - 1. The bid and contract documents for the project entitled "Fort Wayne Wayfinding Signage", including plan sets prepared by The Landplan Group and the Project Manual dated 9/3/13, Addendum 1, dated 9/4/13 and Addendum 2, dated 9/10/13 (collectively "Bid and Contract Documents"), attached hereto as "Exhibit A" and made a part hereof; and
 - 2. The Contractor's Bid Proposal, attached hereto as "Exhibit B" and made a part hereof, to the extent accepted by the Commission as set forth herein ("Bid Proposal"); and
 - 3. This Contract.

2. CONTRACTOR'S RESPONSIBILITIES

- a. The Contractor shall furnish all labor, material, equipment, tools, power, water, transportation, insurance, payment and performance bonds, permits, inspections, and approvals, subject to the terms of the Bid and Contract Documents, necessary for the complete removal and proper disposal of all materials specified in the Bid and Contract Documents.
- b. The Contractor's services shall be performed in accordance with all applicable federal, state and local laws and regulations, with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed, and as specified in the Bid and Contract Documents.
- c. The Contractor will provide the City with copies of all documentation related to the performance of the Contract.
- d. The Contractor shall establish and maintain programs and procedures for the safety of its employees.
- e. The Contractor will be responsible for the security of its equipment and supplies at the job site.

3. OWNER'S RESPONSIBILITIES

- a. The City will provide access to the property as required for the performance of this Contract, directly and as needed, through third parties.
- b. The City is not responsible for general jobsite safety or for the Contractor's compliance with federal, state, and local laws and regulations, and the City's

designated Construction Manager shall have no authority to assume such responsibility.

4. OWNER'S DESIGNATED REPRESENTATIVES

- a. The Owner's designated Project Manager is:

Thomas Cain, RLA
Senior Urban Designer
200 E. Berry St. Suite 320
Fort Wayne, Indiana 46802
Phone 260-427-2142
Fax 260-427-1375

- b. All questions concerning execution of the work under this Contract shall be directed to the Construction Manager.

5. CHANGE OF SCOPE; CONTRACT MODIFICATION

- a. The scope of services set forth in this Contract is based on facts known at the time of execution of this Contract, including, if applicable, information supplied by the Contractor and City.
- b. The Contractor will promptly notify the City through its Construction Manager in writing of any perceived changes in the scope of the work, and the parties hereto shall negotiate modifications, if any, to this Contract.
- c. This Contract, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

6. PAYMENT AND PERFORMANCE BONDS

- a. Prior to the start of work under this Contract, the Contractor shall provide to the City a payment bond and a performance bond in compliance with the requirements in the Bid and Contract Documents.

7. ASSIGNMENT

- a. The rights and obligations of this Contract cannot be assigned by either party without the written permission of the other party.

8. CONTRACT AMOUNT

- a. The City shall pay the Contractor an amount not to exceed **one hundred sixty eight thousand nine hundred dollars (\$168,900)** for performance of the work specified as the "Base Bid" in the Contractor's Bid Proposal.
- b. Other work may be required later of the contractor, using unit prices quoted in Contractor's Bid Proposal, attached hereto as "Exhibit B" and made a part hereof, and such additions shall be made through a written change order, at the City's discretion.
- c. In the event that the Contract amount is increased or decreased by the City, it shall be increased or decreased in accordance with a written change order issued by the City specifying the amount of the change.

9. PROGRESS PAYMENTS

- a. Progress payments for work under the Contract, and the retainage and final payment, shall be requested and made in accordance with the terms of the Bid and Contract documents.
- b. The Contractor's invoices shall be prepared in a form that specifies the percentage of each item in the Contract that has been completed during the invoice period, in addition to any other documentation as the City may reasonably require.
- c. The City shall pay the Contractor within thirty days of receipt of an approved invoice.

