

AN ORDINANCE approving the awarding of ITB #3837183 - SERVICE AGREEMENT – BREWER PARK REDEVELOPMENT - (\$163,400.00) by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and JPR, INC. for the PARKS AND RECREATION DEPARTMENT.

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

SECTION 1. That ITB #3837183 - SERVICE AGREEMENT – BREWER PARK REDEVELOPMENT - by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and JPR, INC. for the PARKS AND RECREATION DEPARTMENT, respectfully for:

PREPARATION OF CONSTRUCTION DOCUMENTS NECESSARY TO BID AND CONSTRUCT IMPROVEMENTS AT BREWER PARK, INCLUDING NEW PLAYGROUNDS AND SPLASH PAD, NEW PAVILION WITH RESTROOMS, TWO NEW BASKETBALL COURTS WITH MURALS, AND A NEW PERIMETER WALKING TRAIL;

involving a total cost of ONE HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS – (\$163,400.00) all as more particularly set forth in said 3837183 - SERVICE AGREEMENT – BREWER PARK REDEVELOPMENT which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

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

Score Tabulation

Brewer Park Redevelopment
Quest #3837183

March 2, 2023

CONSULTANT:	JPR, Inc.	Anderson Bohlander	Omnes		
SCORE:	92	81	70		
TOTAL FEE	\$163,400	\$303,500	\$255,295		



SERVICE AGREEMENT: Brewer Park Redevelopment, #3837183

SUPPLIER NAME JPR, Inc.		CITY DEPARTMENT Parks and Recreation	
STREET ADDRESS 222 Pearl Street		STREET ADDRESS 705 E. State Blvd.	
CITY, STATE, ZIP CODE Fort Wayne, IN, 46802		CITY, STATE, ZIP CODE Fort Wayne, IN 46805	
ATTENTION Nathan Dieg		INVOICE ADDRESS 705 E. State Blvd.	
TELEPHONE 260-422-2522	FAX	CITY, STATE, ZIP CODE Fort Wayne, IN 46805	
EMAIL ADDRESS ndeig@jpr1source.com		ATTENTION Alec Johnson	
		TELEPHONE (260) 427-6425	FAX

Service Description	Rates
Improvements per contract documents.	\$163,400.00
Aggregate Price	\$163,400.00

The following is made a part of this Agreement:

- EBE Rider
- Proposal

SERVICE ADDRESS Brewer Park
CITY, STATE, ZIP CODE Fort Wayne, IN
AGREEMENT START DATE Date given on Purchase Order
AGREEMENT END DATE 18 months after issuance of P.O.

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:

City of Fort Wayne – Board of Park Commissioners

By (Signature): 	By (Signature):
Printed Name: Nathan Dieg	Printed Name: Steve McDaniel
Title: Project Manager	Title: Director
Date: 3/8/23	Date: 3/8/23
FEDERAL TAX ID NUMBER: 35-1756978	

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.
(b) General Liability	\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate
(c) Automobile Liability	\$1,000,000 minimum per occurrence
(d) Products Liability	\$1,000,000 minimum per occurrence
(e) Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 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 assumed 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 supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and

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

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.

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

E.B.E. RIDER

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

NOTE: In the case of a federally-funded project, the term Emerging Business Enterprise (E.B.E.) Shall instead be interpreted as referring to a Minority Business Enterprise (MBE) or a Woman Business Enterprise (WBE), as defined by the federal government, and all City of Fort Wayne E.B.E. requirements found in this E.B.E. Rider shall apply.

WITNESSETH:

WHEREAS, Contractor is the apparent low bidder on construction project commonly referred to as Brewer Park Redevelopment, which project was bid under Resolution Number 3837183; and

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

WHEREAS, Owner has, pursuant to Executive Order 90-01 (as amended) 12/19/91), adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order; and

WHEREAS, said Executive Order states:

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

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

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

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

If the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works escrow agreement. However, payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver. If at the time final payment application is made, contractor has not attained the 10% E.B.E. goal, contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 10% E.B.E. goal.

4. Determination of Waiver Requests. The Contractor Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said Requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.

5. Good Faith Per Se. In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have been subcontracted for every sub-contract for which there are qualified E.B.E.'s available.

6. Consequence of Noncompliance. In the event the Board of Public Works approves a recommendation that contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the difference between 10% and the percentage level met. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.

7. Waiver Approved. In the event the Fort Wayne Board of Park Commissioners Determines that a good faith effort to comply with this E.B.E. Rider has been made, the contract shall not be reduced, and the balance owing to the contractor shall be paid in full.

IN WITNESS WHEREOF, the parties have executed this E.B.E. Rider this 8th Day of March, 2023.

By: Nathan Dieg
Nathan Dieg

Company: JPR, Inc.

ATTEST:

Steve McDaniel
Steve McDaniel, Director
Fort Wayne Parks and Recreation Department



JONES
PETRIE
RAFINSKI

www.jpr1source.com

BREWER PARK REDEVELOPMENT

FORT WAYNE, INDIANA

REQUEST FOR PROPOSAL | 02.27.23

PROPOSAL CONTACT

Nathan Deig, PLA
Director of Landscape Architecture
ndeig@jpr1source.com
(260) 422-2522

222 Pearl Street, Fort Wayne, IN 46802

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February 27, 2023

Attention: City of Fort Wayne Parks
& Recreation Department
705 E. State Blvd.
Fort Wayne, IN 46805

RE: FORT WAYNE PARKS - BREWER PARK REDEVELOPMENT - REQUEST FOR PROPOSALS

Dear Selection Committee,

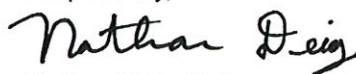
The design team of Jones Petrie Rafinski (JPR) understand the importance that the Brewer Park improvements will have for the Southeast area Fort Wayne community, in terms of creating a vibrant park that serves as an anchor for the cultural life of the surrounding area. We as the design team clearly understand the goal of designing a welcoming, beautiful, and safe space for area residents that offers amenities and activities designed with the guiding principles that have been laid out in the Brewer Park Master Plan. Implementing this Master Plan as a priority is critical to enhance the vitality, while also maintaining the strong quality of life focus that is so important to the current and future residents of this neighborhood.

The design team assembled will draw from our extensive experience to drive forward the Master Plan and help provide Schematic Design, Design Development, Construction Documents and Construction Administration along side the City of Fort Wayne Parks and Recreation Department. We understand the critical components of the Brewer Park improvements and stand ready to help the City and community achieve their goals. Planned components include a centrally located pavilion that will be designed to serve park visitors with restrooms, a drinking fountain and shelter. Shade features will be included to provide relief from the sun and areas for visitors to sit and relax while still maintaining safe observation of their children. A splash pad and playground for area children along with new full-court basketball courts and multi-use sport field. A prominent and accessible pathway will traverse the perimeter of the park, connecting the major park amenities. Art gardens will provide cultural education and enjoyment for visiting patrons. Additionally the design team will carefully study the sidewalk, cross walk, and park access locations in order to create a safe environment along the street edge.

The City of Fort Wayne Parks and Recreation Department has done a fantastic job of garnering community engagement and stakeholder input for the development of the Brewer Park Master Plan. The JPR team brings lots of experience in the public participation process and is ready to provide any additional help the Parks and Recreation Department deems necessary.

The design team, lead by Nathan Deig – Director of Landscape Architecture, intimately understands the process of successful recreation planning, design, and construction knowing the community parks system are the essence of the community's quality of life. The JPR team is uniquely qualified with an extensive background in park and recreation design and currently has allocated the necessary time needed to successfully complete this project. With the experienced disciplines of Landscape Architecture, Architecture, Planning, Structural and Civil Engineering, and Survey - all provided within our team - we will deliver a project that is well coordinated, creative, successfully navigates challenges and conflicts, and ultimately achieves the City's and Community's goals and vision. We are confident that our design team offers the necessary design creativity, technical expertise, working history, and considerable experience of similar complex projects to make this project a success for the City of Fort Wayne.

Respectfully,



Nathan Deig, PLA,
Director of Landscape Architecture

Land Surveying • Civil Engineering • Planning • Architecture • Project Funding • GIS • Environmental • Renewable Energy • Landscape Architecture

325 S. Lafayette Blvd.
South Bend, IN 46601
574.232.4388

222 Pearl Street
Fort Wayne, IN 46802
260.422.2522

jpr1source.com

JPR COMPANY BACKGROUND



Our company, Jones Petrie Rafinski (JPR), has earned its reputation as a highly regarded consulting firm for over three decades. Today, we offer a full selection of professional services to a broad spectrum of clients.



JPR is a service business, focused on the needs of our clients. Our goal is to be your single source for visionary, cutting edge and economical solutions.

To do so, JPR combines its eight services to meet your needs and realize your vision.

- **Architecture**
- **Engineering**
- **Environmental Services**
- **Geographic Information Systems**
- **Landscape Architecture**
- **Planning**
- **Renewable Energy**
- **Surveying**

From pre-planning to project completion, we tailor our approach to meet client demands. This emphasis on superior client service sets us apart from our competitors and enables us to realize your project on time, on budget, exceeding expectations.

Structure:

Sub-S Corporation (Indiana)

Number of Employees: 73

History: Founded 1988

Principals:

Kenneth K. Jones, PS

President/CEO

Kenneth Jones, Jr., PS

Chief Financial Officer

David M. Rafinski

Chief Operating Officer

Andrew Cunningham, PLA

Vice President

Organizational Description:

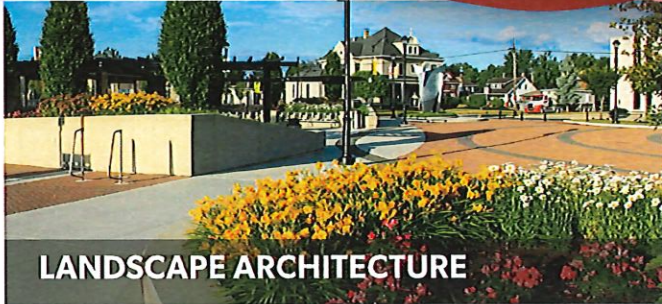
Employee owned, architectural & engineering firm with a broad area of practice, emphasis on municipal and development consulting services

Locations:

222 Pearl Street
Fort Wayne, IN 46802
P: 260.422.2522

325 S. Lafayette Blvd.
South Bend, IN 46601
P: 574.232.4388

JPR COMPANY BACKGROUND CONT'D



LANDSCAPE ARCHITECTURE

From concept through details, our services are tailored to each project with a unique approach to form, function and cost.



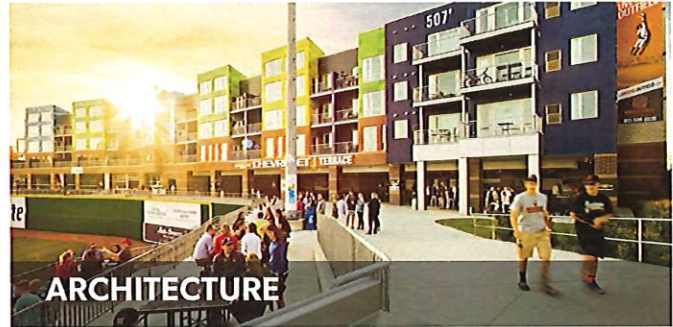
ENGINEERING

JPR has extensive experience in providing quality complex civil, structural, mechanical, and municipal systems engineering services.



PLANNING

The nationwide experience of our staff helps provide creative yet sound, innovative, yet realistic solutions for your community planning needs.



