SPECIAL ORDINANCE NO. S-____

AN ORDINANCE approving Sourcewell Cooperative Purchasing Project - SERVICE AGREEMENT - SHOAFF PARK PLAYGROUND EQUIPMENT AND SURFACING - (\$643,765.57) by the City of Fort Wayne, Indiana, by and through its Board of Park Commissioners and SNIDER RECREATION, INC. for the PARKS AND RECREATION DEPARTMENT.

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

SECTION 1. That Sourcewell Cooperative Purchasing Project - SERVICE AGREEMENT - SHOAFF PARK PLAYGROUND EQUIPMENT AND SURFACING - by the City of Fort Wayne, Indiana, by and through its Board of Park Commissioners and SNIDER RECREATION, INC. for the PARKS AND RECREATION DEPARTMENT, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to DESIGN AND SUPPLY PLAYGROUND EQUIPMENT AND SAFETY SURFACING VIA SOURCEWELL COOPERATIVE PURCHASING; REMOVE EXISTING EQUIPMENT, WOOD MULCH AND BORDER; INSTALL NEW PLAYGROUND EQUIPMENT, SAFETY SURFACING AND BORDER;

involving a total cost of SIX HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED SIXTY-FIVE and 57/100 DOLLARS – (\$643,765.57) all as more particularly set forth in said SERVICE AGREEMENT – SHOAFF PARK PLAYGROUND EQUIPMENT AND SURFACING - 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.

ia.	
1	SECTION 2. That this Ordinance shall be in full force and effect from and
2	after its passage and any and all necessary approval by the Mayor.
3	
4	Council Member
5	APPROVED AS TO FORM AND LEGALITY
6	
7	Malak Heiny, City Attorney
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	



SERVICE AGREEMENT: Shoaff Park Playground Equipment and Surfacing

CITY DEPARTMENT/CONTACT NAME
Parks and Recreation – Dave Weadock
STREET ADDRESS
705 E. State Blvd.
CITY, STATE, ZIP CODE
Fort Wayne, IN 46805
INVOICE ADDRESS
705 E. State Blvd.
CITY, STATE, ZIP CODE
Fort Wayne, IN 46805

Service Description	Rates
Design and supply playground equipment and safety surfacing via Sourcewell cooperative purchasing. Removal of existing equipment, wood mulch and border. Installation of new playground equipment, safety surfacing and border.	\$643,765.57
The follow	ving is made part of this agreement:

Estimated Completion Date:	7/1/2026	Vendor proposal, Sourcewell documentation

This Agreement is entered into between Supplier and the City. The Additional Terms and Conditions below 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 by mutual agreement and written notice to the Supplier.

SUPPLIER REPRESENTS THAT ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO IS NOT AN EMPLOYEE OF SUPPLIER SHALL BE REQUIRED BY SUPPLIER TO COMPLY WITH THE WORKMEN'S COMPENSATION REQUIREMENTS ON THE REVERSE SIDE HEREOF.

*SUPPLIER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES THAT DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

SUPPLIER:	Board of Park Commissioners
By (Signature):	By (Signallife):
Printed Name: Jeffrey C. Snider	Printed Name: STEVE MCDANIEL
Date: 11/19/25	Date: 11/19/2025
11/19/25	11/11/02-5

ADDITIONAL TERMS AND CONDITIONS

- 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 there warrants that all goods furnished in connection with the Services shall be marchantable 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 lines and encombrances. These warrantes 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.
- 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 itentice the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (10) 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 Sopplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens

and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.