10. FINAL PAYMENT

- a. Final payment shall be due at the time the work is fully completed and accepted, all subcontractors and material suppliers have been paid, and the Contract, including the Emerging Business Enterprise (EBE) requirement in the Bid and Contract Documents, is fully performed. Payments to the Contractor are not to exceed the percentage of the total Contract amount in the Bid and Contract Documents until the City has verified that the Contractor has made good faith efforts to attain the EBE goals stipulated in the EBE Rider.
- b. Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the City will direct the Construction Manager and the Engineer to promptly make such inspections as are required, and will direct the City's Contract Compliance Office to make a recommendation about whether the Contractor has made good faith efforts to attain the EBE goals stipulated in the EBE Rider.
- c. When the Construction Manager and the Engineer determine that the work is acceptable under the Contract, and that the Contract is fully performed, they shall so inform the Commission.
- d. When the Contract Compliance Office determines that the Contractor's efforts constitute good faith efforts to attain the EBE goals as agreed in the EBE Rider and that all required contract compliance reports have been submitted, it shall so inform the Commission through an EBE Compliance Final Report.
- e. Upon receiving satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required contract compliance reports for this project have been submitted, and upon receiving the Construction Manager's and the Contract Compliance Office's recommendations, the City shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and further stating that the EBE Rider goal has been met. Thereupon, the entire balance of the Contract sum shall be due and payable to the Contractor.
- f. In the event that the City determines that good faith compliance with the EBE Rider has not occurred, appropriate reduction in the final payment will be made, pursuant to paragraph 6 of the EBE Rider. Said amount shall be added to the City of Fort Wayne EBE Bond Guarantee Fund and the contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.

11. NONDISCRIMINATION OF LABOR

- a. The Contractor agrees to be bound by Chapter 93.036 of the Code of the City of Fort Wayne, Indiana, of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The Contractor shall file a Manpower Utilization Report for this project with the Office of Contract Compliance within ten (10) days after completion of the work in the Contract or upon request of the Office of Contract Compliance.

12. COMMON CONSTRUCTION WAGE SCALE

- a. Common Construction wage payment is not required for this project.

13. INSURANCE AND INDEMNITY

- a. The Contractor shall furnish the City a certificate of insurance from an insurer acceptable to City showing coverage as required in the Bid and Contract Documents, which insurance shall be in force prior to the start of and throughout the work under this Contract.
- b. As required by federal and state law, the Contractor shall maintain Worker's Compensation Insurance coverage throughout the work under this Contract, and shall provide a certificate of such coverage to the City.
- c. To the fullest extent permitted by law, the Contractor shall by signing this Contract indemnify and save harmless the City from and against expense, loss, liability, and damages sustained by the City, its agents, employees, and representatives to the extent caused by the acts, errors or omissions of the Contractor, its agents or employees.

14. ADJUSTMENT OF DISPUTES

- a. All questions or controversies which may arise between the Contractor and the City under the provisions of this Contract shall be subject to the decision of the Purchasing Director, and the Director's decision shall be final and conclusive upon the parties. Provided, however, that no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the City.

15. START AND COMPLETION OF WORK; NOTICE TO PROCEED

- a. The work shall commence in accordance with the Bid and Contract Documents.
- b. The work shall be completed as specified in the Bid and Contract Documents.
- c. The execution of this Contract by both parties constitutes notice to the Contractor to proceed with the work.

16. TERMINATION OR SUSPENSION

- a. Termination of this contract shall be made in accordance with the terms of the Bid and Contract Documents.

17. SEVERABILITY

- a. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

18. LEGAL AUTHORITY

- a. The award of this Contract was approved by City Common Council under Resolution _____ on _____
- b. The persons signing this Contract warrant that they have the authority to sign as, or on behalf of, the party for which they are signing.
- c. This Contract is governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate as of the date first set out above.

Burkhart Sign Systems ("Contractor")

By: _____
Name, Title

City of Fort Wayne ("City")

By: _____
Steven Gillette, Purchasing Director

BID FORM
Supplement to Form 96

THE PROJECT AND THE PARTIES:

TO: **Purchasing Department - City of Fort Wayne**

FOR: **Fort Wayne Wayfinding Signage**

BID DUE DATE: September 16, 2013

SUBMITTED BY:

Bidder's Company Name Burkhart Sign Systems

Address 4511 Executive Boulevard, Fort Wayne, Indiana 46808

City, State, Zip Fort Wayne, Indiana 46808

Phone (260) 480-2618

Fax (260) 480-2619

Phone, Fax, E-mail contacts Email bpickering@burkhartadv.com

BASE BID LUMP SUM OFFER:

Having examined the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Architect for the above- mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work described in the drawings and project manual for the Lump Sum of:

One-Hundred-Sixty-Eight-Thousahd-Nine-HundredDollars

_____ Dollars

(\$ 168,900).

The Redevelopment Commission of Fort Wayne is exempt from State and Federal taxes. A tax identification number will be provided at the time of contract award.

ALTERNATES:

There are no alternates requested at this time. The cost for the Alternates would NOT to be included in the Base Bid Lump Sum offer.

ACCEPTANCE:

This offer shall be open to acceptance and is irrevocable for (60) sixty-days from the bid closing date.

CONTRACT TIME:

If this Bid is accepted, we will:

1. Begin the Work within 5 days from notice to Proceed.
2. Complete the Work within 17 calendar weeks from Notice to Proceed.

