

BILL NO. S-23-09-18

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving the awarding of ITB #8611043 - SERVICE AGREEMENT – PACKARD PARK REDEVELOPMENT - (\$140,000.00) between ANDERSON + BOHLANDER, LLC and the City of Fort Wayne, Indiana, for the PARKS AND RECREATION DEPARTMENT, by and through its Board of Park Commissioners.

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

SECTION 1. That ITB #8611043 - SERVICE AGREEMENT – PACKARD PARK REDEVELOPMENT - between ANDERSON + BOHLANDER, LLC and the City of Fort Wayne, Indiana, for the PARKS AND RECREATION DEPARTMENT, by and through its Board of Park Commissioners, respectfully for:

Preparation of Construction Documents and Specifications and for Construction Administration for the redevelopment of Packard Park

involving a total cost of ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS – (\$140,000.00) all as more particularly set forth in said ITB #8611043 - SERVICE AGREEMENT – PACKARD PARK REDEVELOPMENT - which is on file in the Office of the City Clerk, 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

Packard Park Redevelopment
Quest #8611043

September 8, 2023

CONSULTANT:	Anderson Bohlander	JPR, Inc.	Earth Source, Inc.	V3	
SCORE:	89	88	85	66	
TOTAL FEE	\$140,000.00	\$186,880.00	\$146,500.00	\$363,480.00	



SECTION 00386
SERVICE AGREEMENT

SERVICE AGREEMENT:

Packard Park Redevelopment, #8611043

SUPPLIER NAME Anderson + Bohlander, LLC		CITY DEPARTMENT Parks and Recreation
STREET ADDRESS 1054 Virginia Ave, Suite 210		STREET ADDRESS 705 E. State Blvd.
CITY, STATE, ZIP CODE Indianapolis, IN, 46203		CITY, STATE, ZIP CODE Fort Wayne, IN 46805
ATTENTION Jon Bohlander		INVOICE ADDRESS 705 E. State Blvd.
TELEPHONE 317-775-4374	FAX	CITY, STATE, ZIP CODE Fort Wayne, IN 46805
EMAIL ADDRESS jon@andersonbohlander.com		ATTENTION Chad Shaw
		TELEPHONE (260) 427-6425
		FAX

Service Description	Rates
Improvements per contract documents.	\$140,000.00
Aggregate Price	\$140,000.00

The following is made a part of this Agreement:

- EBE Rider
- Proposal

SERVICE ADDRESS Packard Park
CITY, STATE, ZIP CODE 427 Kinsmoor Ave. Fort Wayne, IN 46807
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: Jon Bohlander	Printed Name: Steve McDaniel
Title: Project Manager	Title: Director
Date: 9.15.23	Date: 9/15/23
FEDERAL TAX ID NUMBER: 46-0894149	

SECTION 00386
SERVICE AGREEMENT

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 claims 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 relating to, 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 incurred 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 any kind arising out of or from the performance of Services including, without limitation, damages for personal injury or death or loss of or damage to property, that, or claimed to be due, to the negligence or willful misconduct of Supplier including such persons 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 of defense (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 obligation to indemnify, defend, or hold harmless. Supplier shall not seek or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.
- 5 **LIMITATION OF LIABILITY** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorney's fees) 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 in whatever.
- 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 |
| (c) Automobile Liability | \$2,000,000 aggregate |
| (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 Subdivisions 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
100 East Berry Street, Suite 400
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 use of 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 IC §22-9-1-7, 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 12146, 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 310 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 1946 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 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 8, 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 Anderson + Bohlander, LLC 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 Packard Park Redevelopment, which project was bid under Resolution Number 8611043; 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.

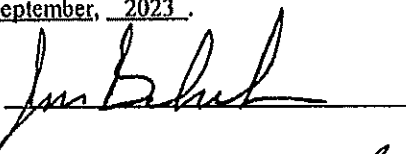
5. Good Faith Per Se. In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have been subcontracted for every sub-contract for which there are qualified E.B.E.'s available.

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 15th Day of September, 2023.

By:



Company:

Andersant Behlendorf, LLC

ATTES:



Steve McDaniel, Director
Fort Wayne Parks and Recreation Department

CITY OF FORT WAYNE, INDIANA

Anderson + Bohlander, LLC
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

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

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

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

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

Section 1: Disclosure of Financial Interest in Vendor

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

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

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

Name: Josh Anderson

Name: Jon Bohlander

Address: 1323 Jefferson Ave,
Indianapolis, IN 46201

Address: 9585 Valley Springs Blvd,
Fishers, IN 46037

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

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

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

Name: Josh Anderson 50% %

Name: Jon Bohlander 50% %

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 _____ No X

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).

- 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).

- 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: _____

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.

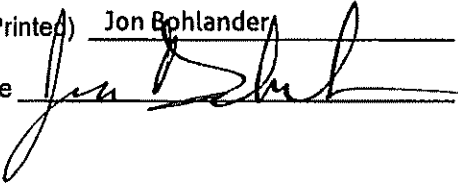
SECTION 004586
CONFLICT OF INTEREST

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by
1054 Virginia Ave, Suite 210

Anderson+Bohlander, LLC
(Name of Vendor)

Indianapolis, IN 46203
Address
() 317-775-4374
Telephone
jon@andersonbohlander.com
E-Mail Address

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

Name (Printed) Jon Bohlander Title Manager
Signature  Date 08.25.23

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 25 day of August, 2023

Anderson + Bohlander, LLC

(Name of Organization)

Manager

(Title of Person Signing)

(Signature)

Joshua D. Anderson

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

HANNAH THOMAS
NOTARY PUBLIC
SEAL
STATE OF INDIANA
Commission Number NP0738684
My Commission Expires 01/23/2030

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 28th day of August, 2023.

(Signature)
Notary Public Signature

My Commission Expires: 01/23/2030

PACKARD PARK REDEVELOPMENT

CITY OF FORT WAYNE
PARKS AND RECREATION DEPARTMENT

A Proposal for Services from



ANDERSON + BOHLANDER, LLC

THE PACKARD PARK OF OUR DREAMS WILL...

Provide appropriate **CONNECTIONS** into the park from the neighborhood,
and a **CIRCULATION** system within the park.

ENGAGE the community with a neighborhood event space that will
accommodate diverse community activities

Foster a **SENSE OF PLACE** by improving aesthetics in the park,
designing with attention to beauty and history

PREPARED FOR:



FORT WAYNE
PARKS AND
RECREATION

FORT WAYNE PARKS AND RECREATION

Steve McDaniel
Mark Becker
Alec Johnson
Steve Schumacher

Executive Director
Deputy Director
Superintendent of Landscape and Horticulture
Superintendent of Grounds and Improvements

FORT WAYNE PARKS AND RECREATION DEPARTMENT
PACKARD PARK REDEVELOPMENT

RFP Response from the team of:

ANDERSON + BOHLANDER, LLC
MSKTD & ASSOCIATES

It is our team's great pleasure to submit this response to the Request for Proposals released by the City of Fort Wayne Parks and Recreation Department for design and implementation services related to the Packard Park Master Plan and Redevelopment. This an exciting project for the neighborhood and broader Fort Wayne Community. The team of consultants that would comprise the Anderson+Bohlander Team have worked together on projects in the Indianapolis, and Fort Wayne communities, and offer a complimentary set of services we believe are needed to successfully implement the vision and objectives outlined in the Packard Park Master Plan.

Anderson + Bohlander, LLC will act as the Lead Consultant and oversee the design and coordination of the various team members, with Jon Bohlander serving as Project Manager and the main point of contact. Our firm's work history includes a wide range of project types and scales, but we're always looking for opportunities to assist Clients and communities in transformative and impactful projects. The redevelopment of Packard Park would represent the realization of efforts initiated by the Parks and Recreation Department as part of their recently completed community-led planning effort. It's our understanding that your staff have already engaged the community and identified the necessary programming and capital improvements needed to best serve this community, and maintain the legacy of high-quality public parks in the greater Fort Wayne community.