- 3. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship between City and Supplier is and shall at all times remain as independent contractors. Persons provided by Supplier to perform and deliver the Services shall be Supplier's employees under the sole and exclusive direction and control of Supplier for compliance by Supplier's employees and any other person or entity contracted or permitted by Supplier for compliance by Supplier's employees and any other person or entity contracted or permitted by Supplier to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hour, health and safety, and working conditions. Supplier shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Supplier's employees and any other persons or entities contracted or permitted by Supplier to provide and deliver the Services, including Social Security, unemployment, Workmen's Compensation, disability insurance and federal and state withholding. Supplier shall be responsible for providing such reasonable accommodations which may be required under the Americans with Disabilities Act, 12 U.S.C.1210 et seq. In order that any person with disabilities employed, contracted or permitted by Supplier to provide the Services to be able to perform the essential functions of such person's job-related duties. Supplier agrees to defend, indemnify and hold harmless City, to the extent permitted by Just, from and against any loss, cox, claim, liability, damage or expense (including attorneys' fees) that may be asserted against or incurred by City as a result of Supplier's failure to comply with the covenants and obligations of this paragraph.
- 4. INDEMNITY. Supplier forever releases, discharges, acquits and agrees to defend, indennify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable automorys' fees), judgments, settlements and penalties of overy kind and nature asserted against, charged to or imposed upon City which directly or indirectly arise or are associated with the performance and delivery of the Services by Supplier, the employees of Supplier or any person or entity contracted or permitted by Supplier to provide and deliver the Services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Supplier, any employee of Supplier or any person or entity contracted or permitted by Supplier to perform and deliver the Services, including, without limitation, damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorneys selected by City at City's expense or to be represented by Supplier's coursel at Supplier's expense, without waiving Supplier's defense, indemnity and hold harmless obligations to City conteined therein. Supplier shall not settle or compromise any claim, suit or action or consent to entry or a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of the Services.
- 5. LIMITATION OF LIABILITY. Supplier's liability hereunder for any loss, cost, claim liability, damage or expense (including attorneys' fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent grossly negligent or willful misconduct by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform the obligations under this Agreement, Supplier shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
- INSURANCE. Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the following insurance coverage:

(a) General Liability

(b)

Personal & Advertising Liability
Products/Completed Operations Liab

Products/Completed Operations Liability \$2,000
Automobile Liability, including Hired \$1,000

and Non-Owned Auto
(c) Worker's Compensation'
Bodily Injury by Accident
Bodily Injury by Disease
Bodily Injury by Disease

\$1,000,000 minimum per occurrence/ \$2,000,000 aggregate \$1,000,000 any one person or organization \$2,000,000 aggregate \$1,000,000 minimum per occurrence

\$500,000 each accident \$500,000 policy limit \$500,000 each employee

*SUPPLIER, AND ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVIER THE SERVICES WIJO DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALIO CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

The Certificate of Insurance must show the City of Fort Wayne, its Departments and Divisions, as an Additional Insured and a Certificate Holder, and provide 30 days' notification of cancellation, modification or non-renewal.

All Certificates of Insurance should be sent to the following address: City of Fort Wayne Purchasing Department 200 East Herry Street, Suite 490 Fort Wayne, IN 46802

- 7. HAZARDOUS MATERIALS. Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.
- 8. PROGRESS REPORTS. The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to the substantially performed only when fully performed according to its terms and conditions and any prodification thereof.
- CONFLICT OF INTEREST. Supplier certifies and warrants that neither it nor any of its directors,
 officers, agents, representatives, board members, 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,
 board members, or agents.
- CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION. Supplier further agrees that all information, data findings, reconnunctations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced

by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.

- 11. CONFIDENTIALITY OF CITY INFORMATION. Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.
- 12. EMPLOYER CERTIFICATION. In accordance with I.C. §22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program in longer exists. Supplier certifies that they do not knowingly employ any unsufforced aliens.
- 13. COMPLIANCE WITH LAWS. Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Victnam Era Veterars Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, clain, Hability, damage, or expense fincluding attorney's fees) that may be sustained because of Supplier's breach of such warranty.
- 14. DEPAULT. 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, threfore.
- 16. WAIVER. No action or inaction by the City shall constitute a waiver of any right or renedy.
- 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 Bates 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 notal 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. GOVERNING LAW, PREFERRED VENUE. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. The parties hereto agree that any action, proceeding, claim or dispute arising hereunder or relating hereto shall be brought and enforced in a court of applicable jurisdiction located in Allen County, Indiana and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forun.
- 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, tenue, tenue, 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 Buxs, 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 enlite 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 hos 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.