UNIT PRICES:

The following are Unit Prices for specific portions of the Work. Complete all line items. Each line item shall include all materials and labor necessary for installation or removal of the item listed.

	Item	Unit	Unit Cost to add to contract	Unit Cost to delete from contract
1	Concrete foundation, flat adjacent terrain, inclusive of reinforcement and anchorages	each	\$947.30	
2	Concrete foundation, sloping adjacent terrain, inclusive of reinforcement and anchorages	each	\$1,042.30	
3	Water jet vacuum excavation around existing underground obstructions	Per hour	\$210	
4	Lawn restoration of areas disturbed by construction	Square yard	\$15	
5	Sign type A aluminum panel, painted, inclusive of header and edge vinyl graphics, including 14' aluminum pole, mounted, per plan detail	each	\$1595 w/o foundation	
6	Sign type B aluminum panel, painted, inclusive of header and edge vinyl graphics, including two 11' aluminum poles, mounted, per plan detail	each	\$2,433 w/o foundation	
7	Sign type C aluminum panel, painted, inclusive of header and edge vinyl graphics, including one 11' aluminum pole, mounted, per plan detail	each	\$1,332 w/o foundation	
8	Sign panel text, per line of text	each	\$45	
9	Sign panel arrow	each	\$12	
10	Aluminum pole height, supplemental to standard heights for sign types A, B and C, per lineal foot	Lineal foot	\$35.30	
11	Cost to demount existing cabinet sign and reinstall on different foundation.	each	\$222	

[illegible]

x54
8802

ADDENDA:

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Form.

1. Addendum # 1 Dated 9/4/13.
2. Addendum # 2 Dated 9/10/13.
3. Addendum # _____ Dated _____.

BID FORM SIGNATURE(S):

The Corporate Seal of:

Burkhart Advertising, Inc. (dba Burkhardt Sign Systems)

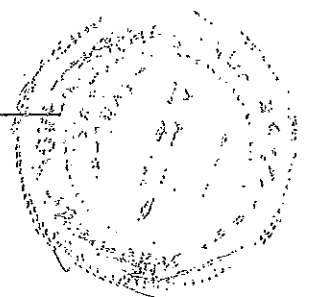
(Print the full name of firm)

was hereunto affixed in the presence of:

[Signature] Pres. Date 9-13-13
(Authorized signing Officer, Title)

[Signature] Secretary Date 9-13-13
(Authorized signing Officer, Title)

(Authorized signing Officer, Title) Date _____



Note: If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture or partnership in the appropriate form or forms as above.



Engage • Innovate • Perform

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne IN 46802
260.427.1127

COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

www.fwcommunitydevelopment.org

May 30, 2014

CITY OF FORT WAYNE WAYFINDING SIGNAGE PROGRAM

The City of Fort Wayne, through its Division of Community Development, is upgrading its current sign system by replacing the various attraction location signs with attractive and informational wayfinding signage for venues and destinations throughout the community.

The new signs will also brand and promote our City to its visitors and guests. Existing metal blade signs will be replaced with a creatively designed wayfinding sign system which will become the City standard. The average price for fabricating and installing these signs is estimated at \$3,700.00 each.

The City has committed to fund the majority of the cost of Wayfinding Signage Program but would like those agencies and organizations which will be identified on the new signs to make a modest, one-time contribution to the Program which will be used to maintain the signage.

The requested contribution is \$1000.00 for an organization which is identified on one sign and an additional \$100.00 for each additional sign on which the organization is identified. (Name of Organization) will be identified on ___ wayfinding sign(s) which would equate to a one time contribution of _____.

Please execute this document in the space provided below to evidence your organization's willingness to support the City's Wayfinding Signage Program with the above-described contribution to the maintenance of the signage.

Thank you for your support.

CITY OF FORT WAYNE DIVISION OF COMMUNITY DEVELOPMENT

By: _____

Its: _____

(Name of Organization) agrees to support the City's Wayfinding Signage Program with the above described one time contribution.

By: _____

Its: _____

Date: _____

An Equal Opportunity Employer

The following organizations have expressed a willingness to support the City's Wayfinding Signage Program with onetime contribution to the maintenance of the signage.