ARCHITECTURE

From franchise services, sports centers, & institutional structures to steel buildings and historic renovations, our architectural staff is prepared to provide complete and cost-effective planning and implementation.



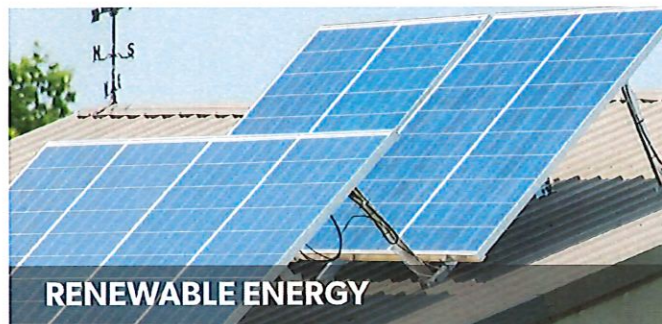
GIS

This department can help with utility inventory, highway maintenance, transportation, survey data, parks and recreation, and much more.



ENVIRONMENTAL

This department offers services such as environmental engineering, geotechnical engineering, and wetland habitat preservation and mitigation strategies.



RENEWABLE ENERGY

From point-of-use wind solutions to bio-mass generation, JPR is continuously developing ways for our clients to benefit from the advancements.



LAND SURVEYING

From boundary surveys to topographic surveys, mortgage surveys to right-of-way surveys, the firm's survey history is one of the most impressive in the region.

QUALIFICATIONS / PROJECT PORTFOLIO

Riverfront Phase 2A

Fort Wayne, Indiana

PROJECT COST:
CLIENT CONTACT:
PROJECT MANAGER:

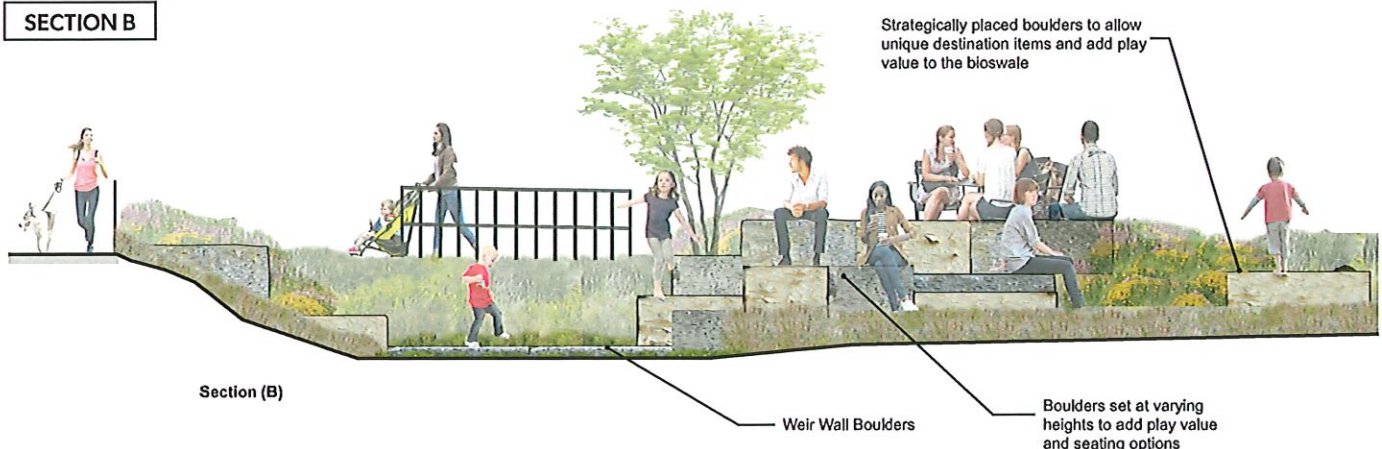
\$2.5 Million
Alec Johnson / City of Fort Wayne
Nathan Deig, PLA
Claire Eltzroth, PE

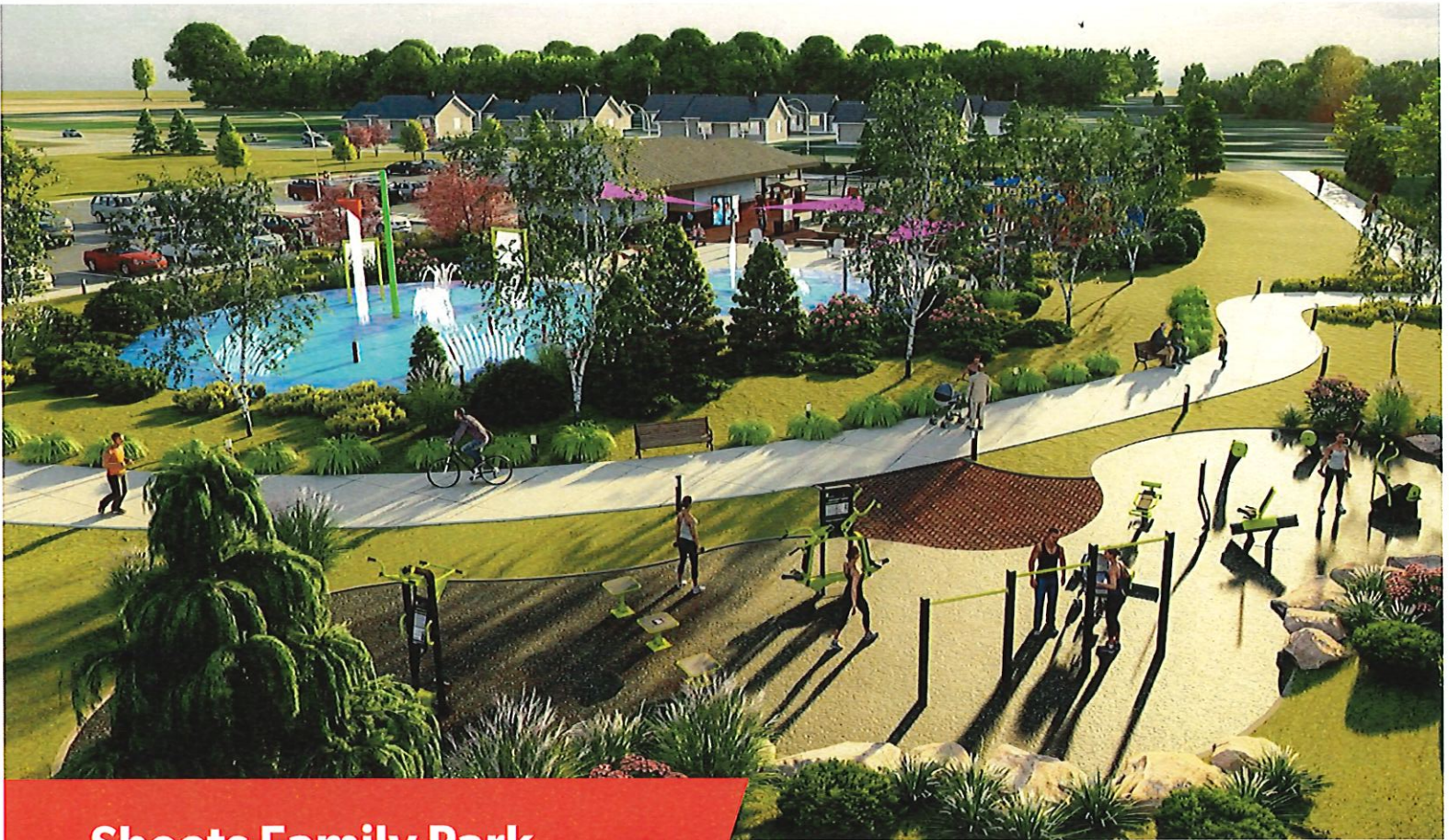
The Riverfront Phase 2A project serves as a vital connection linking a modern park amenity on the west in Promenade Park with a historic park amenity on the east in Headwaters Park. The park provides a unique variety of experiences ranging from concrete walkways to natural boulder pathways through a bioswale, and seating plazas capitalize on the beautiful views of the St. Marys River. A traditional plaza with seating opportunities is provided adjacent to the mixed-use development, while an informal seating area is located within the heart of the park in the bioswale.

Serving as a major linkage between the two key parks, and as a part of the larger riverfront park development, the design team collaborated heavily with the City of Fort Wayne and stakeholders to develop a concept that strategically utilizes design themes to fuse the unique and intricate designs of the spaces around it.

Since the park space was vastly located within the floodplain of the St. Marys River, the design and grading of the site was intricately developed to balance cut/fill volumes while also utilizing sustainable strategies to capture and filter stormwater from adjacent properties with the park.

SECTION B





Sheets Family Park

Angola, Indiana

CONSTRUCTION ANTICIPATED TO BEGIN FALL OF 2023

PROJECT COST: \$4 Million (approximate)
CLIENT CONTACT: Sarah Funkhouser, Steuben YMCA CEO
 260.668.3608
PROJECT MANAGER: Nathan Deig, PLA, ASLA
 Josh Barkley, PLA

JPR has worked with the design team and stakeholders to develop conceptual site designs for the Sheets Family Park, located in Steuben County at the YMCA. The concept encompassed both the planning and organization of an inclusive park with playground spaces, recirculating splash pad, pickleball courts and a restroom building with an open air pavilion.

As the project has transitioned into construction documents, JPR is leading the design efforts for the new park and has been spearheading stakeholder and community engagement sessions. To strengthen the inclusive design and build community consensus, JPR facilitated an inclusive design meeting with key stakeholders. Through the process, the design team met with individuals from local organizations including the Children's Autism Center, Easterseals Rise, Steuben County Metropolitan School District, and Cameron Memorial Hospital to receive valuable input on methods and strategies for incorporating inclusive elements into the park design and programming to cater to individuals of all ages and diverse ranges of abilities.

The playground and recirculating splash pad have been designed to include spaces for the 2-5 and 5-12 age groups while also encompassing a variety of additional play elements that appeal to all ages - such as natural play mounds. The pickleball courts, two of which are championship courts and sized for wheelchair play, include a variety of seating and observation areas and can be used for both formal competitions and individual pickup games.

Overall, the site design strategically uses accessible transition spaces to separate elements while also maintaining viewsheds. This includes the strategic use of wide paths, shaded and non-shaded seating areas, and pockets of vegetation.

When completed, this project will provide the community with an inclusive park that can be enjoyed by everyone - no matter their physical or social abilities. It will also provide the community with its first splash pad, giving those who may not have access to the nearby lakes the ability to cool off on a hot summer day.



New Haven Community Center Park

Fort Wayne, Indiana

PROJECT COST: \$1.7 Million (Park Phase)
CLIENT CONTACT: Pone Vongphachanh
260.748.7041
PROJECT MANAGER: Nathan Deig, PLA

Nearly three decades of studies and investigation by the Park Board clearly demonstrated the desire of residents to have a facility that would provide comprehensive and diversified programming year-round. New Haven made the first step towards accomplishing this goal by renovating an existing building to develop their Community Center, which now provides the community with a variety of amenities and programming.

The next phase developed property surrounding the Community Center, building on the success of the center thus far and standing as a grand example of the New Haven Parks and Recreation Vision: "Building the community and increasing the quality of life through people, parks, and programs."

Phase two provided a diverse range of amenities that offer recreational opportunities for all ages and will assist in strengthening the community and enhancing the quality of life for everyone. Amenities include a

multi-functional outdoor plaza, inclusive playground, accessible splash pad, restroom and storage building, four pickleball courts, basketball court, open spaces and a trail connection, along with site lighting improvements.