E.B.E. RIDER:

E.B.E. RIDER

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as OWNER and Snider Recreation, Inc., hereinafter referred to as CONTRACTOR,

WITNESSETH:

WHEREAS, the CONTRACTOR is the sole Sourcewell cooperative purchasing supplier on construction project commonly referred to as the Shoaff Park Playground Equipment and Safety Surfacing.

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 05-08-06), adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order (as amended 05-08-06); and

WHEREAS, said Executive Order (as amended 05-08-06) 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 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:

- 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 five percent (5%) of the total amount owing to insure 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 95% 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 5% 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 ten 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. <u>Determination of Waiver Requests</u> The Contract 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 Sc. In any case, a Contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have 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 Board of Public Works 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.

The parties have executed the E.B.E. Rider this 19 day of November, 2025
CONTRACTOR
BY:Company Snider Recreation, Inc.
Name Printed_ Jeffrey C. Snider
ATTEST:
In My
Steve McDaniel, Director

Revised 2-09

Fort Wayne Parks and Recreation





6401 St Joe Rd | Fort Wayne, IN 46835-1930



Snider Recreation, Inc.

10139 Royalton Road Suite K | North Royalton, OH 44133 | 440-877-915







6401 St Joe Rd | Fort Wayne, IN 46835-1930

October 8, 2025

David Weadock Fort Wayne Parks and Recreation 705 E State Street Fort Wayne, IN 46805

Dear David Weadock:

Snider Recreation, Inc. is delighted to provide Fort Wayne Parks and Recreation with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Snider Recreation, Inc. is confident that this proposal will satisfy Fort Wayne Parks and Recreation's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with Fort Wayne Parks and Recreation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Paul Childs

Sales Representative

Snider Recreation, Inc. 10139 Royalton Road Suite K North Royalton, OH 44133 www.cvsnider.com www.bciburke.com

Phone: 440-877-9151 Fax: 440-877-9159

Email: paul@cvsnider.com









Snider Recreation Inc.

10139 Royalton Road, Suite K North Royalton, OH 44133

Estimate

Date	Estimate #
10/9/2025	17162

Ph (440)877-9151 Toll Free (800)888-2889

www.cvsnider.com info@cvsnider.com

Name / Address	
City of Fort Wayne Parks & Recreation Attention: Dave Weadock 705 E State Boulevard Fort Wayne, IN 46805	

Project Location		

Shoaff Park 6401 St. Joe Road Fort Wayne, IN 46835

Fx (440)877-9159

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Net 30	PC	219-427-6407			Allen-IN

Item	Description	Qty	Rate	Total
	Sourcewell 0105021-BUR Member ID #2225			
Design	BCI Burke Design127-207199-5	1	332,405.00	332,405.00
Discount Recreation	Sourcewell Discount		-15.00%	-49,860.75
Discount Recreation	Additional Discount		-42,123.25	-42,123.25
	Subtotal			240,421.00
Freight	Shipping Charges	1	7,030.00	7,030.00
Installation	Installation of New Playground Equipment	1	117,000.00	117,000.00
Installation	Remove & Carted Off of Existing Equipment	1	10,190.00	10,190.00
Installation	Remove & Carted Off of Existing Wood Chips & Borders	1	15,500.00	15,500.00
Installation	Site Prep: approx. 4-5 Days	1	38,814.36	38,814.36
	*Backfill area to 6" Below Grade *Install drain West and South edges of play area connect to drywell located West of the playground area *Installation of approx. 330 LF of Concrete Curb around perimeter of use zone *Restore Perimeter with backfill to curb and seed			
Surfacing	Install Foreverlawn Turf - includes stone base pads and turf	1	214,810.21	214,810.21
	Payment for equipment items will be due within 30 days after the products ship.			
	Service-related items will be invoiced at completion of that scope of work and will be due within 30 days of the invoice date.			