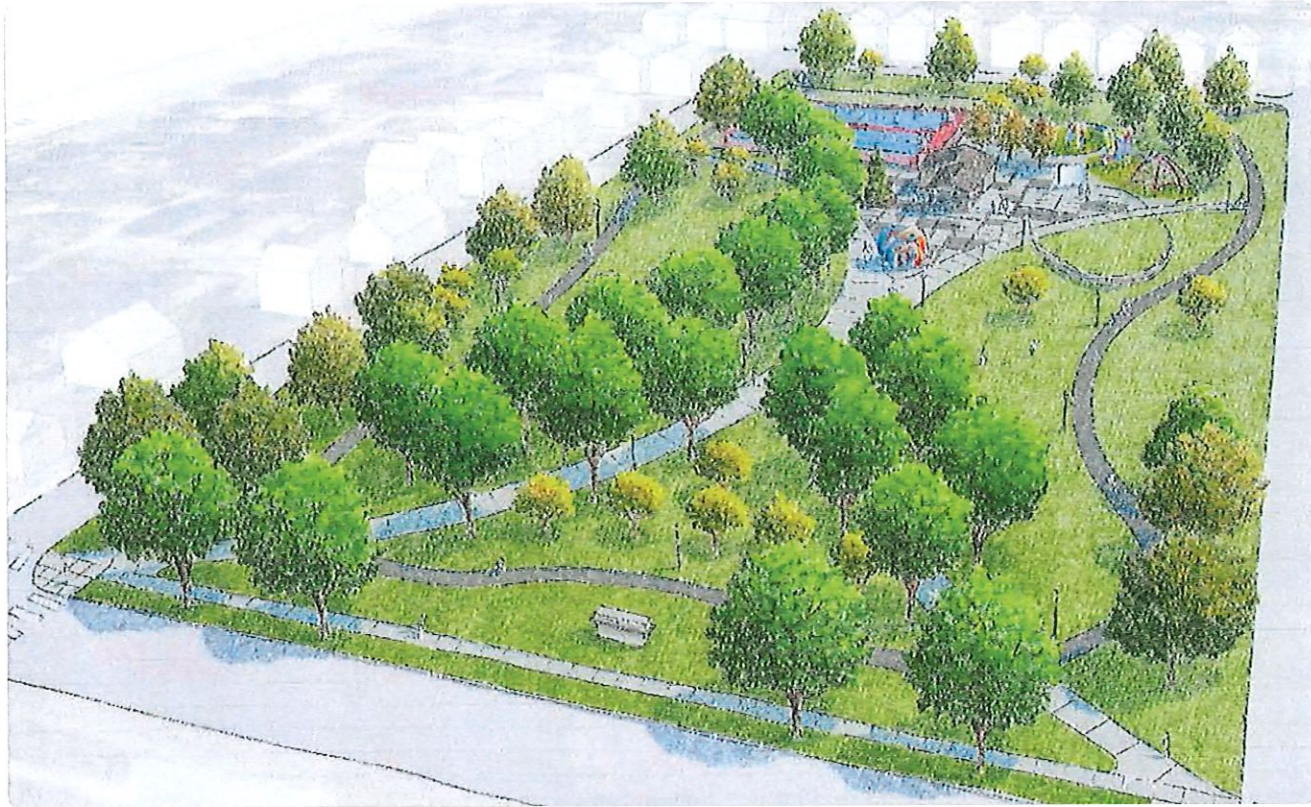
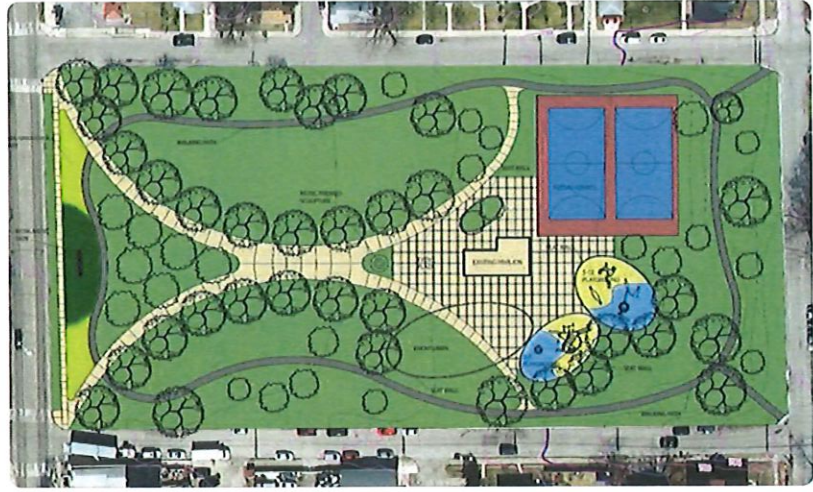
Also included on our team will be MSKTD & Associates, a local architectural firm with extensive experience in Northeast Indiana and the Fort Wayne community. MSKTD & Associates will provide a comprehensive set of skills to the team with their multi-disciplinary staff and integrated design approach.

We are excited to submit for this opportunity as we feel our team is well suited to realize the time and efforts already put forth by your staff and the community leaders.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Bohlander", with a long horizontal flourish extending to the right.

Jon Bohlander, RLA
Principal, Anderson + Bohlander, LLC



City of Fort Wayne Parks and Recreation Department
PACKARD PARK REDEVELOPMENT

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SECTION 01

TEAM INTRODUCTION

CONSULTANT TEAM

The following Consultant Team has been thoughtfully assembled to address the Clients goals and objectives as outlined in the Packard Park Master Plan and Redevelopment RFP. The Anderson+Bohlander Team has experience working together and directly with the Client on related efforts.



ANDERSON + BOHLANDER, LLC

Project Management | Vision and Strategy | Landscape Architecture | Implementation

Anderson + Bohlander, LLC is an urban design, landscape architecture and planning studio located on Monument Circle in Downtown Indianapolis. We are committed to the improvement of urban environments and neighborhoods as the hallmark components of thriving cities. The firm was founded in 2012 by principals Joshua D. Anderson and Jon Bohlander, who previously were project managers for the award-winning planning firm, EDEN Collaborative.

Anderson + Bohlander have led and supported a number of significant design, planning and development projects throughout Indiana and the Midwest. They provide services for many notable clients and projects, including the City of Indianapolis, the City of Bloomington, the City of Fort Wayne, Parkview Health System, the University of Notre Dame, Indiana University, Purdue University, Cross Street Partners, LISC, multiple CDCs, and many private developers. The firm is committed to providing thoughtful, creative and contemporary solutions for our clients, that are responsive to the built environment, our neighborhoods and our cities.



MSKTD & ASSOCIATES

Civil Engineering | Electrical Engineering | Structural Engineering | Design Support | Implementation

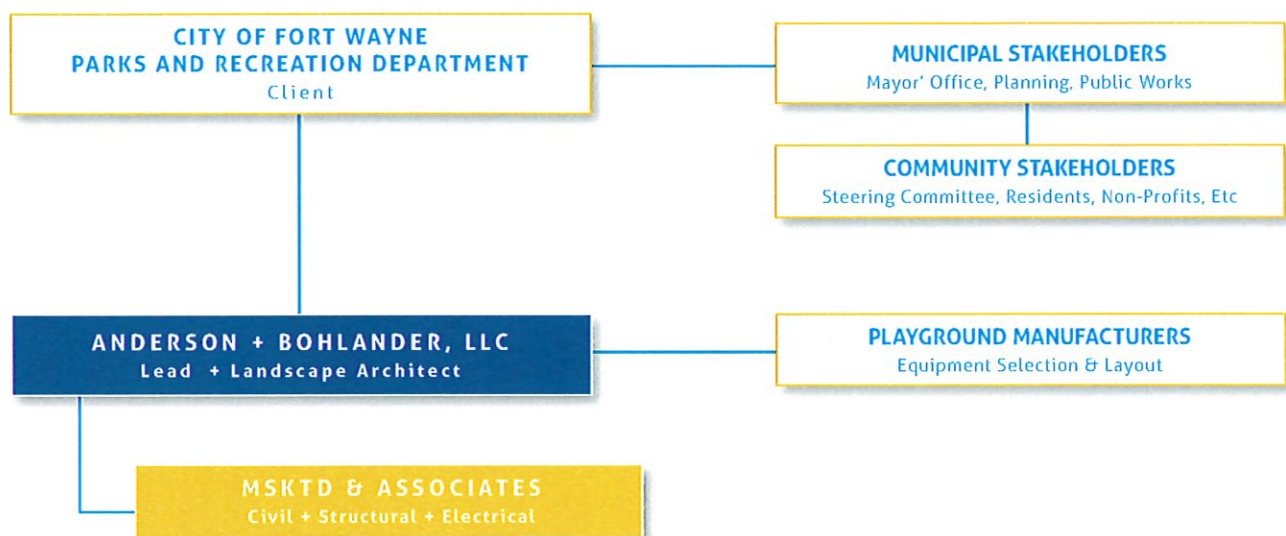
Established in August of 1978, MSKTD & Associates is a client-focused Architectural, Engineering and Interior Design firm.

MSKTD's full-service staff strives to build lasting Client relationships on a solid foundation of quality responsive service and innovative design. Our portfolio shows experience with a wide array of project types, with special emphasis on higher education, health/wellness, advanced manufacturing/food processing facilities, corporate and community-enhancing projects.

MSKTD's design and engineering staff use proven design approaches combined with innovative, cutting-edge technologies. Our strengths lie in our ability to establish a relaxed, creative, collaborative environment; listen to your wants, needs, desires; and then deliver distinctive, functional design solutions.

We look at each building opportunity as unique, presenting challenges that are met with clear ideas, innovative thinking and an active dialogue with our clients. Our collaborative approach throughout a project promotes innovation during design and results in a well-designed, energy-efficient building that is delivered on-time and on budget.

ORGANIZATIONAL STRUCTURE



TEAM STRUCTURE

On public projects, our experience has shown that the most successful projects are the result of a collaborative team effort. The Anderson+Bohlander team has been assembled to best serve the needs of the Client and the intended outcomes of the project. Having worked together on past projects, our team is familiar with one another and has demonstrated experience working with the City of Fort Wayne and the Parks and Recreation Department. The Anderson+Bohlander Team is excited to partner with you on this transformational community project!!

ANDERSON + BOHLANDER, LLC

JON BOHLANDER | RLA - PRINCIPAL | LANDSCAPE ARCHITECT



EDUCATION

Certified Healthcare Garden Designer
Joseph Regenstein, Jr. School of the
Chicago Botanic Garden
Glencoe, Illinois - 2003

NPSI Playground
Safety Inspector Certification
National Playground
Safety Institute - 2002

Bachelor of
Landscape Architecture, BLA
Ball State University
Muncie, Indiana - 2001

Since founding the firm in 2013, Jon has provided strategic vision and practical experience for Anderson+Bohlander. Through his extensive background in constructed projects, Jon has developed a collaborative design and management style that is well-suited for complex projects and multi-disciplinary teams. He is able to deliver innovative design solutions that meet client and program objectives. Jon has a unique ability to balance creativity with functional realities to ensure that his designs are both creative and achievable. He is committed to creating spaces that are tailored for their intended user, while still responsive to the surrounding community and natural environment.

Serving as Principle, lead designer, and project manager, Jon is responsible for a variety of project roles and responsibilities throughout the life of a project, from design inception through to construction. Jon has served as the project manager and lead project designer for many site and landscape improvement projects throughout Indiana, Illinois, and other Midwest locations for various universities, healthcare providers and municipalities. His experience has ranged from larger community parks and campus planning efforts to smaller, more site specific projects such as public spaces and therapeutic healthcare gardens.

As a graduate of the Chicago Botanic Garden's first certificate program for Healthcare Garden Design, Jon has specialized in the design, programming, and construction of therapeutic and healing environments for healthcare and senior living clients. His understanding of the physical and emotional significance of design to the specialized needs of various user groups has been valuable as it relates to the successful implementation of healing environments for patients, their families, and the professionals and staff that work in these environments.