As the Community Center becomes the hub of New Haven, the City already anticipates future expansion which will be easily achievable due to the thoughtful and forward-thinking design and layout of each space. The limits of where this project could go are unknown, but preparations have already been made for a future facility expansion to incorporate a recreational center doubling its size. Other ideas include a synthetic ice rink on the pickleball courts with adjacent concessions, open areas for future programmed spaces, and the development of a safer vehicular entrance onto the property.

Thrilled to expand the Community Center and better fit the community's needs, the City of New Haven and JPR can't wait to see what the future holds.



Winona Lake Limitless Park

Winona Lake, Indiana

PROJECT COST:
CLIENT CONTACT:
PROJECT MANAGER:

\$1.75 Million
Holly Hummitch
Nathan Deig, PLA
Austin Blomeke, PLA

JPR worked with the Town of Winona Lake to design and develop the Winona Lake Limitless Park, which offers opportunities for social engagement and play that extends beyond current ADA requirements.

JPR worked with caretakers, physical and occupational therapists, parents and teachers to develop a playground and splash pad that not only provides a unique play environment, but also infuses therapeutic aspects for those that have physical and cognitive challenges. This destination park includes a recirculating splash pad, fully accessible restroom

building, playground equipment that provides ADA access throughout the entire structure, natural play elements including climbing rocks and crawl tunnels, and individual structures that provide respite for those that may have Autism.

The park is thoughtfully designed to be fun, inclusive and to provide opportunities to assist in the development of cognitive and gross motor skills.

The Town is intending to expand on the park with the next phase of JPR designed improvements being released for bid in spring 2023.





Monroeville Community Center

Monroeville, Indiana

PROJECT COST: \$900,000
CLIENT CONTACT: Don Gerardot 260.740.8040
PROJECT MANAGER: Nathan Deig, PLA

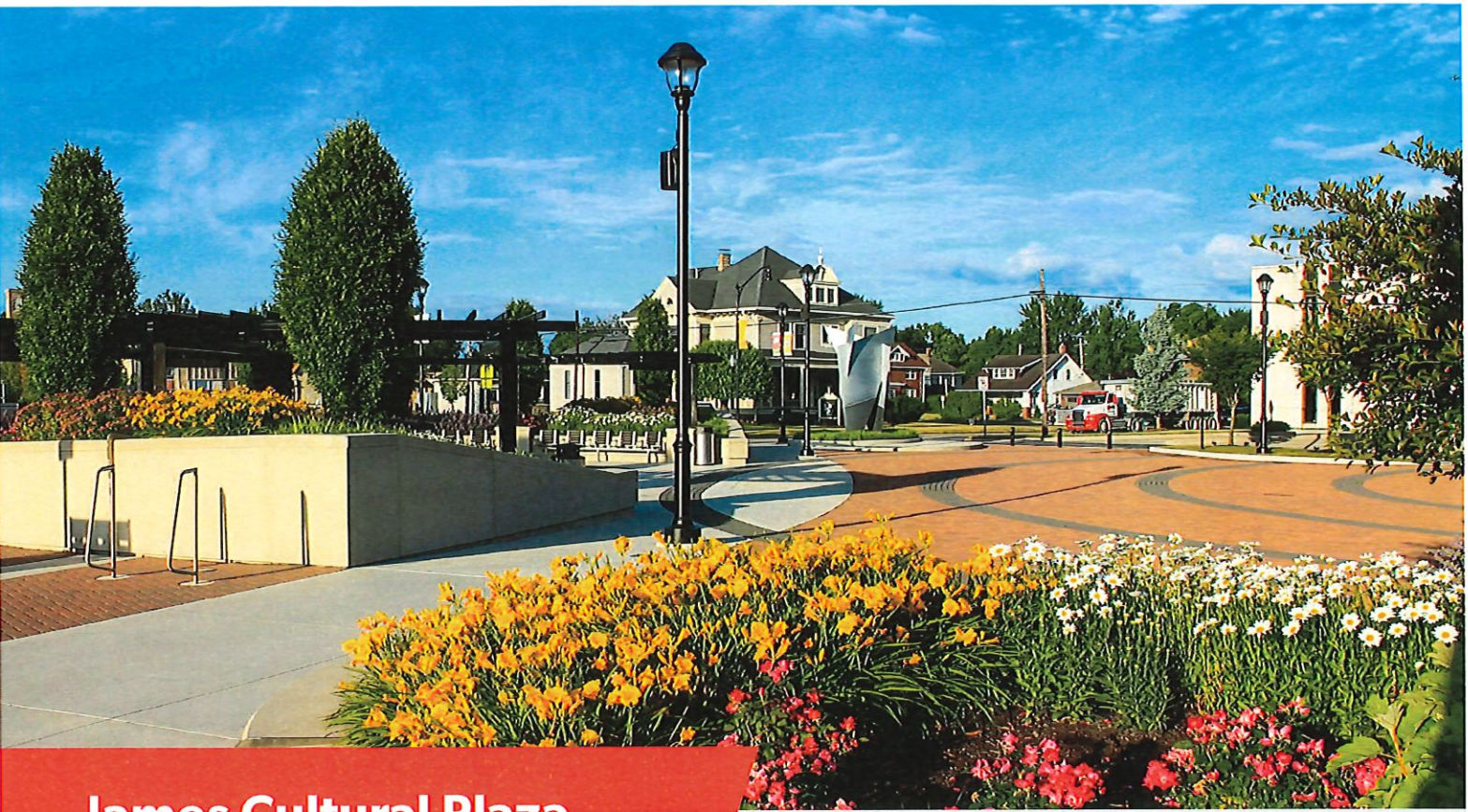
From the master planning level to the level of implementation and construction administration, JPR assisted the Town of Monroeville in completing once-in-a-lifetime improvements to the community's only public park.

After identifying needs and opportunities for the Community Park, JPR worked closely with the Town of Monroeville to develop plans that were utilized to secure a \$200,000 matching grant through The Land and Water Conservation Fund (LWCF). This funding, along with the Town's additional financial funds, was leveraged to gain additional financial support from the Allen County Capital Improvement Board. With the installation of two accessible playgrounds, the Town also received funding

from the AWS Foundation. These grants and additional funding allowed the Town of Monroeville to stretch their limited budget and make a significant impact on their Community Park – while also improving the quality of life for their community.

A constructed splash pad was the first within the southeast portion of the County, and families within the community also benefited from the installation of two new and accessible playgrounds with adjacent parking. Permanent beanbag-toss games were also installed near the existing northern pavilion. To provide better connectivity within the park and its community, over a half-mile of 8-foot multi-use asphalt trail and multiple concrete connector pathways were installed.





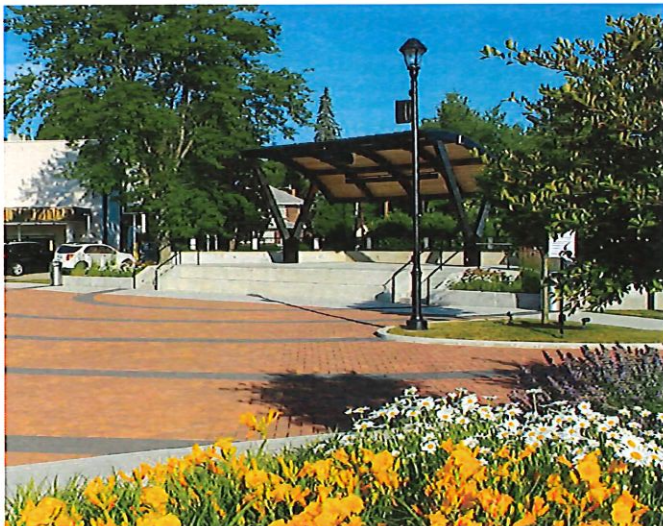
James Cultural Plaza

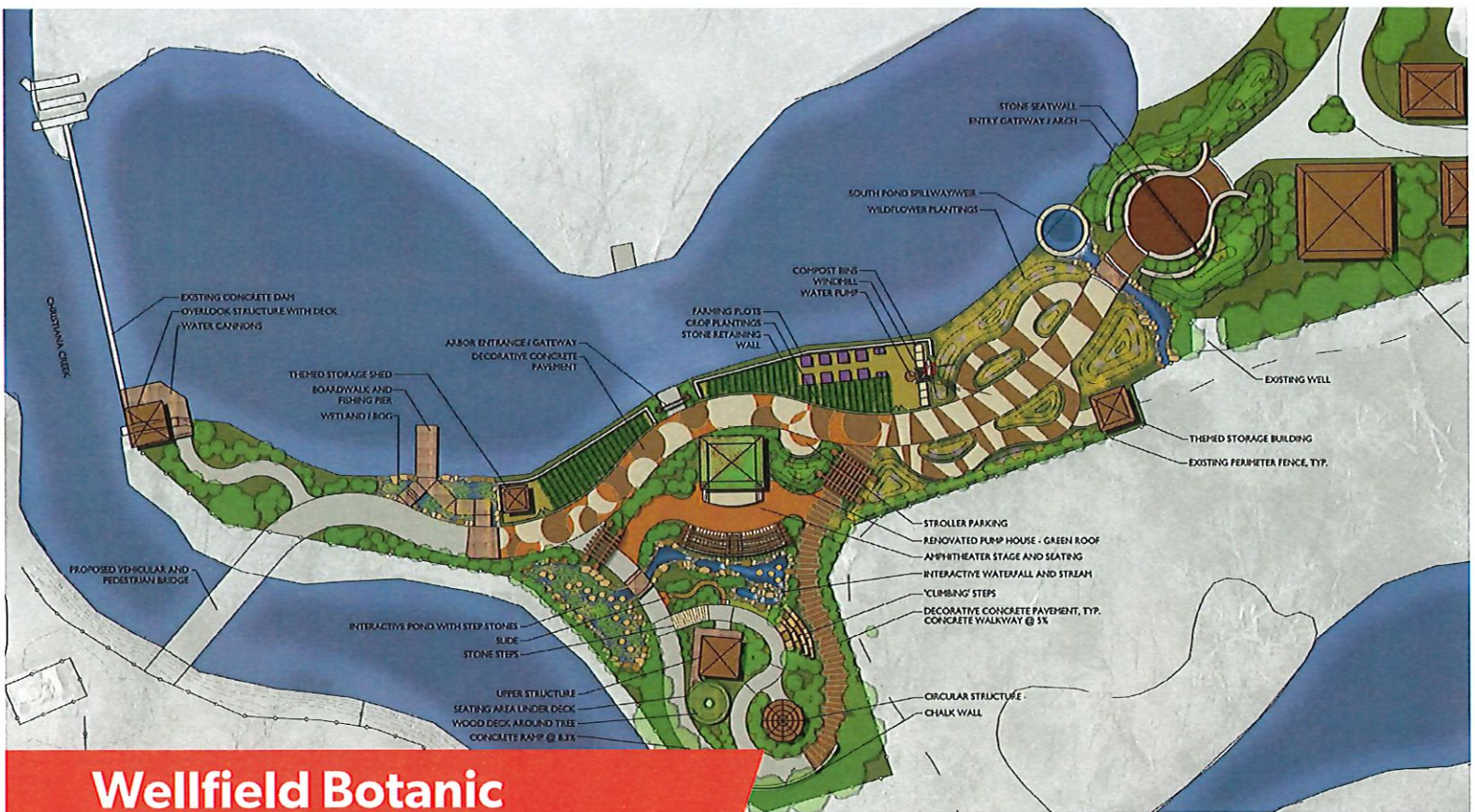
Auburn, Indiana

PROJECT COST: \$1.2 Million
CLIENT CONTACT: Jeff Durbin - 260.927.5431
PROJECT MANAGER: Andrew Cunningham, PLA, ASLA
Kevin McCrory, RLA, ASLA

JPR was commissioned by the James Foundation to provide a cultural and civic plaza for the City of Auburn, Indiana. This multi-purpose space is designed to be used as a gathering space by both large groups for performances and festivals as well smaller groups and individuals with more intimate seating spaces. The Cultural Plaza provides opportunities for art and sculptural pieces to be displayed throughout the site.