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days. Credit Card payments will incur an additional 3% fee.

Please be aware that Snider Recreation will never ask you to provide your ACH (bank account and routing number) details through emails or text messages. Any requests should be considered fraudulent. Please call us at 440-877-9151 to confirm any communications you have received.

Subtotal	\$643,765.57
Sales Tax (7.0%)	\$0.00
Total	\$643,765.57

COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or visit bciburke.com/rep. Our passion is bringing play to communities like yours and we can't wait to help you get started!

















FEATURED PLAY EVENTS



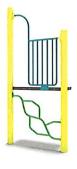
Velo™ Slide

Rapid and swift, the Velo Slide is designed to be the fastest, most exciting sliding experience for kids!



COLLISION PANEL

Interact with Burke's Collision Panel to encourage exploration, interaction and develop fine-motor skills for children with all abilities.



Shasta Climber

Climbers provide several developmental benefits to children, building upper body strength along with boosting balance and coordination while they play.

FEATURED PLAY EVENTS



PlayEnsemble Supine Chimes Hue

As a universal experience that inspires everyone to create, music brings a sense of wonder to the play environment. Musical experiences aren't just play; they accelerate child development intellectually, socially and emotionally.



Wheel of Fun Panel

Panels provide more ways for kids to get creative and use their imagination while providing opportunities for cooperative and social play.



COMET I

It challenges children to utilize their strength, balance and coordination. It can be used by a single child or by a group of children for maximum play ability. Children can sit or stand on the outside or inside of the comet.

FEATURED PLAY EVENTS



Verve® V

Verve Climbers provide random paths for children to climb on the inside or outside, vertically or traverse.



6401 St Joe Rd | Fort Wayne, IN 46835-1930

DESIGN SUMMARY

Snider Recreation, Inc. is very pleased to present this Proposal for consideration for the Shoaff Park located in Fort Wayne. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Fort Wayne Parks and Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

Project Name:

Shoaff Park

Project Number:

127-207199-5

User Capacity:

268

Age Groups:

5 to 12, 2 to 5, 2 to 12

Dimensions:

144' 7" x 61' 11"

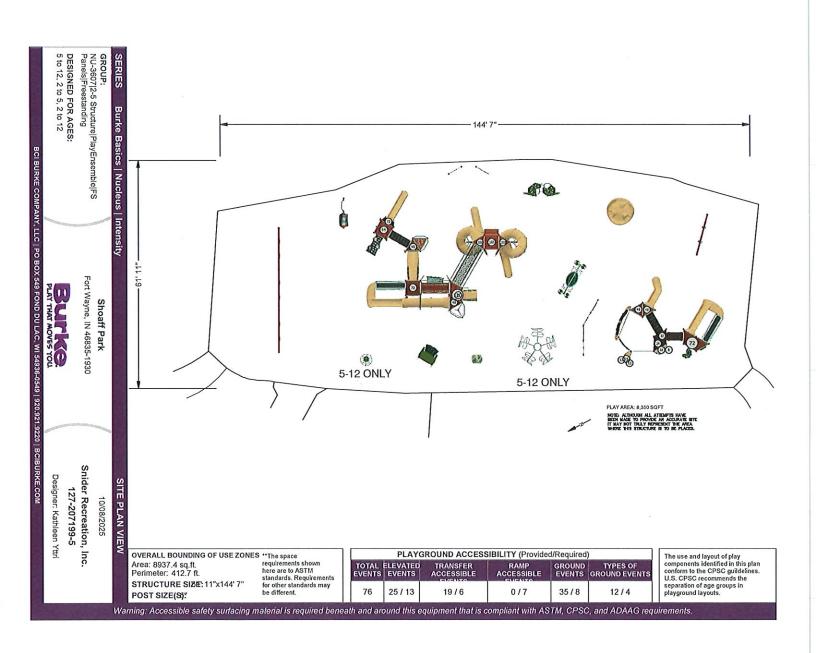
Designer:

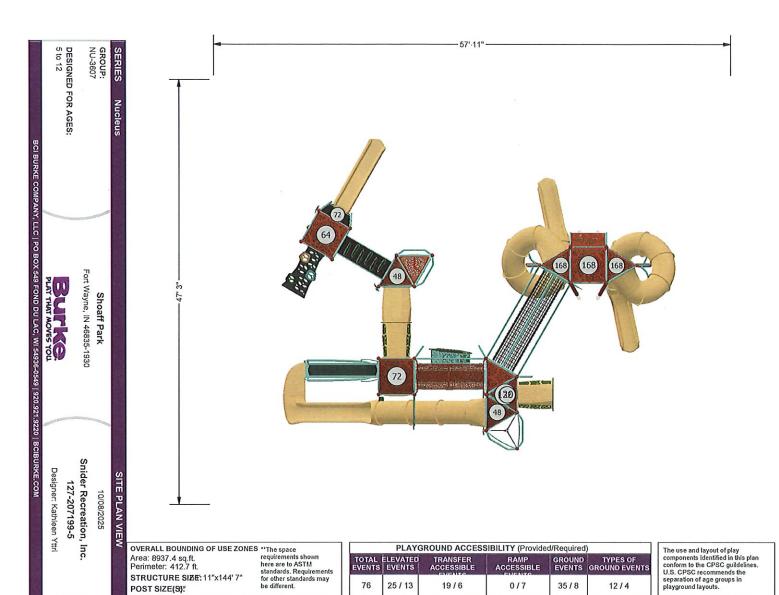
Kathleen Yttri

Snider Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Shoaff Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 127-207199-5 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Shoaff Park project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.





25 / 13

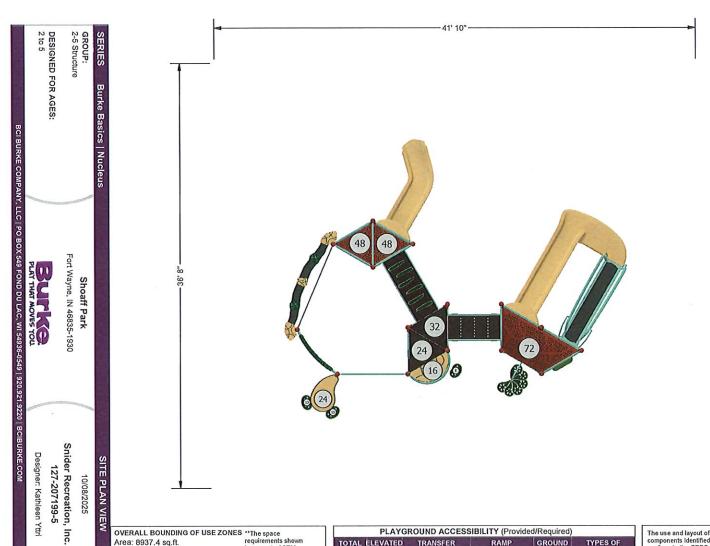
Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

19/6

0/7

35/8

12/4



POST SIZE(S)!

OVERALL BOUNDING OF USE ZONES "The space
Area: 8937.4 sq.ft.
Perimeter: 412.7 ft.
STRUCTURE SIZE:11"x144"7"
POST SIZE(S):"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