Jon is an active member of the American Society for Landscape Architects (ASLA) and has served as a visiting professor at the University of Illinois' landscape architecture program in Urbana-Champaign, Illinois and with the College of Dupage horticulture program in Glen Ellyn, Illinois

EXPERIENCE

Client | Fort Wayne Parks Department - Fort Wayne, Indiana
Project | Franke Park Renaissance, Phase One

Client | Ancora - Durham, NC
Project | Electric Works Campus Design and Planning

Client | SENSE Charter School - Indianapolis, IN
Project | Campus Renovation Site Design

Client | City Of Bloomington - Bloomington, Indiana
Project | Trades District Site and Infrastructure

Client | Indiana Tech University - Fort Wayne, Indiana
Project | Zollner Engineering Site and East Quad

Client | Parkview Health System - Fort Wayne, Indiana
Project | Randallia Hospital Main Entry Redesign

PRIOR WORK EXPERIENCE (at Hitchcock Design Group in Illinois from 2001 - 2009)

Client | The Morton Arboretum
Project | Children's Discovery Garden

Client | Woodridge Park District, Illinois
Project | Charring Cross Park

Client | Village of Plainfield, Illinois
Project | Settler's Park

Client | City Of Gary - Dept. of Planning and Development
Project | Gary Green Link Multi-use Trail

ANDERSON + BOHLANDER, LLC

CRAIG ROWE | RLA | LANDSCAPE ARCHITECT

Craig A. Rowe is a nationally experienced landscape architect and urban designer. He has designed projects in over 20 states while working in offices in Indiana, Colorado, Tennessee and Wisconsin. He brings a broad range of experience to Anderson + Bohlander in all phases and scales of design and construction. His career has focused on placemaking for college and healthcare campuses, residential environments and commercial developments. His strengths are derived from a passion for sustainable system design, a wealth of construction experience, and years of studying natural and man made environments.

Throughout his career, Craig has been an advocate for sustainable design practices. He has designed projects with native plantings, green roofs, pollinator habitats, rain gardens, permeable paving, rainwater harvesting, culinary gardens, and high efficiency irrigation systems.

Craig has a strong background in site and landscape construction. Years of working for contractors and design/build firms have equipped him with the experience necessary to design for construction. He has had the opportunity to develop skills in project cost estimating, material specifying and ordering, hands-on project installation techniques, and construction troubleshooting. Craig has personally managed the construction of dozens of projects.

Craig has studied, reviewed and photographed botanical gardens and arboreta internationally. In 2006 Craig founded the website earlyforest.com where he organized an international team of writers, scientists, and photographers to compile a free online database of tree and garden information. He has personally visited and studied over 80 gardens where he has photographed thousands of trees. In 2011 his expertise drew the attention of the R. W. Monk Botanic Gardens where he was invited to design the Wildflower Woods Arboretum and Memorial Grove.

Craig is an active member of the American Society for Landscape Architects (ASLA) and serves on the Executive Board of the Indiana Chapter. He is a past guest lecturer at the INASLA annual conference. He is a Certified Indiana Master Naturalist, outdoorsman and National Parks enthusiast. He is an amateur carpenter and builds furniture of his own design in his free time. He volunteers with the Boy Scouts of America where he works to inspire the next generation of outdoor stewards.



EDUCATION

Master of Urban Design, MUD
Ball State University, Indy Center
Indianapolis, Indiana - 2012

Bachelor of
Landscape Architecture, BLA
Ball State University
Muncie, Indiana - 2005

EXPERIENCE

Client | Fort Wayne Parks Department - Fort Wayne, Indiana
Project | Franke Park Renaissance, Phase One

Client | New City Development - Indianapolis, IN
Projects | Hobbs Station District in Plainfield, IN

Client | Town of Speedway
Project | Speedway Main Street Plaza and Stage

Client | University of Notre Dame - Notre Dame, Indiana
Project | Joyce Center Green Roof

Client | Ancora - Durham, NC
Project | Electric Works Campus Design and Planning

Client | City Of Bloomington - Bloomington, Indiana
Project | Trades District Site and Infrastructure

Client | Indiana University - Bloomington, Indiana
Project | IUPUI Medical Research Library

MSKTD & ASSOCIATES

PETE KEELLEN | PRINCIPAL | COST ESTIMATOR



EDUCATION

Aeronautical Engineering,
Purdue University

Pete's construction background brings "build-ability" to our designs. He serves as our link between the construction and architectural domains by bringing a contractor's point-of-view to a project, which results in good, cost-effective design decisions. His work leading projects for MSKTD Build has given him experience in managing and coordinating all aspects of design, document management, working drawing production, and implementation.

EXPERIENCE

- Client | Ancora
- Project | Electric Works Campus Design and Planning
- Client | Steel Dynamics
- Project | Office Renovations and Study
- Client | Allen County War Memorial Coliseum & Exposition Center
- Project | Concourse Renovations + Conference Center Addition
- Client | Camp Red Cedar
- Project | Master Plan + New Activity Center
- Client | Meridian Hills Country Club
- Project | Master Plan - Pool and Lodge Improvements

KERRY SCHOEPP | CIVIL ENGINEER



EDUCATION

Bachelor of Science, Construction
Engineering Technology
Purdue University at Fort Wayne

Associate of Applied Science,
Civil Engineering Technology
Purdue University at Fort Wayne

Associate of Applied Science,
Architectural Engineering Technology
Purdue University at Fort Wayne

As leader of MSKTD's civil engineering department, Kerry has extensive experience working with owners and City of Fort Wayne and state of Indiana agencies on the design and development of site and infrastructure projects.

EXPERIENCE

- Client | Fort Wayne Parks & Recreation Department
- Project | McMillen Lifetime Sports Academy
- Client | Fort Wayne Parks and Recreation
- Project | Botanical Conservatory
- Client | Fort Wayne Children's Zoo
- Project | Education Center - Exhibit Renovations - Front Entrance Renovation
- Client | Kokomo School Corporation
- Project | Athletic Complex and Playgrounds
- Client | Meridian Hills Country Club
- Project | Master Plan - Pool and Lodge Improvements

MSKTD & ASSOCIATES

KEITH ROSS | PE | ELECTRICAL ENGINEER

Keith brings over 20 years of expertise in electrical engineering design and project management. He has extensive experience with the design of power, lighting, control and technology systems for a wide variety of projects, with emphasis on the community, corporate, academic and healthcare markets.



EXPERIENCE

- Client | Fort Wayne Parks & Recreation Department
- Project | Botanical Conservatory
- Client | Kokomo School Corporation
- Project | Athletic Complex and Playgrounds
- Client | Sweetwater
- Project | LEED Platinum Corporate Campus
- Client | Meridian Hills Country Club
- Project | Master Plan - Pool and Lodge Improvements

EDUCATION

Bachelor of Science,
Electrical Engineering
Valparaiso University

JEFF HARLESS | PE | STRUCTURAL ENGINEER

Since coming to MSKTD in 2000 from the Army Corps of Engineers, Jeff has provided structural engineering analysis and design for a diverse group of community, higher education, food processing/hygienic manufacturing clients throughout the U.S.



EXPERIENCE

- Client | Fort Wayne Parks & Recreation Department
- Project | McMillen Lifetime Sports Academy
- Client | Fort Wayne Parks & Recreation Department
- Project | Salomon Farm Barn Structural Renovation
- Client | Fort Wayne Children's Zoo
- Project | Adventure Play and Concession - Red Panda Exhibit - Australian Adventure Renovation
- Client | Ancora
- Project | Electric Works Structural Evaluation
- Client | Allen County Public Library
- Project | Downtown Library Expansion and Renovations

AFFILIATIONS

Bachelor of Science, Civil Engineering
Rose Hulman Institute of Technology



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jon@andersonbohlander.com



MSKTD
& Associates

MSKTD & ASSOCIATES
1715 Magnavox Way
Fort Wayne, Indiana 46804

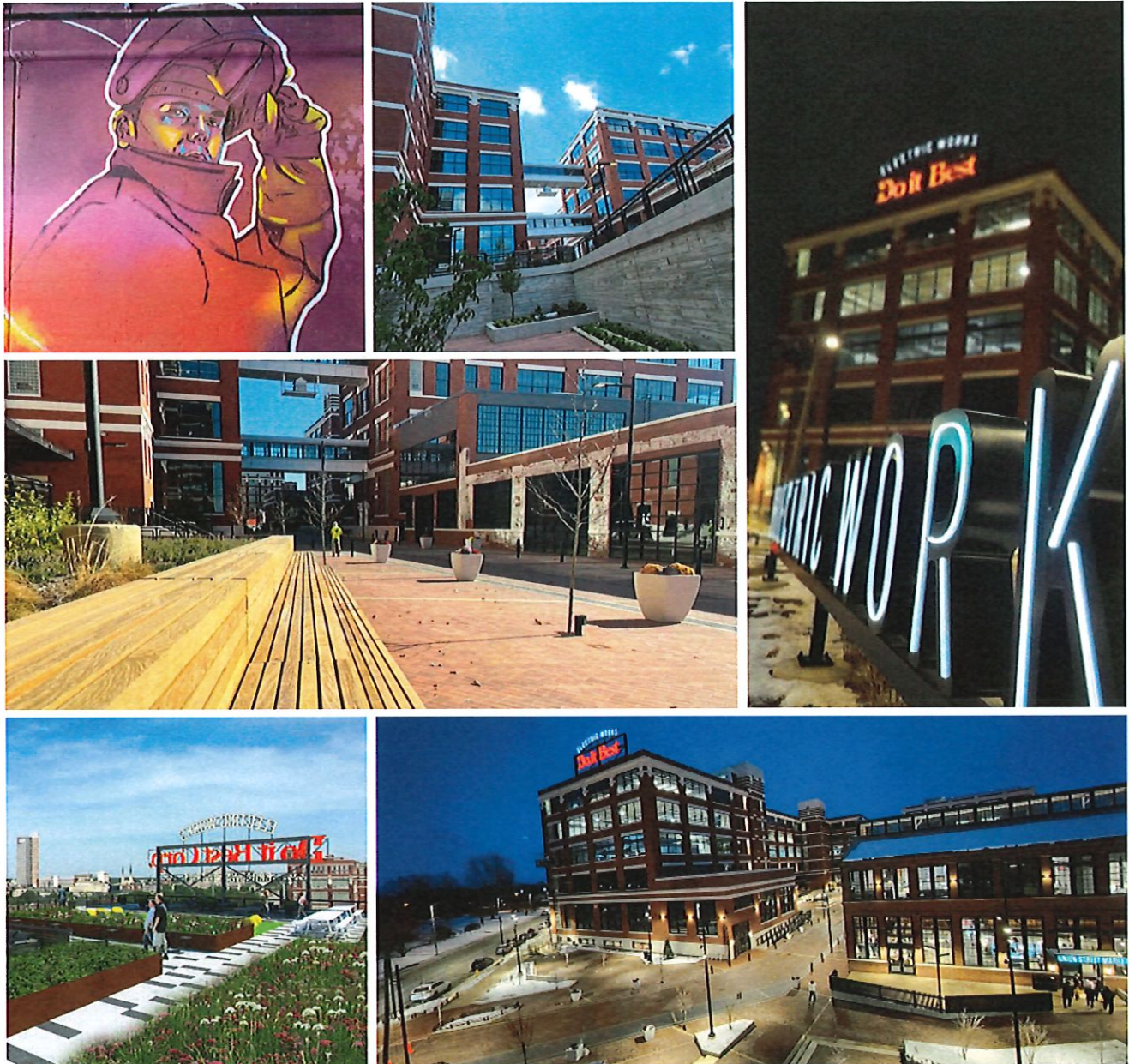
CONTACT:
Kerry Schoeph
(260) 432-9337
KCS@msktd.com