Various details and decorative walls echo Auburn's rich automobile history through various shapes and profiles. A performance stage with an overhead canopy is located in the northwest corner. The central plaza space serves as an audience space, as well as a location for farmer's market and festival vendors or even parking. The plaza is paved with permeable pavers in order to retain the stormwater on-site.





Wellfield Botanic Children's Garden

Elkhart, Indiana

PROJECT COST:
CLIENT CONTACT:

\$1.5 Million
Eric Amt, Director - 574.266.2006
e.amt@wellfieldgardens.org

PROJECT MANAGER:

Andrew Cunningham, PLA, LEED AP
Austin Blomeke

In 2013, the Wellfield Botanic Garden in Elkhart, Indiana, commissioned JPR to master plan, design, and oversee the construction of Children's Garden located within the Botanic Garden Campus. The JPR team undertook the challenge of gaining consensus through multiple key stakeholders and developing a unified vision for the Children's Garden. The project successfully achieves the goal of allowing children to directly engage with the natural environment through the use of passive and active play elements. Through multiple workshops and concept refinement these custom elements create a magical space for children that includes:

- Whimsical gateway
- Interpretive pathway
- Water feature creek and spillway
- Wildflower meadows
- Vegetable garden/interactive farm
- Amphitheater
- Rock climbing wall
- Quite reflective and reading spaces
- Treehouse structure

The JPR team provided a complex and custom design for the Children's Garden that weaves these major elements together providing a natural environment that is ADA accessible, educational, stimulating, exciting, and reflective.





Lafayette Greenspace

Fort Wayne, Indiana

PROJECT COST: \$130,000
CLIENT CONTACT: Stacy Haviland
PROJECT MANAGER: Andrew Cunningham, PLA, ASLA
 Nathan Deig, PLA, ASLA

The City of Fort Wayne selected JPR to develop the design of a pocket park on the southeast corner of the Lafayette Place neighborhood, at the intersection of Lafayette Street and East Pettit Avenue. The pocket park design included an 8-foot-wide asphalt trail to provide safe walking conditions for neighborhood residents who were otherwise required to walk along a narrow sidewalk at the back of a curb on two busy streets. A double-sided entrance sign, that matched an existing sign within the neighborhood, was incorporated to serve as a gateway to the Lafayette Place neighborhood.

Decorative lights provide visibility for walkway users, and a combination of overstory and ornamental trees provide shade and visual interest. Along the edges of the site – adjacent to residential properties – a dense vegetative screen was provided for both aesthetic purposes and to operate as a sound buffer. A butterfly garden, designed by the City of Fort Wayne, was also incorporated to provide a respite for butterflies. In addition, all site improvements were designed in a way that will accommodate a future turn lane on Lafayette Street.



KEYS FOR SUCCESS

We want to see our communities thrive. That's why we offer a tailored approach to the design of every project. We combine our unsurpassed technical expertise with our recognized design capabilities to develop plans for projects that are creative, implementable, and sustainable. The work we do together will have a positive impact on the City of Fort Wayne for generations to come - providing a good quality of life and a strong sense of community for every citizen.



Planning

We plan at the beginning to save time and headaches later. A good plan means we identify the challenges and small details from the start, setting the process that everyone is expected to follow throughout the project.



Design

You can't find a solution until you have a clear idea of what the challenges are. We use the design process to solve these concerns. In this phase, we define the steps needed to tackle each challenge and put your plan into operation.



Implementation

An idea can only become reality once it is broken down into organized, actionable elements within a timeline. We will provide a roadmap for implementation consisting of attainable tasks.

Keys for Success

COLLABORATIVE APPROACH

A good plan starts with great collaboration. Our design team is intentionally made up of landscape architects, architects, engineers and surveyors, with additional resources from a variety of departments including environmental, planning, and GIS available as needed. **This collaborative approach allows our team to gain a full understanding of project constraints and opportunities, allowing them to create powerful designs that are implementable, maintainable, and cost-effective.**

OPEN AND EFFECTIVE COMMUNICATION

Effective communication can help foster great working relationships and ensure the goals of the Parks Department are met. Because of this, our team members are diligent about answering phone calls and emails as quickly as possible. **We take pride in our ability to rapidly respond to any challenge that might arise on a project and provide solutions promptly to avoid any delays in the timeline or increases in the budget.** This continues throughout the project and even into construction as **our office is located less than 4 miles and 10 minutes from the project.**

DILIGENT COORDINATION

Implementation and execution often requires multi-sector partnerships and jurisdictional coordination. This is facilitated through frequent communication with all stakeholders and permitting agencies throughout the project. **However, we have found that early coordination with permitting agencies is important to the success of the project and a smooth permitting experiences.** For our team, involving all stakeholders and permitting agencies at the beginning of the project is crucial.

MANAGEMENT OF EXPECTATIONS

The design team is proactive in the management of stakeholder expectations by providing an organized project schedule, defining roles and responsibilities early, providing clear communication throughout the project, and sharing research and value regularly. **In addition, the team will listen to all viewpoints, recognize concerns, and facilitate solutions.**

CONSTANT REVIEW

Constant review is critical throughout the entire process for the safety of the community and project success. **Providing clear communication when changes occur, mitigating risks as they come up, and producing updated schedules as applicable helps keep the project running smoothly.**

INCLUSION OF MAINTENANCE STAFF

Collaborating with maintenance staff is critical. By including them in the design process, it **ensures that designs can be maintained with current procedures, equipment, and staffing levels.**

PUBLIC PARTICIPATION

The Parks Department staff and Many Nations Church of the Nazarene have already conducted a critical piece to pave the way for a successful implementation via the robust public input conducted during the master planning efforts. We strongly believe that proactive engagement of stakeholders and community members is beneficial as it cultivates a sense of ownership and continues to build consensus. This is why our team is eager to aid the Parks Department through the provisioning of renderings and marketing materials to further spearhead any public meetings.

CURRENT CONDITIONS TO CONSIDER



IMPROVED RAMP AT CORNER



EXISTING UTILITY INFRASTRUCTURE



IMPROVED CROSSING NEEDED



PROVIDE BUFFER



STEEP GRADE CHANGE



IMPROVED RAMP AT CORNER



EXISTING PLAYGROUND



FIELD INSPECTION OF BREWER PARK
CURRENT CONDITIONS



MAILBOXES ON NORTH
SIDE OF ROAD



EXISTING OVERHEAD LINES



EXISTING MEMORIAL TREE

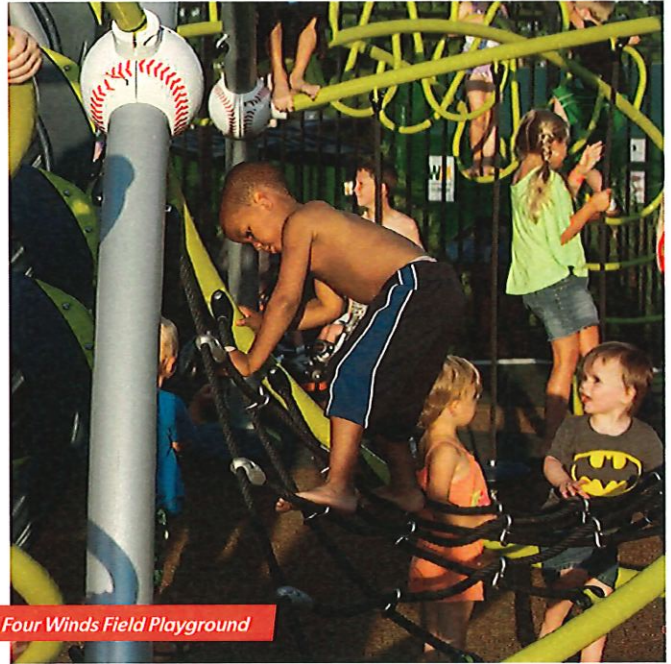


PROJECT COMPONENTS

Along with the current site conditions that must be considered, as shown on the previous page, it is also important to consider the different project components that will make up the new space. Each element from the play areas to the plantings, will have an integral role in shaping the overall experience of the space. Through our understanding of how these components work together, our design team will create a welcoming, functional, and safe environment for all users no matter their age or ability.



Four Winds Field Splash Pad



Four Winds Field Playground

PLAYGROUNDS AND WATER FEATURES

Providing two distinct playgrounds that service different age groups for kids with various physical and social abilities is essential for the community. Working with a selected vendor to develop playgrounds that complement each other, while also integrating them into the site in a methodical way, is important when creating a cohesive space that generates excitement for its users.

Creating a variety of seating areas, both shaded and not, that are designed to include open views through the park is of utmost importance in creating a family-friendly, accessible space. The development of social gathering spaces that include shade, water, and access to restroom facilities are crucial so as to provide a place for children who may spend their entire summer day within the park alongside their friends.

We at JPR understand and possess the strategic planning and critical design thinking needed to merge the identified programmatic components together to create a hub of activity within a community. These range from aesthetic decisions regarding thematic elements and color palettes used across the playground, splash pad, and pavilion, to the technical decisions about the type of equipment needed for success.

We know choosing between recirculating and drain-to-waste splash pads can be challenging. Our team understands that, many times, this decision goes beyond the play experience each type can provide. It must also consider the impact of existing site conditions and long-term maintenance.

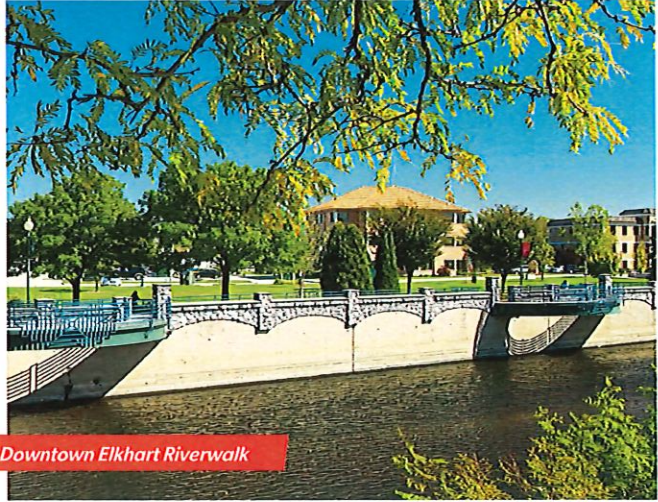
PROJECT COMPONENTS



New Haven Community Center Basketball Courts

BASKETBALL COURTS

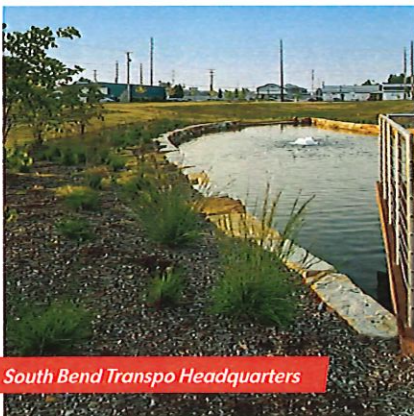
Working with the Parks Department, the team will develop a design to implement two full-court basketball courts in an appropriate arrangement, providing a catalytic opportunity for social engagement with both park users and the community. Enlisting a local artist to convey and celebrate community-life through the creation of surface murals will provide an exciting way to engage the community.