TYPES OF GROUND EVENTS 25 / 13 19/6 0/7 35/8 12/4

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



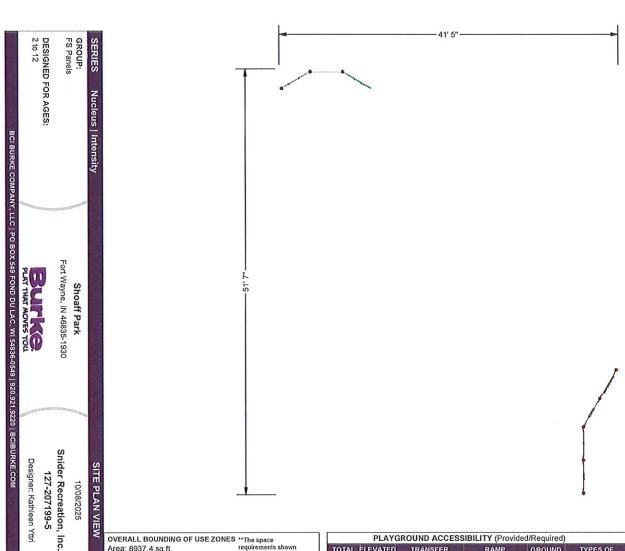
- 2' 6" -

OVERALL BOUNDING OF USE ZONES "The space
Area: 8937.4 sq.ft.
Perimeter: 412.7 ft.
STRUCTURE SIZE:11"x144'7"
POST SIZE(SIZ: POST SIZE(S)!

PLAYGROUND ACCESSIBILITY (Provided/Required)					
	ELEVATED EVENTS	TRANSFER ACCESSIBLE	RAMP ACCESSIBLE	GROUND EVENTS	TYPES OF GROUND EVENTS
76	25 / 13	19 / 6	0/7	35 / 8	12/4

The use and layout of play components identified in this plan conform to the CPSC guildefines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



OVERALL BOUNDING OF USE ZONES

*The space requirements shown here are to ASTM standards. Requirements STRUCTURE SIBE: 11"x144' 7"

POST SIZE(S):

*The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

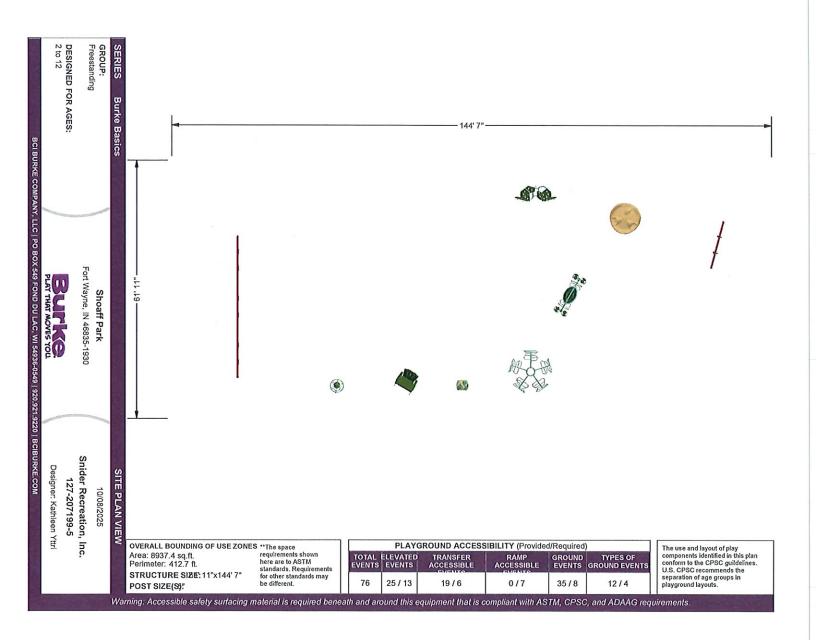
PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL ELEVATED TRANSFER RAMP ACCESSIBLE EVENTS ACCESSIBLE ACCESSIBLE EVENTS ACCESSIBLE EVENTS ACCESSIBLE EVENTS GROUND EVENTS