SECTION 02

PROJECT EXPERIENCE

ELECTRIC WORKS | GE CAMPUS REDEVELOPMENT

ANCORA DEVELOPMENT | FORT WAYNE, INDIANA



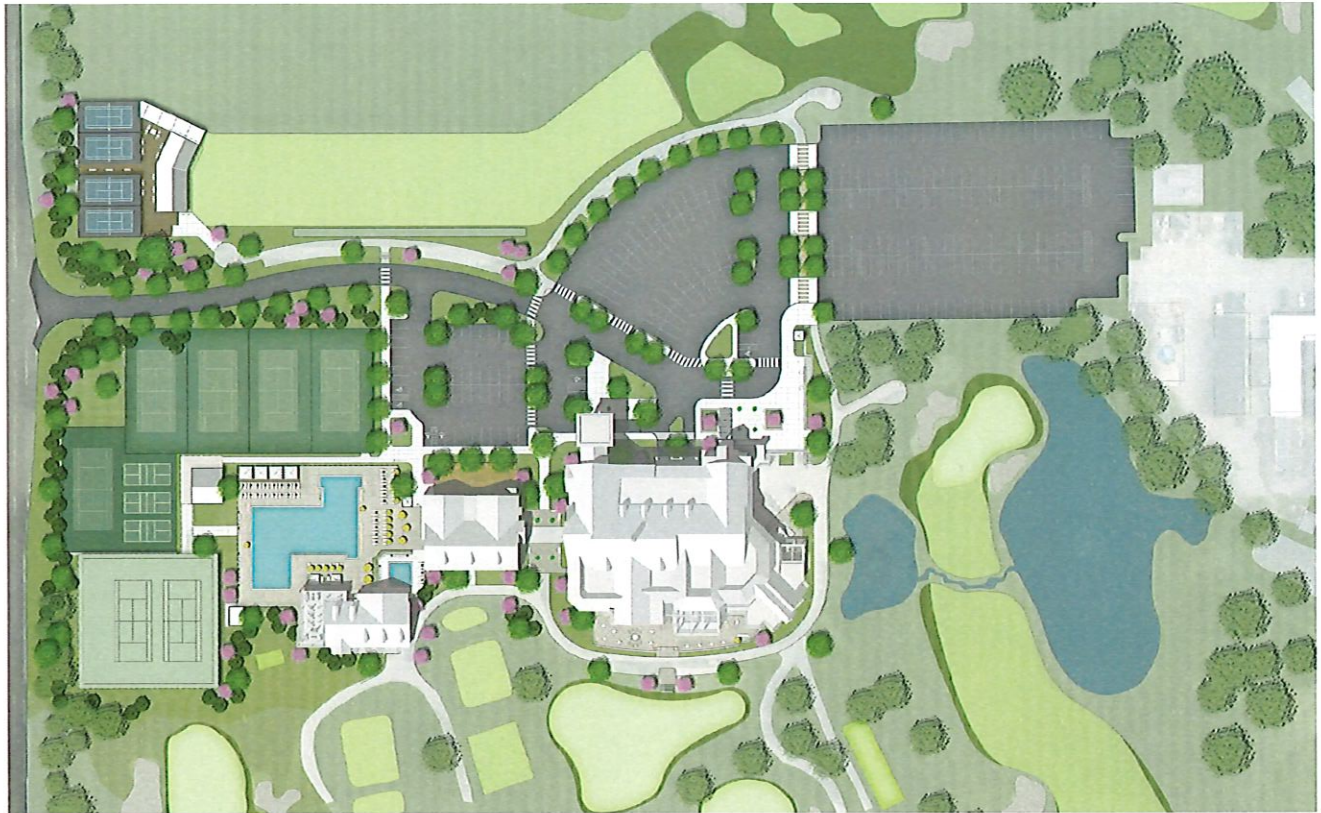
ADDITIONAL PROJECT TEAM MEMBERS

Architecture Lead: Elevatus / Architecture Team: MSKTD, Design Collaborative, Hoch, Martin Riley
Historic Preservation: Heritage Consulting / LEED Consultants: Veridian
Civil & Structural Engineer: Engineering Resources, Inc.

After successfully completing a master plan for Electric Works, Anderson + Bohlander was retained as the lead site designer and landscape architect for the \$280 Million Phase 1 build out. Electric Works looks to be a world-class innovation district and dynamic hub for job growth and entertainment and the site design is built around this concept, with building entries, seating, and social spaces that are connected along the new central spine, Dynamo Alley, named after the Dynamo engine that was once produced here. There are a number of features meant to encourage a vibrant and active public realm with a series of connected "found spaces" that highlight historic architecture, unique views, and access to downtown and the city's trail system. These include a gateway plaza and beer garden on either side of the new Union Street Market food hall. There is a plaza below ground, that provides access and prominence to the lower level of Building 19 with a new connection and social heart for the campuses co-working space. There is a serenely-landscaped elevated boardwalk built into remnant concrete structural piers on the north side of Building 26 for times when a bit of privacy is needed. The design builds off of a number of truly unique approaches to urban design, including utilizing the formerly closed Union Street Tunnel, which is reimagined as a pedestrian entry point from a new 1200-car parking garage north of the existing rail corridor. Fort Wayne magazine's project of the year for 2022, the campus is quickly became the destination of choice for Northeast Indiana.

MERIDIAN HILLS COUNTRY CLUB MASTER PLAN

MERIDIAN HILLS COUNTRY CLUB | INDIANAPOLIS, INDIANA



In the summer of 2020, the team of MSKTD Architects and Anderson+Bohlander were selected to prepare a campus master plan to set the stage for future development on their nearly 100 year old campus. Having recently completed renovations to their main clubhouse dining facilities and the completion of a new golf course master plan, the club identified the need to address their "west campus" where the pool and social amenities of the club are located. Like many other social clubs, they recognized that the social, or family-oriented amenities of the club needed to equal that of the golf facilities if they were going to maintain and attract new members and younger families. The Design Team prepared a series of alternatives that focused on how the existing pool and support facility could be improved, or renovated, in response to the wishes of their social membership. The plan identified strategies for how their existing fitness center and Kid's Club could be renovated and enlarged. Recommendations for the pool area included a new zero-entry wading pool and improved kitchen and snack bar. A review of the existing parking facilities identified areas for additional parking and improved access to the club facilities to support their daily members and their growing list of annual events. A new "winter lodge" was also identified as part of the plan to meet the needs of their growing paddle ball interests, but more importantly to provide their members with a more relaxed club setting that could be utilized during the traditionally slower winter-months of operation.