Downtown Elkhart Riverwalk

PERIMETER WALKING PATHS

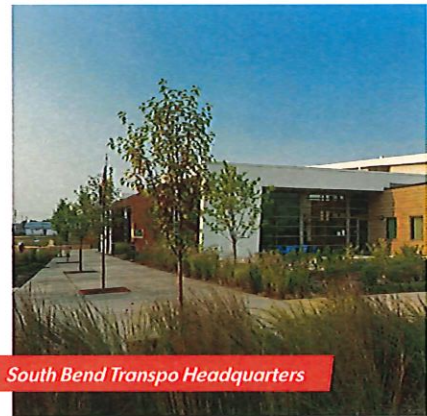
Utilizing our background in trail and walkway design, our team of engineers and landscape architects will develop a well-designed, meandering walking path. This path will be implemented at a measurable distance throughout the park to promote active lifestyles for all generations, and it will be strategically designed to provide circulation to park amenities and connections to adjacent road crossings and sidewalks.



South Bend Transpo Headquarters



Mishawaka Hospice Center for Care



South Bend Transpo Headquarters

NATIVE PLANTINGS

JPR understands that utilizing native plants in urban settings has profound benefits beyond improving aesthetics and the overall community outlook. The use of native plants in the appropriate manner can help create healthy and rigorous landscapes. They can aid in the absorption of stormwater and filter out urban pollutants – thus helping to lessen stress on local waterways and provide better resistance to harsh localized weather. With the ability to thrive in the local environment, these native plants require minimal maintenance and will serve as a perfect canvas to display and highlight temporary and permanent artwork from the community.

WORK PLAN/METHODOLOGY USED FOR PROJECT

We believe project success begins with a partner who is devoted to making your vision come to life. We stand by our clients as technical experts throughout the entire process, and our team is committed to providing professional, quality services and support.

The overall project approach for developing and managing the design and construction effort of Brewer Park will consist of the following phases:

1. Project Kick-Off & Coordination
2. Conceptual and Schematic Design
3. Design Development
4. Construction Documents
5. Bidding & Negotiation
6. Construction Administration

Each phase is described below. Additionally, each phase allows for input and feedback from the City of Fort Wayne Parks and Recreation Department and any additional stakeholders that may be required.

"What's unique is our design team's ability to listen to your needs and effectively translate those visions into creative, successful and economical design solutions."

PHASE 1: Kick-Off & Coordination

Working with the Parks and Recreation Department, the design team will gather and confirm information for the Brewer Park project. We will facilitate this process by conducting an initial kick-off meeting where participants will be encouraged to contribute information and ideas, along with past experiences related to the project or lessons learned during the Master Plan efforts. Through this meeting, the design team will:

1. Confirm goals and objectives
2. Define study areas and scope
3. Conduct key organization interviews with the Parks Department staff

At the end of this phase, the design team will review and finalize any changes to the Master Plan that may need to be updated.

TOPOGRAPHIC SURVEY: To provide accurate drawings and budgets early in the design process, JPR will begin the topographic survey process upon notice to proceed:

- Setting horizontal and vertical control
- Locating existing utility lines
- Location of above-ground features
- Plot record deed lines based upon provided legal descriptions
- Reduction of collected data to create an existing base map of the site to be used in site design work and the construction plan set



WORK PLAN/METHODOLOGY USED FOR PROJECT

PHASE 2: Conceptual and Schematic Design

CONCEPTUAL INVESTIGATION: To begin Phase 2 the JPR team will take the Master Plan developed by the Parks and Recreation Department and begin the finalization process in order to move into Schematic Design. At this phase our Team can create a variety of sketch illustration plans and other graphic figures to ensure the Fort Wayne Parks and Recreation Department, stakeholders, and any other focus groups understand the design intent for the project and identify the preferred concepts and ideas. Following the same process, the design team will also develop alternatives if necessary - obtaining confirmation of each to determine which design elements best meet the project goals and objectives. Each design will also be vetted through our comprehensive design team's review and quality control processes to ensure constructability and accuracy.

The design team will present their findings and submit all plans, drawings, and specifications to the Parks Department for approval.

SCHEMATIC DESIGN: Working from the approved design concepts, the design team will further evolve the Conceptual Design, which is broken out to meet the initial budget. The team will develop a schematic set of documents for budget pricing and coordination. These documents will include more detailed diagrammatic site plans, sections, and renderings of the proposed improvements from which a construction cost estimate will be developed and value-engineered (VE) items identified. The team will meet with the Parks Department staff and stakeholders to address any comments and questions regarding design and associated revisions to the design.

GEOTECHNICAL INVESTIGATION: A geotechnical investigation for this site will also be required to provide critical information for the foundation, pavement, and stormwater management approach - as well as to satisfy permitting and engineering requirements. While it is understood that the geotechnical investigation would be conducted separately from this contract, JPR is willing to coordinate these efforts as part of this proposal or would be willing to perform these tasks under a separate contract. Based on the project scope, we would anticipate this to involve approximately 6 soil borings within the site boundary, along with a percolation test. The investigation would encompass the following:

- Standard penetration drilling / sampling
- Soil identification and classification
- Groundwater considerations
- Percolation rates
- Variable depth soil borings
- Geotechnical report

Phase 2 – Deliverables

Complete Survey and Coordinate Geo-technical Testing
Evaluate Geo-technical Report
Concept Refinement and Rendered Plan
Schematic Design Drawings (50%)
Owner Review
Early Permit Coordination
City of Fort Wayne Utility Coordination/Private Utility Coordination
Specifications Outline
Cost estimating
Schematic Design Drawings Submittal
Equipment/Site Furnishings Coordination

WORK PLAN/METHODOLOGY USED FOR PROJECT

PHASE 3: Design Development

Utilizing the approved schematic design, the design team will prepare design development drawings. These drawings will serve as the basis for future construction documents and an updated cost estimate. The design team will meet with the Parks Department Staff and additional stakeholders to discuss plans and obtain input. Additional revisions to the drawings based on these meetings will be completed.

The construction cost estimate will be revised utilizing the prepared design development drawings. Additional VE and/or design alternate items will be identified as needed to balance the cost estimate and initial budget.

Phase 3 – Deliverables

Design Development Drawings (75%)
Owner Review
Equipment/Material/Site Furniture Vendor Coordination
Draft Specifications
Cost Estimate Update
Permit Applications Prepared
Value Engineering Review

PHASE 4: Construction Documents

Upon approval of the design development drawings and construction cost estimate, the design team will develop working drawings and technical specifications to construct the work and an estimate of final construction costs will be developed.

Project plans will be submitted simultaneously to all permit agencies, and comments will be responded to by the design team in a timely fashion. As comments are provided by the reviewing agencies, the design team will meet with the Park Department to determine a course of action.

Phase 4 – Deliverables

Construction Document Drawings (90%)
Final Vendor and Utility Coordination
90% Specifications
90% Cost Estimates
Construction Document Drawing Submittal 90%
Owner Review
Final Drawings and Specifications
Permit Application Submittal
Final Construction Document Submittals (100%)



WORK PLAN/METHODOLOGY USED FOR PROJECT

PHASE 5: Bidding & Negotiation

The design team will assist in the bidding and negotiation phase of the project. This will include, but is not limited to, the following:

- Production and distribution of plan sets and bid specifications
- Conducting a pre-bid conference
- Answering contractor questions, issuing addendums, and reviewing product specifications and substitutions

Phase 5 – Deliverables

Preparation of Bid Documents

Review of Bids and Negotiation with General Contractor



PHASE 6: Construction Administration

The design team will conduct periodic reviews (bi-weekly construction progress meetings and weekly site visits) of construction to ensure the contractor(s) is providing the level of quality that is required for the project. Given our Team's proximity to the project, we can be available at a moments notice to review challenges that may arise during construction. The construction administration services will include the following:

- Providing assistance to determine the payment amounts due to the contractor, based on evaluations of the Contractor's Application for Payment
- Providing clarification and interpretation of the contract documents for the execution of work
- Rendering written recommendations on matters in question between the owner and contractor relating to the execution of the project
- Reviewing submittals pertaining to contract documents, such as shop drawings
- Preparing responses to Requests for Information (RFI)
- Preparing Change Orders for approval
- Providing field reports and punch lists, conducting inspections to determine the date or dates of Substantial Completion and the date of Final Completion

Phase 6 – Deliverables

Facilitate Pre-Construction Meeting

Attend bi-weekly construction progress meetings (on-site)

In-person Site Visits Weekly

Review and Make Recommendations to owner on all Submittals

Establish and maintain a tracking system for all Project construction records (RFI's, ASI's, RFP/CO's)

Coordinate Communication between Design Team, Contractor, Owner, and Permitting Agencies

Review the Contractor's Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix and list of proposed subcontractors

Submit written reports of site visits and meetings

Notify Owner and Contractor in writing of any work not in conformity with the Construction Documents

Manage Quality Assurance

Certify Contractor's Application for Payment in an appropriate amount

Review Construction Materials Testing

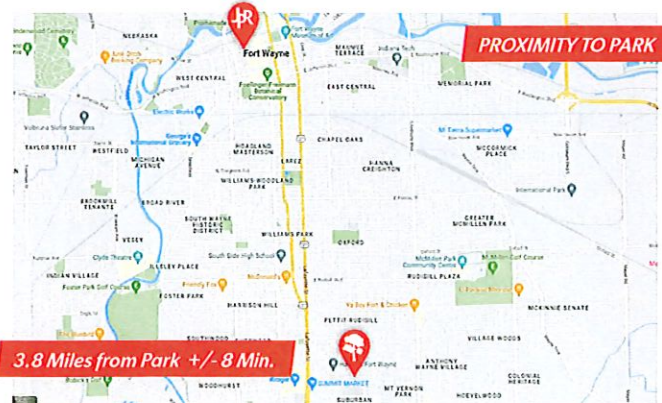
Prepare Change Orders for the Owner's approval and execution

Prepare revised Contract Drawings to illustrate and document approved Change

Prepare, assemble and distribute the official punch list(s)

Review as-built documents for completeness at Substantial Completion and Final Completion

Review Contractor's record drawings, O&M instructions, and all other close-out documentation



QUALIFICATIONS & EXPERIENCE - ORGANIZATION OF KEY PERSONNEL

Jones Petrie Rafinski has hand-picked a team of experts to assist with the development and design of this project. Having worked together many times in the past and currently on similar projects, the team understands their individual and collective roles. They welcome collaboration, and their positive attitude, flexibility and commitment to the project will ensure they are providing quality deliverables. Additionally, the team has an adept ability to overcome challenges and provide creative solutions that will prove invaluable for the City's of Fort Wayne – while ultimately being actionable and implementable.

CITY OF FORT WAYNE PARKS & RECREATION DEPARTMENT



PRINCIPAL IN CHARGE

Andrew Cunningham, PLA
Vice President

Contract Negotiations, Oversight,
Quality Control



PROJECT MANAGER

Nathan Deig, PLA
Director of Landscape Architecture

Client Contact, Design, Cost Estimation,
Construction Administration

CLIENT CONTACT



Josh Barkely, PLA
Landscape Architect
Landscape Architecture Design



Claire Eltzroth, PE
Project Engineer
Civil Engineering, Design



Sydney King
Graduate Landscape Architect
Landscape Architecture Design,
3D Modeling



Roberto Ramos-Manriquez
Graduate Engineer
Civil Engineering, Design



Ed Kowalczyk, AIA, NCARB
Senior Architect
Architectural Design



Jordan Maxson, PE
Structural & Geotechnical Engineer
Structural Engineering, Geotechnical

Our Company

Our full range of services, collaborative approach, and more than 30 years of experience allow us to deliver the innovative, sustainable solutions your project needs.