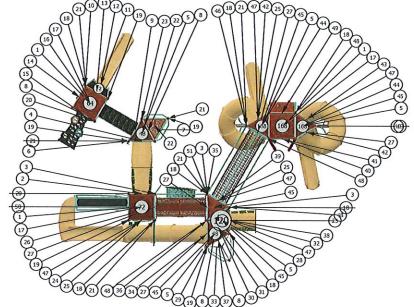
76 25/13 19/6 0/7 35/8 12/4

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

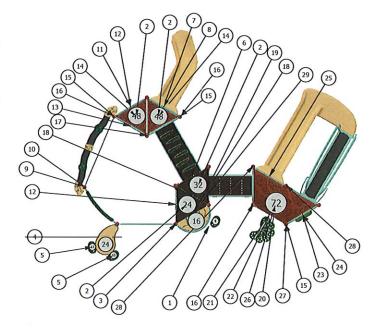






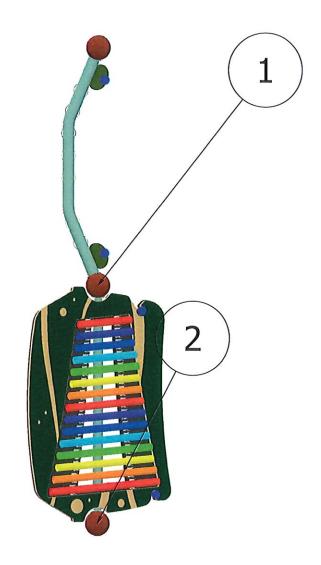
ITEM	COMP.	DESCRIPTION		
1	270-0130	SQUARE PLATFORM		
2	570-1885			
3				
-	570-0002			
4	570-0073			
6	270-0129	TRIANGLE PLATFORM		
-	570-2752	RING SINGLE POST ACTIVITY		
7	570-1883			
8	270-0120	EVOLUTION UNITARY ENCLOSURE		
9	370-0210	TERREX CLIMBER		
10	570-2746	SPIN SINGLE POST ACTIVITY		
11	470-0875	CORE SLIDE ARCH		
12	470-0754	VELO SLIDE 64"-72", W/O HOOD		
13	270-0009	8° CLOSURE PLATE, ELLIPSE		
14	570-0130			
15	370-1740	PATHWAY CLIMBER, 64*-72*		
16	470-0980	NICHE CAPSULE NANO, 64°		
17	470-0015	EVOLUTION SQUARE ROOF		
18	470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE		
19	470-0008	**************************************		
20	470-0003	EVOLUTION TOP ROOF SUPPORT, SINGLE		
21	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT		
22	470-0018	EVOLUTION TRIANGLE BASE ROOF		
23	470-0004	EVOLUTION TOP ROOF SUPPORT, DOUBLE		
24	570-2701	COLLISION PANEL, ABOVE PLATFORM		
25	570-2714	EVOLUTION 2.5' OPENING BARRIER		
26	370-0209	EVOLUTION 360 INCLUSIVE CLIMBER		
27	570-1544	EVOLUTION SHORT CURVED TOP BARRIER		
28	270-0132	HALF HEXAGON PLATFORM		
29	570-2747	SMILE SINGLE POST ACTIVITY		
30	270-0300	ABSTRACT PLATFORM LADDER 16"		
31	370-0016	GRAB BAR ASSEMBLY		
32	570-0076	4" VISIO PASSAGE TUNNEL 32" TO GROUND		
33	370-0860	TREE BRANCH CLIMBER 32"		
34	570-0100	EVOLUTION BARRIER		
35	470-0979	NICHE CAPSULE		
36	570-2748	TOUCH SINGLE POST ACTIVITY		
37	370-1745	ROPE TRIANGLE CLIMBER, 48° TO 120°		
38	570-1859	MEMORY REACTIONS PANEL, ABOVE PLATFORM		
39	370-0068	ASPIRE ROPE TUNNEL		
40	570-2713	HIDE THE NUMBERS PANEL		
41	570-0007	EVOLUTION 4' OPENING BARRIER		
42	470-0130	ASPIRE COBRA 168*		
43	570-1545	EVOLUTION 6' OPENING BARRIER		
44	670-0006	ASPIRE TRIPOD CONNECTOR		
45	470-0017	EVOLUTION TRIANGLE APEX ROOF		
46	570-0001	ASPIRE SMALL WING		
47	470-0811	EVOLUTION ROOF END PLATE		
43	470-0010	EVOLUTION MIDDLE ROOF SUPPORT		
49	470-0968	SERENITY SPOT PRIMARY, TO ROOF		
50	470-0981	360 LOOP, 10'		
51	470-0016	EVOLUTION 360 INCLUSIVE CLIMBER ENCLOSURE		