ANDERSON + BOHLANDER

FRANKE PARK RENAISSANCE - PHASE 1

FORT WAYNE PARKS AND RECREATION DEPARTMENT | FORT WAYNE, INDIANA



ADDITIONAL PROJECT TEAM MEMBERS

Architect: Design Collaborative

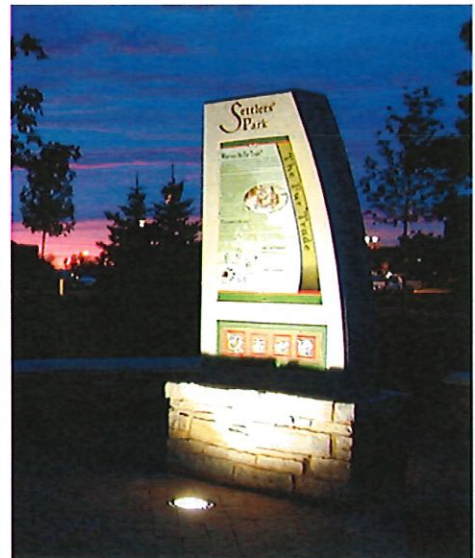
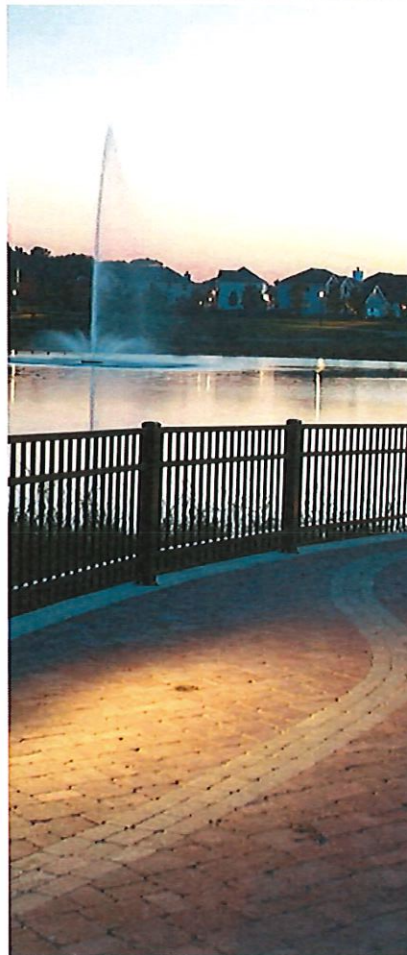
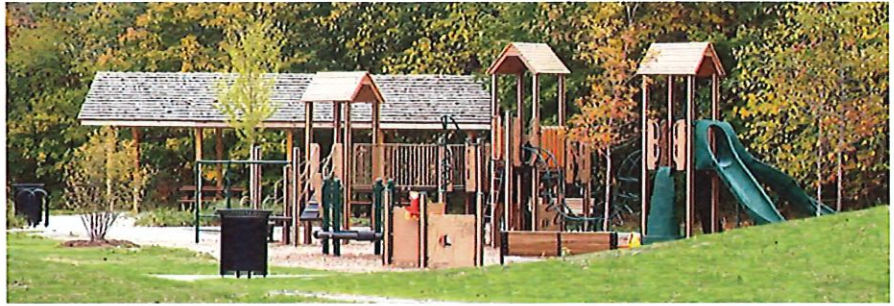
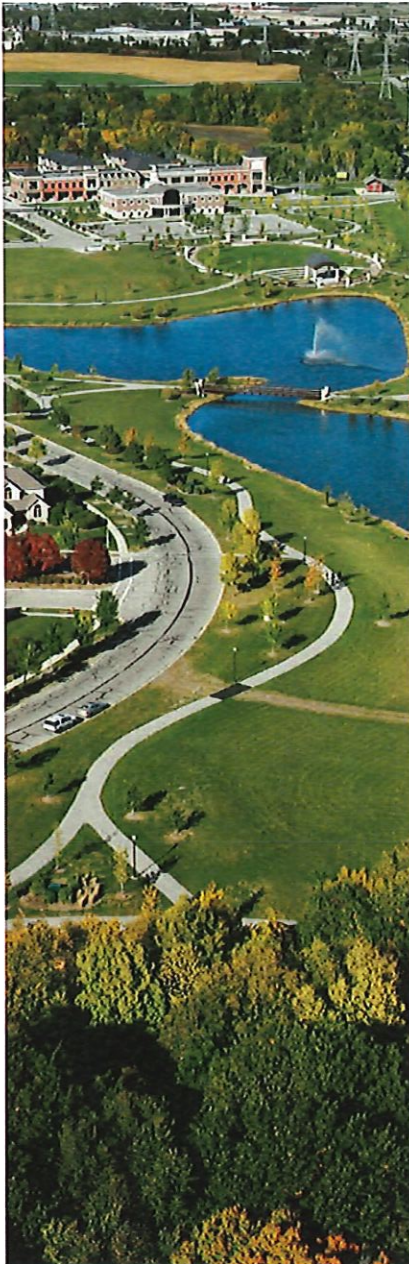
Civil Engineer: ERI

Floodplain Woodland Restoration: Earth Source

Franke Park is centrally located in Fort Wayne, Indiana, and is home to the beloved Fort Wayne Children's Zoo. After completion of a new park master plan in 2019, the Fort Wayne Parks Department sought to implement the first phase of their Franke Park Renaissance project and selected the architectural team of Design Collaborative to oversee the completion of a new 400 person pavilion and Anderson+Bohlander as co-lead for the site improvements and landscape architecture. Centrally located at the natural high point of the park, the new pavilion will capitalize on views across the park and open up areas of Franke Park previously inaccessible to the community. A new park entrance and drive will provide a new arrival experience to Franke Park and include a new multi-use trail system and woodland walking trails for increased access to this previously under-utilized area at the southwest end of the park.

SETTLERS' PARK

VILLAGE OF PLAINFIELD | PLAINFIELD, ILLINOIS



ADDITIONAL PROJECT INFO

Completed in 2002

Jon Bohlander provided project design support, documentation, and construction observation

When the Village of Plainfield's Village Hall was damaged in a flood, they began planning for a new location. The site chosen was adjacent to an existing residential neighborhood just west of downtown and across the DuPage River. To serve the adjacent neighborhood and to draw the community of Plainfield over to this new location, a community park was included in the planning for this new facility that would provide a civic gathering space celebrating the rich history of Plainfield.

A great lawn and performance pavilion were included in the design to provide opportunities for public concerts and local celebrations. A perimeter history walk was developed that provides an educational timeline of the local Indian tribes and early fur traders who settled along the nearby DuPage River. A series of four educational columns and the progressive timeline in the pavement expand memorialize key moments in Plainfield's history. At the far end of the park, a neighborhood playground was incorporated to service the recreational needs of the neighborhood. A large covered structure was incorporated to provide opportunities for civic and family functions to occur in close proximity to the playground.

CHARRING CROSS PARK

WOODRIDGE PARK DISTRICT | WOODRIDGE, ILLINOIS



ADDITIONAL PROJECT INFO
Completed in 2003

Jon Bohlander provided project design, documentation, and construction observation

As the western suburbs of Chicago continued to expand, the Woodridge Park District recognized a need to develop new community parks for their expanding residential developments. An opportunity existed to develop an under-utilized open space within an already established neighborhood for the development of a new playground and recreational field.

A large playground to accommodate 2-5 year old and 5-12 year old age groups with a central gazebo was located in the northeast corner of the existing open space to take advantage of views to the adjacent wetland and proximity to a future neighborhood bike path. Including traditional playground structures and belt swings, a series of climbing boulders were incorporated to provide a unique play opportunity for climbing and imaginative play experiences.

WALLACE ELEMENTARY PLAYScape UPGRADES

KOKOMO SCHOOL CORPORATION | KOKOMO, INDIANA



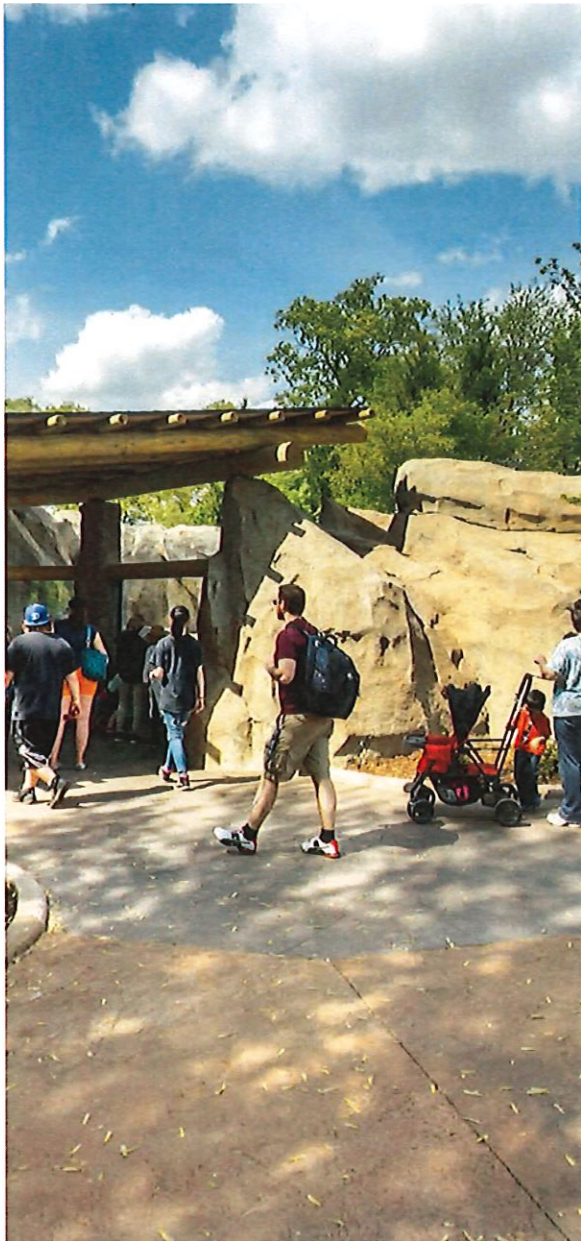
Wallace Elementary is an integrated arts school in the Kokomo School Corporation that has undergone several additions and renovations. The addition to Wallace included six new general classrooms, new cafeteria and kitchen, new restrooms, and renovation of existing cafeteria/kitchen to lobby/concessions area.

The Arts Center addition featured four classrooms – a kiln/art classroom, one keyboarding room, one violin practice room, and a dance studio/black box theater. Included as part of the Art Center addition was an exterior amphitheater and pavilion used for outdoor orchestra concerts by the school's students.

Wallace Elementary recently underwent exterior playscape upgrades along with a handful of other elementary schools within the corporation. Wallace's is especially unique because it features multiple outdoor musical instruments and design concepts that further reinforce their arts focused curriculum.

CENTRAL HEART OF THE ZOO RENOVATION

FORT WAYNE CHILDREN'S ZOO | FORT WAYNE, INDIANA



Monkey Island and the River Otter exhibit were upgraded as part of the Central Heart of the Zoo upgrades. This was a three phase project which included:

- Re-dredging of the main pool,
- New utility infrastructure,
- Re-working paths around main pond/monkey island,
- New otter exhibit and
- New monkey island exhibit.

The project included a sophisticated phasing plan that allowed the public to travel through the central zoo while construction was ongoing, thus eliminating potential walking distance concerns for guests, as well as potential safety issues while construction was ongoing.

BOTANICAL CONSERVATORY CONNECTOR

FORT WAYNE PARKS & RECREATION DEPT | FORT WAYNE, INDIANA



Planning for the Foellinger-Freimann Botanical Conservatory Connector began over 20 years ago. As downtown Fort Wayne developed a system of pedestrian bridges and covered walkways to provide easy access to public spaces, accommodations were made for this connector to eventually link up with this developing pedestrian network. After many years of discussion and multiple design iterations, the timing and funding was finally right. The 2019 completion of this project now connects the Botanical Conservatory to not only the Grand Wayne Center and the Embassy Theatre/Indiana Hotel Lobby, but also two hotels, their associated restaurants, and a parking garage; all without needing to go outside and be exposed to the elements.