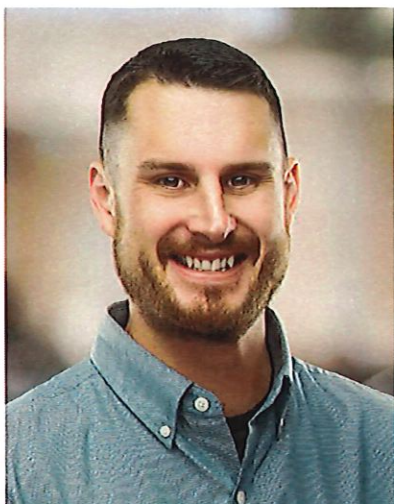
Whether it's the construction of a new community center, the renovation of a ballpark, or the development and implementation of a park improvements we believe that the work we do together has the potential to make a big impact on our Fort Wayne community for years-or decades to come. That's why we believe project success goes beyond impeccable design, creative solutions, and adherence to timelines and budgets. To the team at JPR, the measure of success includes sustainability-customer satisfaction, community impact, and ongoing performance.

Mission

Provide superior client service, complete your project... on time, and on budget, exceeding your expectations. No sales staff, just experienced project managers... taking care of you from design through construction.

Dedication

Our dedicated staff is ready to work for you. With our extensive project experience and extremely qualified team we are able to overcome any challenge your project might have.



Education

Ball State University
– Bachelor of Landscape
Architecture, 2010

Professional Registration

Indiana #LA21300012

Professional Affiliations

American Society of
Landscape Architects
Indiana Parks and Recreation
Association
United States Green Building
Council, LEED Accredited
Professional

As a design director at JPR, Mr. Cunningham adds a fresh and inspiring approach to the design team. With experience in project types of all sizes, ranging from trail design to large-scale community master plans, he keeps a close eye on the details and brings everything together to achieve an end product with the desired results.

Throughout his career, Andrew has had the opportunity to both manage and design a variety of projects encompassing community revitalization, transportation infrastructure design and improvements, athletic complex and stadium engineering, educational campus design, public space and plaza creation, monument design, and more. His background fuses technical aspects with aesthetics to produce a functional yet innovative design. Attaining an efficient and sustainable design is integral in Andrew's creative process, and to better achieve this goal, he became a LEED Accredited Professional.

PROJECT EXPERIENCE

Auburn Cultural Plaza – Auburn, IN

Andrew provided project management, design leadership, and production oversight throughout the life cycle of the Auburn Cultural Plaza. Beginning with early concept development, the client's goals and vision were kept at the forefront through intricate final detailing and the construction process. Aesthetic amenities including a plaza gathering space, overhead canopy, and entry pergolas are weaved together with complex infrastructure such as permeable pavers and an underground stormwater storage system to create an outstanding visitor experience, jewel of the community, and environmentally sensitive project.

Howard Park Master Plan – South Bend, IN

As the oldest park in South Bend, it was critical that the Master Plan for Howard Park was developed to recognize the historical significance in a meaningful way that also embraced its future. This park would set the new standard for the City of South Bend Venues Parks & Arts department. As the principle in charge, Andrew oversaw this effort and created a consensus between the various stakeholders, molding the Master Plan into a singular vision that could later be implemented and constructed.

Columbia City Parks Master Plan – Columbia City, IN

As project manager, Andrew provided oversight and design efforts to develop a Master Plan for what is now called Eagle Park. This project required coordination between multiple stakeholders and balancing the needs of all parties involved. The Master Plan delivered a successful and implementable strategic approach that is currently in the first phase of implementation.

Cooley Law School Stadium – Lansing, MI

As project manager, Andrew provided oversight for the Master Plan development and design improvements. The project effort required balancing the needs of and coordinating with multiple stakeholders, design disciplines, and consultants.



Education

Ball State University
– Bachelor of Landscape
Architecture, 2013

Professional Registration

Indiana #LA21900014

Professional Affiliations

American Society of
Landscape Architects

Mr. Deig contributes a unique level of attention to detail and the constructability of projects. His career began at a design/build company that focused on attention to detail and quality landscape construction. This attention to detail and focus on quality has been elevated with his experience working with clients on a wide variety of projects from master planning to site development.

PROJECT EXPERIENCE

Riverfront Phase 2A - Fort Wayne, IN

Mr. Deig played a key role in the development of plans for this park space along the St. Marys River that strategically connects the historic Headwaters Park with the recently completed Promenade Park. As improvements for this project were located within the floodway and below the ordinary high water mark of the St. Marys River, Mr. Deig additionally guided the project through the required permitting agencies to successfully secure permits for the designed improvements.

Sheets Family Park at the YMCA - Steuben County, IN

Nathan is leading design and implementation efforts on this inclusive park located at the local YMCA and maintained by the City. The design includes a restroom pavilion, recirculating splash pad, play areas, pickleball courts, and seating areas. The design process included community engagement sessions with groups focusing on items from pickleball courts to inclusive design.

New Haven Community Center Park - New Haven, IN

As project manager, Mr. Deig provided oversight for the design of a new park amenity on the south side of New Haven's existing Community Center building. As the focal project of the New Allen Alliance's Stellar Community package, new amenities within this park include an outdoor plaza space, splash pad, playground, pickleball and basketball courts, restroom building, trail connection to the neighboring Meadowbrook Community, and stormwater improvements.

Columbia City Parks Master Plan - Columbia City, IN

After Columbia City received 56-acres from the local school district to utilize for the development of a new park, Mr. Deig led the design efforts to develop a Master Plan for what is now called Eagle Park. The Master Plan considered a multi-phased approach for future implementation. The design also accommodated many factors ranging from community and key stakeholder input to natural characteristics of the Blue River and the adjacent park spaces.

Fairfield Streetscape - Fort Wayne, IN

As a leader in the design and implementation of the streetscape improvements along Fairfield Avenue, Mr. Deig worked closely with the client to ensure the vision was designed and implemented successfully. This involved various coordination meetings early in the process to gain a better understanding of all the programmatic elements. Coordination regarding the upcoming development of the Irishtown Neighborhood was also critical to proactively resolve construction challenges with the design of solutions for discovered vault conditions beneath the existing sidewalk.



Education

- Ball State University, 2016
- Masters of Landscape Architecture
- Purdue University, 2013
- Bachelor of Science, Landscape Horticulture and Design
 - Minor: Urban Forestry
 - Minor: Plant Biology

Professional Registration

Indiana #LA21900027
Michigan #3901047006

Professional Affiliations

American Society of
Landscape Architects

Josh Barkley brings experience in various project types and scales ranging from trail and streetscape design to large scale regional planning and master planning projects. His background in plants and GIS provides a unique skill set to any project.

Throughout his career Josh has had the opportunity to work in projects such as community revitalization, stadium and athletic complexes, public space and plaza design and much more. His background fuses aesthetic and scientific aspects to produce a functional and innovative design.

PROJECT EXPERIENCE

Riverfront Phase 2A - Fort Wayne, IN

As one of the project designers, Josh provided technical support and GIS assistance in developing the Riverfront Phase 2A project. He also worked with city officials and team members to produce a conceptual plan to expand the city's riverfront initiatives. One of Josh's primary focuses for the project was the layout and design of the bioswale and how it would function as well as provide an aesthetic interactive play space.

Sheets Family Park at the YMCA - Steuben County, IN

Josh was involved in the design of a new inclusive park located at the YMCA of Steuben County that included the design and layout of playground structures, a recirculating splash pad, pickleball courts, and designed seating areas. Josh also aided in guiding the YMCA in community engagement exercises to gather community input and discuss ideas for the park.

New Haven Community Center Park - New Haven, IN

As one of the project designers, Josh worked with the City of New Haven to develop a conceptual plan for a new community center park that includes a splash pad, athletic courts, plaza spaces and playgrounds. Josh was involved from the conceptual phase through to design development working additionally to coordinate site furnishing selection as well as assisting the city with the direction of programming the site.

Eagle Park, Phase 1 - Columbia City, IN

Josh was responsible for managing this project. His roles included overseeing the design and how it relates to the greater Columbia City Park Master Plan, as well as aiding in the design of the Swing Structures and identifying design elements that could be replicated throughout the park in the form of buildings, additional seating, and the future amphitheater. Josh worked with the City to identify elements important to the first phase to help ignite activity, as well as to generate excitement for future phases. Josh also aided in the evaluation and design strategy for handling stormwater and how it relates to the overall Master Plan for future phase implementation.



Education

Purdue University
– B.S. Landscape
Architecture, 2021

Professional Affiliations

American Society of
Landscape Architects

Sydney joined JPR in 2021, and has played a significant role on a variety of projects including downtown revitalization and streetscape design, splash pad and playground development, and rezoning submittals. Prior to JPR, Sydney interned at a company in Houston, TX, where she worked on high-rise mixed-use spaces, as well as parks and nature trails, residential design, corporate campus design, and marketing.

As an expert in 2D and 3D rendering, Sydney is a dedicated and creative professional who pays great attention to detail. She is eager to learn, and is committed to applying the valuable experience she gains to future projects. Sydney believes that communication and collaboration are key, and works as a liaison to make sure the clients' vision becomes a reality.

PROJECT EXPERIENCE

Riverfront Phase 2A - Fort Wayne, IN

During the bidding and construction phases of this project – designing a public park to facilitate the connection between Headwaters Park and Promenade Park – Sydney was responsible for the construction documents and client meetings.

Sheets Family Park at the YMCA - Steuben County, IN

Josh was involved in the design of a new inclusive park for the YMCA of Steuben County that included the design and layout of playground structures, splash pad, pickleball courts, and designed seating areas. Josh also aided in guiding the YMCA in community engagement exercises to gather community input discuss ideas for the park.

Van Wert Downtown Revitalization: Phase I, Master Plan & Parking Study - Van Wert, OH

This revitalization effort included streetscape and alleyway design, while creating a more pedestrian-friendly environment. Sydney was responsible for the development of construction documents, designing preliminary elements and renderings for the downtown area, researching current parking needs and alternatives, strategy development, and the creation of informational graphics.

Auburn Downtown Streetscape - Auburn, IN

This project improved the aesthetics and walkability of Auburn's streetscapes, while bring utilities underground and out of the pedestrian path. Sydney provided renderings, construction documents, and held client meetings throughout the entire process – from design through construction.

Fort Wayne Community Schools - Fort Wayne, IN

Lane & Shawnee Middle Schools Parent Pick-Up/Drop-Off Lanes: Sydney worked from design through construction administration to develop a traffic loop bringing parent lanes off local streets creating a safer environment for both schools.

Whitney Young Outdoor Classroom: Sydney was responsible for the schematic design of a trike track, splash pad, planter boxes, and reading huts to support the school's outdoor curriculum.



Education

- Alfred State University
 - A.S. Architectural Engineering
- State University of NY at Buffalo
 - B.S. Architecture

Professional Registration

- Indiana #AR11700117
- Ohio #ARC1817563
- New York #NY034218
- Florida #AR99104

Professional Affiliations

- American Institute of Architects

Professional Certifications

- INDOT Certified Site Manager
- National Council of Architectural Registration Boards

Since joining JPR in 2014, Mr. Kowalczyk has worked on a variety of projects ranging from restaurant remodels to the development of large baseball stadiums. Having an extensive background in construction administration, he works with both the client and contractor to cultivate a smooth working environment during the construction process. In addition, Ed has been involved in programming and design phases, and excels in the details of building design. His hands-on experience in the construction environment is invaluable in terms of architectural design.