Allen County War Memorial Coliseum –	\$1,900
Parkview Field (Tin Caps) –	\$1,400
Indiana Tech –	\$1,400
SportONE Parkview Icehouse –	\$1,100
Science Central –	\$1,700
Grand Wayne Center –	\$1,500
Fort Wayne Children's Zoo –	\$2,000
Ivy Tech –	\$2,500
Spiece Fieldhouse –	\$1,100
Jefferson Pointe –	\$1,500
Glenbrook Square Mall –	\$1,600
IPFW –	\$1,900
University of Saint Francis –	\$1,400
SportONE Parkview Fieldhouse –	\$1,100
Total Pledged Contribution	\$22,100

SELECTION CRITERIA EVALUATIONS

RFP#3782 McMillen Park Community Center Indoor Playground Project

June 26, 2014

McMillen Park Community Center Playground

Evaluation Criteria	Weight	Sinclair Recreation		Playworld Midstates		Kompan		SoftPlay		Recreation Unlimited		Atomic Playgrounds		Countryside		Kinetic Recreation		Snider & Assoc.	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Playground manufacturers qualifications & Philosophy Statement	7	9	63	9	63	6	42	6	42	6	42	6	42	6	42	6	42	1	7
Playground manufacturers history and years in business	6	9	54	9	54	6	36	6	36	6	36	6	36	6	36	3	18	6	36
Installers Qualifications	9	6	54	6	54	3	27	6	54	3	27	3	27	3	27	1	9	0	0
Sales firm's experience in similar projects	9	9	81	9	81	3	27	6	54	1	9	6	54	3	27	3	27	1	9
Warranty of all equipment	8	6	48	6	48	6	48	3	24	3	24	1	8	6	48	0	0	6	48
Play value of the equipment and layout proposed	8	6	48	6	48	3	24	3	24	6	48	3	24	3	24	3	24	3	24
Surfacing material design and value	7	6	42	6	42	6	42	3	21	6	42	3	21	3	21	6	42	3	21
Identification of playground theme of "Imagination in Motion"	8	9	72	6	48	3	24	3	24	6	48	3	24	3	24	3	24	1	8
Completeness & quality of proposal	9	9	81	6	54	6	54	3	27	3	27	6	54	3	27	3	27	1	9
Maxium Score Possible:	639	Total:	543		492		324		306		303		290		276		213		162
% of Total			85%		77%		51%		48%		47%		45%		43%		33%		25%

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, OTHER PROJECTS

Bid/RFP#/Name of Project	ITB 3664 City of Fort Wayne Wayfinding Signage
Awarded To	Burkhart Sign Systems
Amount	Bid:\$168,900.00 Project Budget of \$200,000.00
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	6
Number of Bidders	8
Required Attachments	RFPs – attach Award Matrix; Bids – attach Tab Sheet

EXTENSIONS

Date Last Bid Out	9/13/13
# Extensions Granted To Date	n/a

SPECIAL PROCUREMENT

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

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

Most Responsible, Responsive Lowest	☒ Yes ☐ 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
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	See attached memo Fulfills a need to help visitors more easily find tourist destinations, based on needs identified in community-based planning. Project will install directional signs along arterial streets to guide visitors to major tourist destinations throughout the community.

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information.</i>	Redevelopment Commission TIF funds: \$40,000
	Legacy Fund: project balance, not to exceed \$175,000

Memo

TO: Common Council Members

FROM: Greg Leatherman, Director, Division of Community Development

DATE: July 17, 2014

SUBJECT: City of Fort Wayne Wayfinding Signage

Visitors to Fort Wayne struggle to find their way to outlying destinations in the community. These visits bring significant money and jobs to the local economy. The Downtown Blueprint in the 1990s and more recently, the Front Door Fort Wayne plan recognized the value of making visitor travel easier and a more pleasant experience within this community. Visitor wayfinding signs in and to Downtown were installed in separate phases in the 2000s, with the intent to add signs for outlying destinations in the future. More recently, Champion Teams recommended use of Legacy Funds to implement this latest phase of the work.

After engaging 13 destination facility managers, and drawing on the professional skills of City staff and consulting designers and engineers, plans were prepared and bids received for a package of work including installation of 57 arterial roadway signs involving more than 14 destinations. These facility managers have collectively committed more than \$21,000 toward operation and maintenance of these new signs.

All signs are of a graphically distinctive design, lending specific identity to Fort Wayne, and follow sound graphic, structural and transportation engineering principles.

The low base bid, from Burkhardt Sign Systems, is for \$168,900, requiring Common Council approval for the contract amount as well as use of Legacy funds. Being 15% below the original approved project budget of \$200,000 allows planned options to be added to the project to improve its longevity, include City Limits signs and make adjustments requested by facility operators.

The Redevelopment Commission has indicated their willingness to provide financial support toward the work. We request Common Council to approve entering into a contract with Burkhardt Sign Systems, in an amount not to exceed \$175,000, for this project.