The main challenge of the design was trying to efficiently connect the finish floor levels of the Embassy/Grand Wayne Center Connector and the Botanical Conservatory without awkward steps or transitions. With a set distance between the buildings and an elevation change of approximately 3 feet, the entire space needed to become a ramp in order to maintain accessibility. Although this complicated the design, it actually helps to add movement as you navigate between the buildings and encourages the visitor to explore other features of downtown Fort Wayne.



FORT WAYNE PARKS AND RECREATION DEPARTMENT

MISSION : The Fort Wayne Parks & Recreation Department's mission is to enhance the quality of life in Fort Wayne by providing positive opportunities for leisure time and by being stewards of our park lands, facilities, public trees and other resources entrusted to our care. We believe we enhance the quality of life in our community and are committed to providing the best department possible.



SECTION 03

PROJECT UNDERSTANDING & APPROACH

PROJECT UNDERSTANDING

Approach | Methodology | Schedule

OUR UNDERSTANDING

Packard Park is an approximate 4.0 acre public park on the south side of Downtown Fort Wayne, bound by Fairfield Avenue to the west, Packard Avenue to the north, Hoagland Avenue to the east, and Kinsmoor Avenue to the south. The site is historically significant to the musical legacy of Fort Wayne as the former site of the Fort Wayne Organ Company, and later as the Packard Piano Company, dating back to the mid 1800's. Packard Pianos were known for their attention to fine detailing and quality materials, even noting in some historical references that Fort Wayne was selected in part due to its access to the finest black walnut trees and the nearby pine forests of Michigan. The company took great pride in the quality of their materials, and quickly gained national significance for the resonant, full tones of their organs and pianos. Having survived through World War I and the Great Depression, the company also took great pride in their role within the community and the people who worked at their factory. It's noted that the company had a long-standing slogan that extended beyond their product to the quality of their workers and their relationships, noting that **"if there's no harmony in the factory there will be none in the piano."** This legacy of building harmony between their product and their factory extended to the local community as well. The Packard Piano Company was one of the first manufacturer's to allow prospective buyers to visit the factory directly to view the instruments and make their own material selections. They also opened their own retail shop at the factory, and later on Calhoun Street to cut out the middle-man and avoid the mark-up for buyers that might prevent access to their products. This commitment to quality and "harmony" figures to be a prominent theme that the Anderson+Bohlander Team will bring to the design process that we anticipate will carry through to future programs and community interaction with Packard Park.



OUR APPROACH

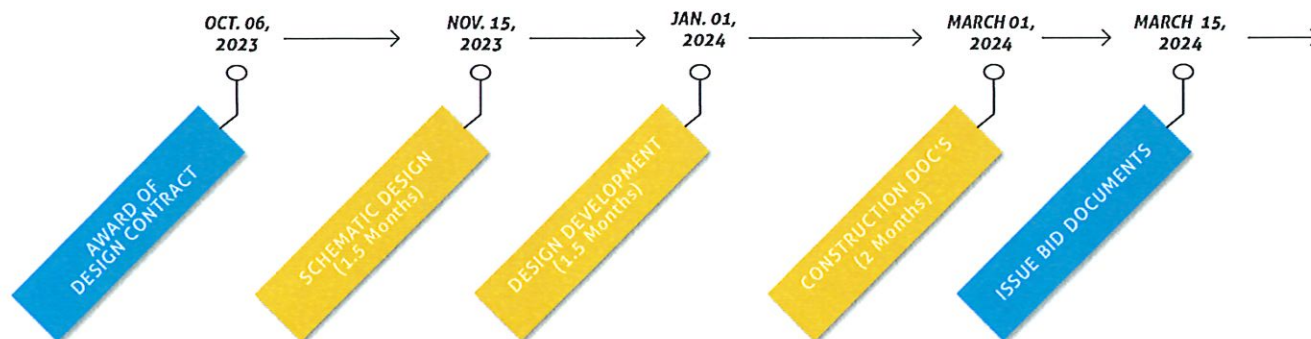
Our team understands the scope of work that will be expected of the design team selected to implement this next chapter of the Packard Park. Our team recognizes the level of investment and planning that has already been provided by the Parks and Recreation Department and the local community, and are excited to be part of that legacy. The approach and strategies outlined in this response seek to implement the vision of an **ENGAGING** new space that will foster a new **SENSE OF PLACE**. These principles will drive the complete design process from schematic design through to the delivery of contract documents. Our team will collaborate directly with the FWPRD team to ensure that these principles are being carefully thought out and integrated into the design process.

Anderson+Bohlander and MSKTD Associates have successfully worked together on other notable projects and have a quality working relationship when it comes to idea sharing, collaboration, and quality control. The selection of MSKTD & Associates was very deliberate due to their ability to deliver on so many of the necessary disciplines needed to deliver a quality product, and their familiarity with the local partners and jurisdictional review agencies.

OUR TEAM IS READY TO GET TO WORK FOR YOU AND THE DOWNTOWN FORT WAYNE COMMUNITY!!

ANTICIPATED SCHEDULE : DESIGN & DOCUMENTATION

The Anderson + Bohlander Team anticipates the completion of Design, Contract Documents, Permitting and Competitive Bidding of the project to take an **estimated 5 Months** upon award of contract.



PROJECT UNDERSTANDING

Approach | Methodology | Schedule

OUR PROCESS

SCHEMATIC DESIGN

SCHEMATIC DESIGN - Building upon efforts completed by the Client during the community-led master plan and steering committee feedback, the Anderson + Bohlander Team will work directly with the Client to reach consensus on the programmatic needs and design intent outlined for Packard Park. The Consultant Team will perform an assessment of the existing conditions and provide the Client with a summary review and report of their own findings. The Client Team will prepare a series of design alternatives for review with the Client to demonstrate the intended improvements and program elements. SD will culminate with a preferred alternative that satisfies the Client's goals and objectives.

DELIVERABLE: 50% REVIEW PLANS & OUTLINE SPECS

DESIGN DEVELOPMENT

DESIGN DEVELOPMENT - Upon selection of a preferred design alternative, the Consultant Team will finalize the proposed improvements and program elements to be included in the park to reach consensus with the Client and Community Stakeholder groups. The team will prepare the necessary electronic base files, graphics and 3D modeling necessary to communicate the design intent and project objectives. The Design Team will meet with the necessary jurisdictional review agencies at the "New Projects" meeting with the City of Fort Wayne. The Consultant Team will continue to review the selection of materials, furnishings, and finishes to be incorporated into the proposed improvements. and coordinate layout alternatives and equipment selection for playground components direct with the manufacturers.

DELIVERABLE: 75% REVIEW PLANS & OUTLINE SPECS

CONSTRUCTION DOCUMENTS

CONSTRUCTION DOCUMENTS - The next phase of the project will reach consensus between the Client, Design Team, and the various jurisdictional review agencies on the program needs, park improvements and public utility and infrastructure requirements. The Consultant Team will prepare the necessary plan documents, section and detail graphics, written documents and plan renderings to be required for permitting and competitive bidding of the project. The Consultant Team will coordinate with the Client to establish the appropriate improvements to accommodate for any public art installations to be incorporated into the design at a future date.

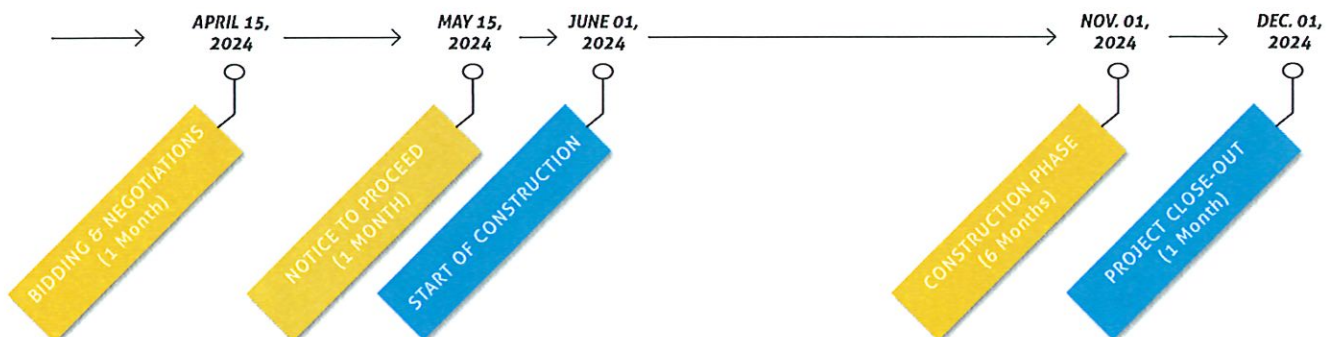
DELIVERABLE: BID DOCUMENTS & PERMIT APPROVAL PLANS

BIDDING & CONSTRUCTION

BIDDING & CONSTRUCTION - Upon receipt of Contractor Bids, the Consultant Team will assist the Client with the necessary reviews and recommendations for the selection of a qualified contractor. Upon award of the construction contract, the Consultant Team will participate in an introductory pre-construction meeting with the Client and selected Contractor, and provide the necessary reviews and approvals for the submittal and shop drawing review period. The Consultant Team will provide regular observation of the construction process and help the Client with maintaining general conformance with the contract documents and permit requirements and the preparation of the necessary close-out reviews and documents.

ANTICIPATED SCHEDULE : CONSTRUCTION

Upon selection of a qualified contractor, the Anderson + Bohlander Team **estimates a Construction Period of 6 Months** to allow proper time for implementation of the proposed improvements and a fall landscape installation period.