Other areas of expertise include project set-up, construction documentation and design development, along with program development and refinement. Ed's vast knowledge also encompasses conceptual and schematic floor plan development, exterior design, cost estimating, and three-dimensional modeling and massing.

PROJECT EXPERIENCE

Bristol Municipal Complex – Bristol, IN

As the project architect, Ed helped the Town of Bristol and its police department develop a plan for a new town hall and police station. Portions of the existing facility were utilized in order to keep the project within budget.

Hiler Media Center – Walkerton, IN

Serving as project manager, Ed worked closely with the project stakeholders to translate their needs and vision into a new multimedia facility. The project was completed on time and within the project budget.

Charles Black Community Center – South Bend, IN

As the project manager, Ed provided oversight for the preparation of construction drawings. The project effort required balancing the needs of the client and stakeholders.

Elkhart Area Career Center Renovations – Elkhart, IN

Serving as project manager, Ed provided construction administration for the entire project. By solving many unforeseen items in the field, he was able to keep the project on schedule and within budget.

Elkhart High School: Freshman Campus – Elkhart, IN

Ed designed the roof and exterior window replacements for the new freshman division at Elkhart High School by selecting the best method, materials, and detailing for each. He also provided construction administration on the full project, keeping it on schedule and within budget by solving unforeseen elements on the spot as they came up.



Education

Ohio Northern University
– B.S. Civil Engineering

Professional Registration

Indiana #PE12000703
Michigan #6201309697
Ohio #E-86670

Professional Affiliations

American Society of Civil
Engineers
National Society of
Professional Engineers
Society of Women Engineers

Ms. Eltzroth began her career as a Civil Engineering Intern at the Ohio Department of Transportation and worked as a bridge design engineer after graduation. In 2018, Claire joined JPR as a Graduate Staff Engineer. After obtaining her PE in 2020, Claire became a Project Engineer focusing on site design projects ranging from stadium and athletic complexes to community revitalization projects.

In addition to managing site design projects, Claire's versatile experience includes analyzing, master planning, and engineering complex utility systems. Possessing great communication skills and a high level of attention to detail, Claire ensures that every project exceeds client expectations.

PROJECT EXPERIENCE

Riverfront Phase IIA Park – Fort Wayne, IN

As the site for one of the City's major combined sewer outfalls, the goal of this project was to transform a very utilitarian site into a welcoming space for people to gather and enjoy. This was done by creating extensions of Headwaters and Promenade Parks, both located adjacent to the space. Coordination with the City's Engineering Department was critical in making sure the site functioned as efficiently as possible to maintain access to all utility infrastructure in the future. To maintain the floodway/floodplain permitting requirements, an extensive analysis was completed to ensure the site did not increase infill material. Claire was the project engineer responsible for storm sewer and water service layout, as well as site grading and drainage.

Sheets Family Park at the YMCA – Angola, IN

Claire is leading utility design efforts for the park improvements which includes extending utilities to the restroom pavilion and overseeing the recirculating splash pad design. She is also overseeing the grading and stormwater design.

**Newberry Association Stormwater Improvements
– Fort Wayne, IN**

Claire provided storm sewer layout through a corridor – located in neighborhood backyards – to alleviate drainage issues and tie into existing infrastructure within the street. She evaluated the existing surrounding watersheds to adequately size the storm sewer and structures, and strategically placed the alignment to avoid as many existing utilities and features as possible. Utility coordination, full construction drawings, and a stormwater report outlining the approach and size of the system were required, while complying to the City of Fort Wayne Utilities Design Standard Manual.

**Fort Wayne Community Middle Schools Parent Pick-Up Lanes
– Fort Wayne, IN**

These projects encompassed the development of traffic loops to bring parent lanes off local streets, creating a safer environment for Lane, Shawnee, and Kekionga Middle Schools. Claire provided stormwater and utility design for each of the three sites.



Education

Valparaiso University
– Bachelor of Science Civil
Engineering, 2019

Mr. Ramos-Manriquez joined JPR in May of 2021, and brings both transportation design and drafting experience to the team. Roberto's extensive knowledge of Civil 3D has proven to be an important resource in the production of plans. He is currently working with both the utilities department and site design and creative division, assisting with the departments' various projects and taking on the role of draftsman to produce technical, detailed plans and drawings.

Roberto has been an integral part of the team working on projects of all sizes and complexities including the design of sewer systems, pressure and gravity sewers, and utility coordination.

PROJECT EXPERIENCE

Sheets Family Park at the YMCA – Angola, IN

Robert is spearheading utility coordination efforts for this project, while also assisting with the utility design efforts to provide utility connections to the restroom pavilion and recirculating splash pad. He is also playing an instrumental role in the strategic grading of the park and providing stormwater design and permitting assistance.

Fairfield Avenue Streetscape – Fort Wayne, IN

Roberto assisted in the plan development, as well as the development of maintenance of traffic plans, for this beautification project that included new sidewalks, curbs, streetlights, trees, and park space.

Eagle Park, Phase 1 – Columbia City, IN

For this multi-phase park project, Roberto aided in the development of utility plans, as well as the drainage documentation for permitting (Drainage Report, SWPPP). Phase 1 includes the creation of a skate park, pickleball courts, and more.

South Bend International Airport Car Wash – South Bend, IN

Roberto assisted in the creation of the site plans, design, and utility plans for the development of a car wash located at the SBN Airport.

**Tippecanoe & Chapman Lakes Septic Elimination Project
– Kosciusko County, IN**

Roberto, serving as a graduate engineer, aided in the utility coordination and design of pressure and gravity sewers. Alongside JPR's team, he helped draft 500 plan and profile sheets along with the design of electric service to over 1,200 grinder stations. He also aided in the design of the pressure sewer and forcemain alignments, and participated in community open houses to assist homeowners in placing their preferred grinder station location. This project is currently in the construction phase, and when complete, it will be one of the largest infrastructure projects ever done within the County.

LaGrange County RUD Region C Phase II – LaGrange, IN

As a graduate engineer, Roberto assisted in the engineering design and development of plans for this project, as well as the utility coordination. He also participated in the community open houses.



Education

Trine University
– B.S. Civil Engineering

Professional Registration

Indiana #PE11400392
Michigan #6201061957
New York #096176
Pennsylvania #PE084218
Delaware #22549
Montana #PEL-PE-LIC-47501
North Carolina #047624
New Hampshire #15053
Rhode Island #PE.0011861

Professional Affiliations

American Institute of Steel
Construction (AISC)
American Society of Civil
Engineering (ASCE)

Mr. Maxson has found his niche in the field of professional consulting with JPR, striving to provide the highest level of engineering services for each client. Jordan meets and exceeds client needs, regardless of the challenges presented, and his insight concerning the details of shop fabrication processes and operations provide an advantageous perspective by considering fabrication feasibility and production economics. The client has an opportunity to realize cost savings along with enhanced quality and reliability in the finished product.

Jordan is known for his detail-oriented work ethic and continues to expand his expertise as he provides a broad range of consulting services within the disciplines of structural and geotechnical engineering.

PROJECT EXPERIENCE

Sheets Family Park at the YMCA – Angola, IN

Jordan is serving as the structural engineer for the restroom pavilion, while also aiding the design team in evaluating the impacts that existing soil conditions will have on the design of the proposed elements.

Winona Lake Limitless Park – Winona Lake, IN

Jordan developed creative design solutions to aid the design team in overcoming challenges with the park's existing soil, including a high-water table and marl soil conditions.

ABC Supply Stadium – Beloit, WI

Jordan served as the EOR for the discipline of structural engineering where he led the design and production of construction documents for all structural elements of the new stadium. Many challenges were overcome to achieve the successful design and construction, including a site with high contaminated groundwater and unsuitable soils for conventional foundation support.

Bristol Municipal Complex – Bristol, IN

Jordan performed structural design and evaluation services for the existing building and new building expansion. Construction administration required remediation of the existing infrastructure which was old and contained areas that were structurally compromised.

UPMC Park Stadium Renovation – Erie, PA

Jordan served as the EOR for structural engineering, providing analysis and design of a new four-story building as well as modifications and improvements to the existing stadium. This complex project demanded a high level of coordination and problem solving as it presented various challenges including an underground creek.

Michigan City Elston's Legacy Apartments: Box Culvert Evaluation – Michigan City, IN

Jordan performed structural analysis and investigation work for a precast box culvert system capable of supporting firetruck loads.

LIST OF REFERENCES AND PROJECT FEE

We'd love for you to learn more about our work history, performance and professionalism. Please feel free to contact the following references:



Stacy Haviland, ASLA
Landscape Architect, Community Development Administrator
260.427.2147 | stacy.haviland@cityoffortwayne.org
PROJECT: Riverfront 2A **COMPLETED:** Under construction
SERVICES PROVIDED: Design through Construction Administration



Mark Green
Columbia City Parks Department Director
260.248.5180 | mgreen@columbiacity.net
PROJECT: Columbia City High School Master Plan **COMPLETED:** Ongoing projects since 2021
SERVICES PROVIDED: Design through Construction Administration



Sarah Funkhouser
CEO, YMCA of Steuben County
260.668.3607 | sfunkhouser@ymcasteuben.org
PROJECT: Sheets Family Park **COMPLETED:** Currently in design phase
SERVICES PROVIDED: Design through Construction Administration



Jeff Durbin
Facilities Manager, James Holdings LLC.
260.927.5431 | jdurbin@jamesholdingsllc.com
PROJECT: James Cultural Plaza and Parking **COMPLETED:** Currently in 2015
SERVICES PROVIDED: Design through Construction Administration