REFERENCES

CLIENT #1

CHAD SCHULTENOVER

General Manager & COO
Meridian Hills Country Club
cschultenover@mhcc-indy.com
317.255.2496

Project: Meridian Hills Country Club Master Plan - Pool and Lodge Improvements

CLIENT #2

JOSHUA PARKER

Chief Executive Officer
Ancora/RTM Ventures
jparker@ancora.re
919.201.2360

Project: Electric Works GE Campus Redevelopment

CLIENT #3

ALEX CROWLEY

Director of Economic & Sustainable Development
City of Bloomington
crowleya@bloomington.in.gov
812.349.3477

Project: Trades District Site & Infrastructure

ANTICIPATED FEES

\$140,000 TOTAL LUMP SUM FEE + REIMBURSABLE EXPENSES

- Reimbursable expenses are incorporated into the sub-consultant agreements
- **No Additional Mileage Charges will be provided to the Client**
- Expenses for printing would only be charged as requested and approved by the Client

\$64,200 Anderson + Bohlander

Schematic Design	\$11,000
Design Development	\$13,500
Construction Documents	\$29,700
Construction Phase Services	\$10,000

\$65,000 MSKTD & Associates

Schematic Design	\$5,000
Design Development	\$20,000
Construction Documents	\$30,000
Construction Phase Services	\$10,000

\$10,800 Topographic Survey & Utility Locates

Land Surveying Services	\$5,500
Public and Private Utility Locates	\$5,300

** Client may elect to get private utility locates within the project limits only* **(-\$3,300)**

* Refer To Attached Scope Of Services For Detailed Breakdown of Project Team Tasks and Fees

SECTION 04

SCOPE OF SERVICES



Proposal for Professional Services for the
PACKARD PARK REDEVELOPMENT

PROJECT ASSUMPTIONS & EXCLUSIONS

- Anderson + Bohlander, LLC will serve as Lead Consultant and Landscape Architect for the Packard Park Redevelopment project
 - MSKTD & Associates will provide Civil, Electrical, and Structural Engineering services as a sub-consultant to Anderson+Bohlander
 - MSKTD & Associates will provide Utility Coordination and Design Support as a sub-consultant to Anderson+Bohlander
- Anderson + Bohlander, LLC will coordinate with the project's Civil Engineers on grading and drainage for all site hardscape and landscape areas
- Topographic survey will be provided as part of the attached Scope of Services
- Anderson+Bohlander will coordinate with the Client and Client Representatives on the incorporation of any public art or murals installations.
 - Selection and coordination of the Artist's services will be provided under separate contract with the Owner

SCOPE OF SERVICES

The following represents a specific scope of services for this Project Agreement:

A. PROJECT COORDINATION

In addition to the services outlined within, the Sub-Consultant will manage the performance of the project throughout the term of the contract by providing the following services.

1. Meetings
 - a. The Design Team will participate in an administrative kickoff meeting to confirm;
 - i. Desired goals and objectives
 - ii. Project area, ownership, and access
 - iii. Jurisdiction and review agencies
 - iv. Preliminary schedule and deliverables
 - v. Design team roles and responsibilities
 - vi. Fee structure, invoicing, expenses and payment processes
 - b. Attend regularly scheduled project coordination meetings with the Client, Owner's representative and Design Team at intervals appropriate to the schedule throughout the duration of the project
2. Communications
 - a. Prepare project related correspondence, prepare meeting agendas and meeting summary reports for Client and Design Team for reference
 - b. Collect and disseminate project related correspondence between Owner, Design Team, contractors, review agencies, and other parties
 - c. Regularly inform Client and Owner's representative of project status
3. Schedules
 - a. Assist the Client to provide pertinent schedule related updates
 - b. Coordinate project activities for internal staff and assist the Client with other consultant team members
4. File Maintenance

- a. Establish and maintain appropriate project correspondence, invoicing, documentation and data files

B. TOPOGRAPHIC SURVEY

The Consultant will contract with a sub-consultant to perform the following services;

1. Conduct a topographic survey, based on the English system, establishing horizontal and vertical control and locating natural features and manmade improvements including:
 - a. Bench marks visible from project area (FEMA and City Datums)
 - b. Contours at one foot intervals
 - c. Spot elevations including, but not limited to;
 - i. Top and bottom of curbs
 - ii. Top and bottom of walls
 - iii. Top and bottom of curb ramps
 - iv. Finished grade for pedestrian and vehicular pavements
 - v. Finished grade for landscaped beds
 - vi. Transitions in pavement materials
 - vii. Location of site furnishings, lights, and signs
 - viii. Top of foundation for applicable site furnishings
 - d. Existing trees, 4" caliper or larger, including;
 - i. Size
 - ii. Type
 - e. Underground water, storm and sanitary utilities including;
 - i. Size
 - ii. Type
 - iii. Structures and grates
 - iv. Inverts
 - f. Above and below ground power and communication utilities
 - g. Buildings and other structures
 - h. Curbs, walks, walls and other structures
 - i. Roadways, drives, lights, signals and fencing
 - j. Other pedestrian amenities

C. SCHEMATIC DESIGN

Objective: Reach consensus on the program and design of the proposed site improvements with the Owner, Architect, and Design Team.

PROGRAMMING & ANALYSIS

1. Using information obtained from the Client and readily available sources, review the project information as it relates to the revised project limits as follows;
 - a. Review available plans, studies, data, drawings, and reports; traffic data; right-of-way data; survey data, geotechnical recommendations, environmental documents and mitigation plans, utility and drainage master plans, aerial, GIS, and base mapping
 - b. Historical review of past planning efforts or related master planning efforts conducted by the Client or by Others
 - c. Coordinate additional topographic survey information as needed
2. Attend a walking tour of the project area to prepare a photographic catalogue and review the following;
 - a. Existing site conditions
 - b. Context and surroundings
 - c. Site topography and landforms
 - d. Site drainage and natural systems
 - e. Planned and proposed area improvements
 - f. Site access
 - g. Views and visibility
3. Prepare a preliminary site and landscape assessment for review with the Client, and Design Team Representatives to include;
 - a. Review of existing character, styles, and management efforts

- b. Review of existing materials and features to remain or be protected
 - c. Review of existing materials and features to be removed or relocated
 - d. Review of existing signage
 - e. Review of park maintenance procedures and practices
1. Utilizing plans and information already provided by the Client as part of the Community Master Planning effort, the Consultant will prepare *Preliminary Design Alternatives* for presentation to the Owner/Client Representative that communicate:
 - a. Design intent
 - b. Scale and character of improvements
 - c. Horizontal and vertical geometry
 - d. Vehicular and Pedestrian surfaces and systems
 - e. Accessibility
 - f. Structures, walls, and surfaces
 - g. Shared spaces and amenities
 - h. Landscape areas
 - i. Opportunities for Sustainable Technologies and Best Management Practices
 - j. Opportunities for public art, or sculpture
 - k. Existing utility locations and potential constraints
 - l. Future accommodations or considerations
 2. The Design Team will prepare a three-dimensional study model utilizing Sketchup software of the preferred design alternative for presentation to the Owner/Client Representative
 3. Based on feedback from the Owner/Client Representative, prepare a *Preferred Design Alternative* to include the appropriate graphics, sections, and imagery necessary to communicate the design intent for;
 - a. Site and Landscape Plans
 - b. Landscape Plans
 - c. Architectural pavilion and restroom plans
 - d. Splash pad layouts
 - e. Play equipment layouts and requirements
 4. Begin preliminary design coordination with playground manufacturers for equipment selection and preliminary layouts for review with the Client to include
 - a. Design character and theming considerations
 - b. Preliminary equipment selections
 - c. Preliminary layout requirements
 - d. Materials and finish selections
 5. Prepare the necessary plans, graphics, sections and details for a *50% Review Set* for delivery to the Client to include;
 - a. Preliminary demolition plans
 - b. Preliminary grading and drainage plans
 - c. Preliminary site layout plan
 - d. Preliminary landscape plans
 - e. Preliminary stormwater plans
 - f. Preliminary utility coordination plans
 - g. Preliminary MEP plans
 - h. Play Equipment Layouts
 6. Prepare one (1) marketing and presentation quality rendering in electronic format of the preferred design alternative for presentation to the Client and Design Team.

7. Attend one (1) "New Projects" meetings with the Client and Design Team members to introduce the project to the City of Fort Wayne jurisdictional review agencies
8. Prepare a preliminary estimate of construction costs for review with the Owner and Design Team representatives
9. Prepare the necessary outline specifications for review with the Client, and Design Team representatives

D. DESIGN DEVELOPMENT

Objective: Reach consensus on the programming and relationships between the public and semi-public spaces in order to obtain preliminary site design for Owner and City Approval.

The Sub-Consultant will provide the following services:

1. Utilizing previously prepared base maps and topographic survey as provided by the Design Team, finalize the size, horizontal and vertical geometry, structure, materials and finishes, as appropriate, for the proposed improvements, such as but not limited to;
 - a. Sidewalks, curbs, and planters
 - b. Structures, walls, and enclosures
 - c. Lighting, signage and site furnishings
 - d. Landscape beds, trees, and planting locations
 - e. Tree preservation and removals
 - f. Opportunities for Sustainable Technologies and Best Management Practices
 - g. Opportunities for public art, or sculpture
2. Utilizing feedback from the Client and jurisdictional review agencies, continue development of the MEP plans to include;
 - a. Site lighting and electrical plans
 - b. Preliminary foundation plans and structural considerations
 - c. Materials, furnishings, and finish selections
3. Utilizing feedback from the Client and jurisdictional review agencies, continue development of the Civil Engineer and Utility plans to included;
 - a. Site grading and drainage areas
 - b. Stormwater requirements
 - c. Site access and accessibility requirements
 - d. Trail layouts
 - e. Utility layouts and requirements
4. Make necessary edits and revisions to the electronic, three-dimensional study model for Owner and Client/Design Team review.
5. Attend up to two (2) additional jurisdictional review meetings with the City of Fort Wayne for utility and storm sewer coordination as needed
6. Prepare the necessary plans, graphics, sections and details for a **75% Review Set** for delivery to the Client to include;
 - a. Demolition plans
 - b. Erosion Control Plans
 - c. Grading and drainage plans
 - d. Site Layout plan
 - e. Preliminary landscape plans
 - f. Preliminary stormwater plans
 - g. Preliminary utility coordination plans
 - h. Play Equipment Plans and Details

- i. Preliminary site electrical and site lighting plans
 - j. Preliminary foundation and structural plans
- 7. Further refine the summary of quantities and opinion of estimated construction costs for Client and Design Team review
- 8. Further refine the outline specifications to be used for the contract documents

E. CONSTRUCTION DOCUMENTS & BIDDING

Objective: Reach consensus with production of final construction documents, specifications, quantity schedules and other bidding documents for final permit approval with the City and competitive bidding for construction of the project.