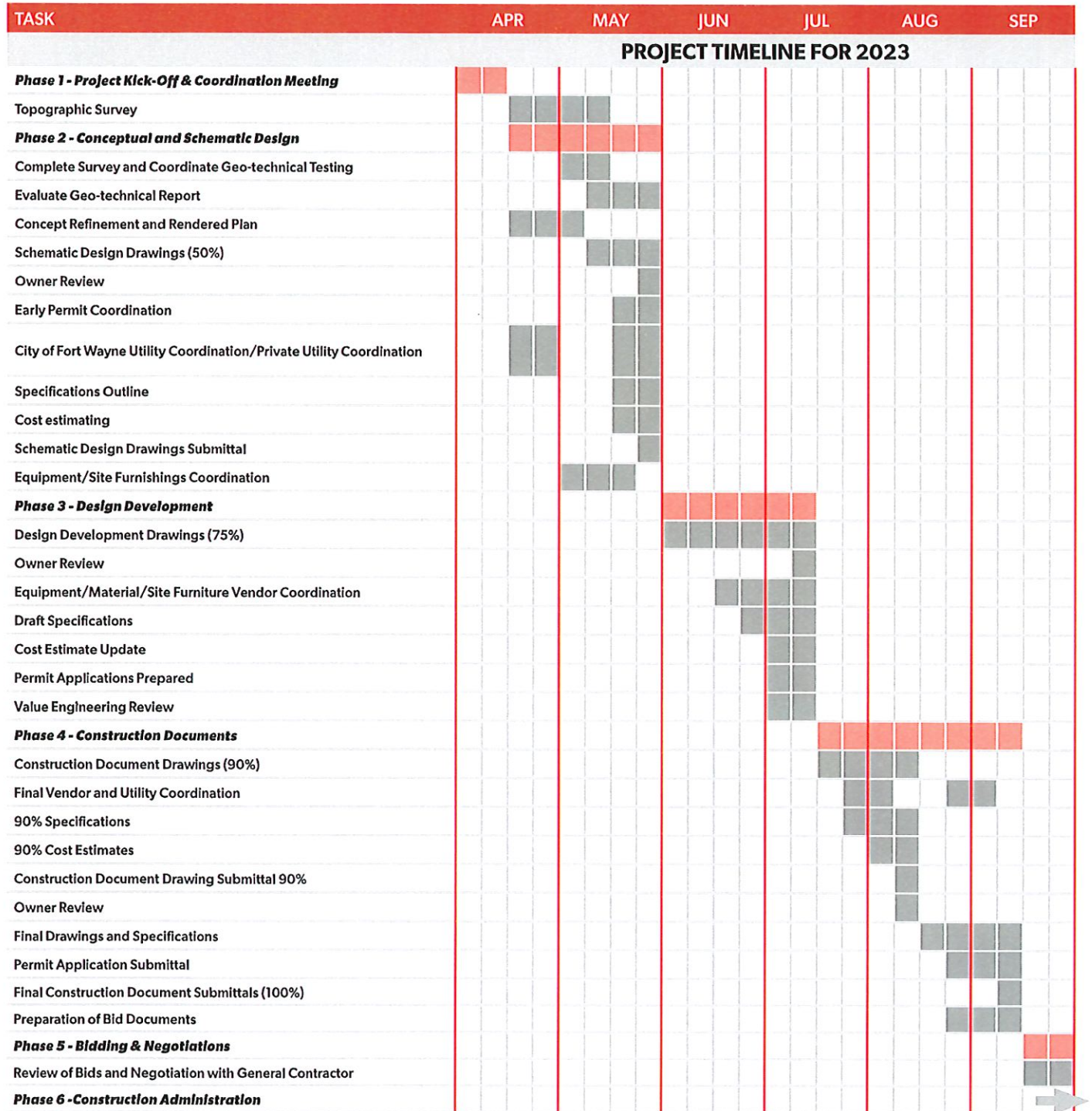
PROJECT FEES

The lump sum fees to provide the tasks outlined within this proposal and Section 2 of the RFP are as follows:

Proposed Design Fee Total:	\$163,400.00
Anticipated Reimbursable Costs:	\$1,000.00

PROJECT SCHEDULE

We have a team of dedicated professionals ready to work for you. With our highly experienced team we are remarkably qualified to preform the services needed for your project. It is with great pride that we help many clients, such as yourselves, complete their project(s) on time and within budget.



Jones Petrie Rafinski
CITY OF FORT WAYNE, INDIANA
Jones Petrie Rafinski
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☒ (X)

(ii) Distributable income share exceeding 5% ☐ ()

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

Name: <u>Kenneth K. Jones, PS - 46.97%</u>	Name: <u>Kenneth Jones, Jr., PS - 11.69%</u>	Name: <u>David M. Rafinski - 11.27%</u>
Address: <u>71035 Thomas Rd., White Pigeon, MI 49099</u>	Address: <u>55290 State Road 15, Bristol, IN 46507</u>	Address: <u>16988 Stonegate Ct., Granger, IN 46530</u>
Name: <u>Mikel D. Currier, PS - 8.98%</u>	Name: <u>Mark E. Wilson, PE - 8.77%</u>	Name: <u>Matt Schuster - 5.43%</u>
Address: <u>20492 Grange St., Edwardsburg, MI 49112</u>	Address: <u>2408 Kenilworth Dr., Elkhart, IN 46514</u>	Address: <u>22254 Hanover Dr., Bristol, IN 46507</u>

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

sole proprietorship ☐ ()	stock ☒ (X)
partnership interest ☐ ()	units (LLC) ☐ ()
other (explain) _____	

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

Name: (Ownership percentages shown in RED above) %

Name: _____ %

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

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

- a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: *Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild*)

Including contractual employment for services in the previous 3 years:

Yes _____ No X

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

Please see information on next page

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

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

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

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

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

Riverfront Phase 2A: \$56,000 total fee. JPR's work and/or involvement is 95-99% complete. Original Agreement executed 2020-09-03 for \$40K, additional fee of \$16K was added later to add needed survey data to the project that had not been previously collected. (Project's overall scope increased, and our agreement increased commensurate to that).

Newberry Association Drainage: \$51,865 total fee. JPR's work involves designing drainage improvements for the Newberry Neighborhood Association and the project will be released for bidding soon.

Urban Trail Streetscape Project: \$46,000 total fee. The project has just commenced.

On-Call Survey and Drafting: Fee TBD. No active assignments at this time.

On-Call Green Infrastructure: Fee TBD. No active assignments at this time

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

Yes _____ No X

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

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

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

Company / Name / Payment Terms: Not Applicable

Company / Name / Payment Terms: _____

Section 4: CERTIFICATION OF DISCLOSURES

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

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

SECTION 004586
CONFLICT OF INTEREST

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

<u>Jones Petrie Rafinski Corp.</u>	<u>222 Pearl St., Ft. Wayne, IN 46802</u>
(Name of Vendor)	Address
	<u>(260) 422-2522</u>
	Telephone
	<u>ndeig@jpr1source.com</u>
	E-Mail Address

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

Name (Printed) <u>Nathan Deig</u>	Title <u>Director of Landscape Architecture</u>
Signature <u>Nathan Deig</u>	Date <u>2/24/2023</u>

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

END OF SECTION 004586

Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this 24 day of FEBRUARY, 2023

Jones Petrie Rafinski

(Name of Organization)

Nathan Deig - Director of Landscape Architecture

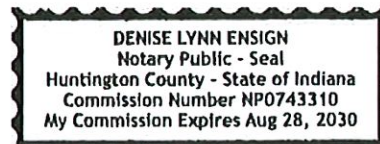
(Title of Person Signing)

Nate Deig

(Signature)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Allen) ss



Before me, a Notary Public personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 24th day of February, 2023.

Denise Lynn Ensign

Notary Public Signature

My Commission Expires: August 28, 2030



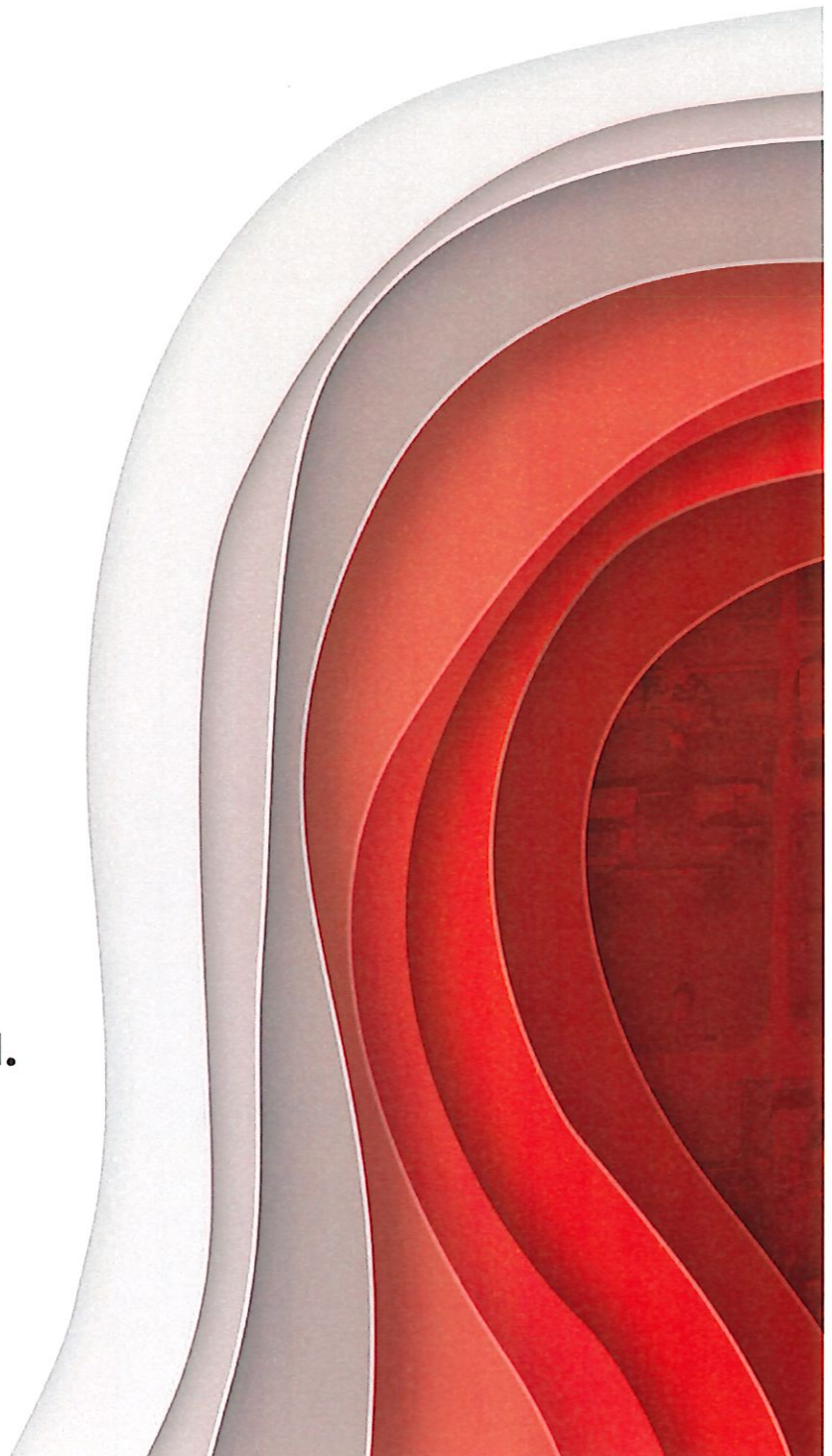
J O N E S
P E T R I E
R A F I N S K I

www.jpr1source.com

**PUT YOUR IDEAS INTO ACTION.
CONTACT JPR TODAY.**

South Bend Office
325 S. Lafayette Blvd.
South Bend, IN 46601
P: 574.232.4388

Fort Wayne Office
222 Pearl Street
Fort Wayne, IN 46802
P: 260.422.2522



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 #	3837183
Awarded To	JPR, Inc.
Amount	\$163,400
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	5
Number of Proposals	3
Required Attachments	Proposal Score Sheets

EXTENSIONS

Date Last Bid Out	NA
# Extensions Granted To Date	0

SPECIAL PROCUREMENT

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

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>	Request for approval on behalf of the Board of Park Commissioners for a contract with JPR, Inc. for design services on the Brewer 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 (approved)
	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 Brewer Park Redevelopment Project
Date: March 8, 2023

The City of Fort Wayne Parks and Recreation Department (FWPRD), on behalf of the Board of Park Commissioners has requested proposals with fees from firms qualified to prepare Construction Documents and Specifications, including Construction Administration for Brewer Park Redevelopment. Proposals from three (3) design firms were received on February 27, 2023. Project includes the following general components:

1. New playgrounds and splash pad
2. New pavilion with restrooms
3. Two new basketball courts with murals
4. New perimeter walking trail

Proposals were evaluated by a committee consisting of various administrative members of the FWPRD. All proposals were evaluated and judged according to their merit and demonstration of each company's project understanding, ability to complete, experience, methodology, and proposed fee. The selection committee and Park staff recommend that the Board of Park Commissioners enter into a contract with JPR, Inc. for the above-mentioned work. Please see attached scoring sheet.

We are requesting approval for a contract with JPR, Inc. at a total cost of **\$163,400.00**. This project is funded through an ARPA Grant, Parks Bond, Parks CIP, and Private Donation.

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