The Sub- Consultant will perform the following services

CONSTRUCTION DOCUMENTS

- 1. Attend regularly scheduled design team coordination meetings with the Client and other project team members.
- 2. Based on the approved Design Development documents, finalize the graphic documentation and specifications needed for a 100% Client Review Set. Client will incorporate Client and Stakeholder comments to provide graphic and written documents for competitive bidding and permitting of the proposed improvements, to include;

CIVIL & LANDSCAPE PLANS

- a. Project identification and general information
- b. Notes, indexes and standards
- c. Site Preparation and Removals
- d. Tree Preservation and Removals
- e. Erosion Control Plans
- f. Layout and Material Plans
 - i. Curbs, walks and pedestrian surfaces
 - ii. Structures, walls, and enclosures
 - iii. Signage and way-finding elements
 - iv. Site lighting locations
 - v. Program elements
 - vi. Site furnishings
- g. Grading Plans
- h. Utility Plans
- i. Planting Plans
 - i. Landscape areas and screening
 - ii. Seeded and sodded areas
 - iii. Soil profiles
 - iv. Native and wetland plantings
 - v. Planting details
 - vi. Planting schedule with materials and quantities
- j. Details and section graphics as necessary

MEP & SITE ELECTRICAL PLANS

- a. General information
 - b. Electrical Site Plan
- 3. Review the graphic and written documents with Client and Design Team representatives and make the necessary edits and revisions
- 4. Finalize the written documentation that will be used to bid and construct the proposed improvements including.

- a. Specifications and project manual
 - b. Other required bid documents
5. Finalize the schedule of quantities and construction cost opinion
6. Review the graphic and written documents with Client Design Team representatives and make the necessary edits and revisions
7. Prepared one (1) final marketing level plan view graphic rendering for Client and Design Team reference.

PERMITTING & APPROVALS

1. In addition to the preparation of construction documents, the Consultant will assist with the preparation and submission of necessary site plans and required graphics, sections, or elevations to secure to initiate the City Routing process and final jurisdictional approval.
2. Attend up to two (2) jurisdictional or community review meetings to gain preliminary approvals as needed, or as directed by the Client.
3. Based on Owner and/or City comment, provide the necessary edits and revisions to the preliminary approval documents
4. Finalize the written and graphic documentations to be submitted for the following state and jurisdictional reviews;
 - a. Construction Design Release, including COMcheck energy compliance
 - b. State or County Health Department reviews as determined by the approved Splash Pad system design
 - c. City Routing and permit approvals

BIDDING & NEGOTIATIONS

Following approval of the Construction Documents, the Consultant will perform the following services;

1. Provide electronic files and one print copy of the contract documents for reproduction for bidding
2. Recommend reputable contractors for Client consideration
3. Conduct a pre-bid meeting for interested bidders
4. Answer questions and issue written addenda, when appropriate, to all bidders regarding changes to or clarifications to the contract documents
5. Review the bids, tabulate the results and issue a recommendation regarding the contract

F. CONSTRUCTION PHASE SERVICES

Objective: Provide the necessary reviews and recommendations to aid in constructing the proposed improvements through final acceptance of the work, or until 60 days after substantial completion of the work, whichever occurs first.

1. Administration

Objective: Provide the necessary support to the Owner and Lead Consultant as they administer completion of the contract documents.

Following award of the work to a qualified contractor, the Sub-Consultant will perform the following services;

- a. Attend (1) one pre-construction meeting with the Owner, Lead Consultant and the Contractor to review;
 - i. Contractor mobilization and staging
 - ii. Contractor schedules
 - iii. Contractor submittals
 - iv. Responsibilities
 - v. Communications
 - vi. Payment procedures

- b. Participate in, and issue written summaries (as requested) for progress meetings at the site with the Owner, Lead Consultant and the Contractor, at intervals appropriate to the phase of construction, to review
 - i. Progress of the work
 - ii. Contractor schedules
 - iii. Contractor submittals and requests
 - iv. Consultant observations and recommendations
- c. Issue interpretations and clarifications of the contract documents with reasonable promptness when requested by the Owner, Lead Consultant or Contractor
- d. Review required testing procedures and data provided by independent testing services
- e. Review shop drawings, product data and material samples required for Contractor submittal for general conformance with the design concept and information contained in the Contract Documents and provide the following
 - i. Accuracy or thoroughness of details such as quantities, dimensions, weights, and gauges
 - ii. Appropriate fabrication and installation processes
 - iii. Coordination of work with other trades
 - iv. Safety precautions
- f. Prepare recommendations for construction change orders, as requested by;
 - i. The Lead Consultant for changes to the scope of the Contractor's work
 - ii. The Contractor due to the discovery of job site conditions that were concealed or unknown when the Owner/Contractor agreement was executed

2. Observation

Objective: Provide regular observation of the construction process and the quality of Contractor's work to determine if the work is in general conformance with the contract documents.

Following award of the work to a qualified contractor, the Sub-Consultant will perform the following services;

- a. Observe the work at intervals appropriate to the stage of construction and provide written summaries to the Owner, Lead Consultant and Contractor as directed by Lead Consultant;
- b. Observe necessary on-site mock-up and material samples as directed by Lead Consultant;
- c. Visit nurseries local to the project site with the Contractor, Owner, and Client representatives to select specified plant materials, including, but not limited to;
 - i. Shade and ornamental trees
 - ii. Evergreen trees
 - iii. Representative shrubs

3. Contract Close-out

Objective: Assist the Lead Consultant with necessary close-out reviews and documentation for completion of the construction contract with the Contractor.

Following Contractor notification to the Lead Consultant of substantial completion, the Sub-Consultant will perform the following services;

- a. Review required contract close-out submittals provided by the Contractor, such as but not limited to;
 - i. Operating and maintenance manuals
 - ii. As-built record drawings
 - iii. Labor and material lien waivers
 - iv. Payment applications
- b. Attend (1) one on-site substantial completion walk-through with Owner, Lead Consultant, and other project team members;
- c. Attend (1) one on-site final completion walk-through with Owner, Lead Consultant, and other project team members;
- d. Prepare recommendations regarding the Contractor's request for acceptance of substantial and final completion of work

OPTIONAL ADDITIONAL SERVICES

1. The Consultant will provide additional services that serve to advance the design and construction initiatives that may include, but are not limited to, supplementary graphics, presentations, and project advocacy with local community and jurisdictional agencies. These services are usually provided in addition to our basic services at our standard hourly billing rates, plus customary expenses.
2. If circumstances arise during our performance of the services outlined which we believe require additional services, we will promptly notify you about the nature, extent, and anticipated additional fee for the additional services. We will not proceed with such additional services without your written authorization.

ANTICIPATED FEE SCHEDULE

The Anderson + Bohlander team will complete the professional services outlined above in the scope of services for a **Lump-sum fee of \$140,000.00**, allocated as follows:

1. ANDERSON + BOHLANDER	
LEAD + LANDSCAPE ARCHITECTURE	\$64,200.00
a. Schematic Design	\$11,000.00
b. Design Development	\$13,500.00
c. Construction Documents	\$29,700.00
d. Construction Phase Services	\$10,000.00
2. MSKTD & ASSOCIATES	
CIVIL, ELECTRICAL, STRUCTURAL, MEP + DESIGN SUPPORT	\$65,000.00
a. Schematic Design	\$5,000.00
b. Design Development	\$30,000.00
c. Construction Documents	\$20,000.00
d. Construction Phase Services	\$10,000.00
3. TOPOGRAPHIC SURVEY	\$10,800.00
a. Land Surveying Services	\$5,500.00
b. Public and Private Utility Locates	\$5,300.00
c. <i>Client can elect to provide only Private Utility locates and exclude the public right-of-way</i>	<i>(-\$3,300.00)</i>
TOTAL PROJECT FEE:	\$140,000.00
ALT. PROJECT FEE:	\$136,700.00

ANTICIPATED REIMBURSABLES

Sub-Consultant may incur the following expenses and bill to the client the following:

1. *Mileage Costs will not be incurred or passed through to the Client as part of the contract agreement, unless otherwise directed by the Client. At such time, standard IRS reimbursement rates would apply.*
2. *Printing of documents will be a straight pass through of printing expenses, only as directed by the Client.*

OPTIONAL ADDITIONAL SERVICES

1. The Consultant will provide additional services that serve to advance the design and construction initiatives that may include, but are not limited to, supplementary graphics, presentations, and project advocacy with local community and jurisdictional agencies. These services are usually provided in addition to our basic services at our standard hourly billing rates, plus customary expenses.
2. If circumstances arise during our performance of the services outlined which we believe require additional services, we will promptly notify you about the nature, extent, and anticipated additional fee for the additional services. We will not proceed with such additional services without your written authorization.



PACKARD PARK REDEVELOPMENT

RFP RESPONSE FROM

ANDERSON + BOHLANDER, LLC

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 #	8611043
Awarded To	Anderson + Bohlander, LLC
Amount	\$140,000
Conflict of interest on file?	☒ Yes ☐ No
Number of Registrants	10
Number of Proposals	4
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 Anderson + Bohlander, LLC for design services on the Packard Park Redevelopment Project.

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

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

MEMORANDUM

To: City Council Members, City of Fort Wayne
From: Chad Shaw
CC: File
Subject: Council Approval of Packard Park Redevelopment Project
Date: September 15, 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 Packard Park Redevelopment. Project includes the following general components:

1. New playgrounds
2. Event plaza/lawn
3. New perimeter/internal walking trail
4. Landscape Improvements
5. Public Art, Signage and Lighting

Proposals from four (4) design firms were received on August 29, 2023. 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 Anderson + Bohlander, LLC for the above-mentioned work. Please see attached scoring sheet.

We are requesting approval for a contract with Anderson + Bohlander, LLC at a total cost of **\$140,000.00**. This project is funded through an ARPA Grant, Parks CIP, and neighborhood contributions.

I will be available at the Council meetings to answer any questions you may have and I may also be reached at 427-6027.

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 427-6027 or the Executive Director, Steve McDaniel at 427-6407.

Thank you in advance.

Chad Shaw
Superintendent of Parks Planning, Landscape and Horticulture – Ft. Wayne Parks and Recreation