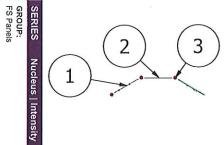


ITEM	COMP.	DESCRIPTION
1	580-1364	LIL NOVO BEAN STEP
2	270-0129	TRIANGLE PLATFORM
3	370-0203	LINX CLIMBER
4	580-1370	NUCLEUS LIL NOVO BEAN TABLE
5	580-1355	LIL NOVO BEAN BENCH
6	370-0210	TERREX CLIMBER
7	470-0660	VIPER L 48-56 W/O HOOD
8	470-0805	SLIDE HOOD, HIGH SIDE WALL
9	370-0181	PATHWAY LINK, POST TO POST
10	370-1739	LIL NOVO BALANCE BEAM POST TOPOST
11	370-1664	SHASTA CLIMBER, 40"-48"
12	270-0122	EVOLUTION OFFSET ENCLOSURE
13	570-2736	PISTON PANEL
14	470-0018	EVOLUTION TRIANGLE BASE ROOF
15	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
16	470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT
17	470-0004	EVOLUTION TOP ROOF SUPPORT, DOUBLE
18	270-0009	8° CLOSURE PLATE, ELLIPSE
19	370-0041	EVOLUTION 40" TRANSITION STAIR W/ BARRIERS
20	270-0132	HALF HEXAGON PLATFORM
21	370-1673	PETAL STEP CUMBER 64"-72"
22	270-0121	EVOLUTION STANCHION
23	570-0100	EVOLUTION BARRIER
24	570-0557	COUNTER PANEL, BELOW PLATFORM
25	470-0966	360 LOOP
26	470-0978	EVOLUTION HALF HEX ROOF,W/CENTER POST
27	470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE
28	470-0003	EVOLUTION TOP ROOF SUPPORT, SINGLE
29	470-0075	CRESCENT PLATFORM

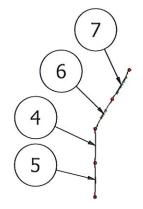




ITEM	COMP.	DESCRIPTION
1	570-0008	PLAYENSEMBLE TITAN CHIMES HUE
2	570-0411	PLAYENSEMBLE SUPINE CHIMES HUE



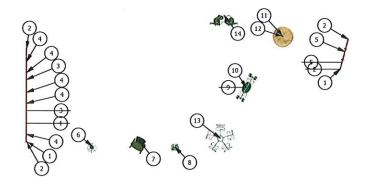
ITEM	COMP.	DESCRIPTION	
1	570-2667	BEE ACCESSIBLE REACH PANEL	
2	570-2669	MAZE ACCESSIBLE REACH PANEL	
3	570-0687	CHARADE RING PANEL	
4	570-0864	GEAR PANEL, BELOW PLATFORM	
5	570-0619	WHEEL OF FUN PANEL, BELOW PLATFORM	
6	570-0863	RAIN WHEEL PANEL, BELOW PLATFORM	
7	570-0862	COG WHEEL PANEL, BELOW PLATFORM	



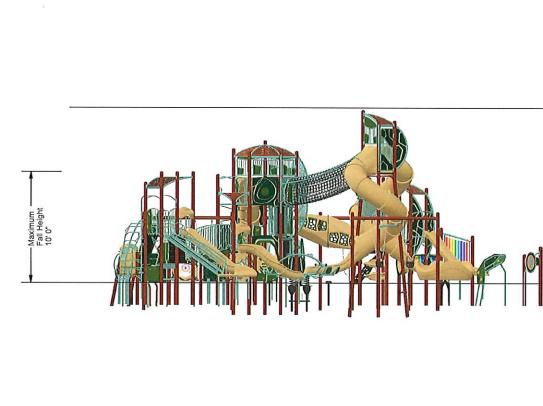
BCI BURKE CON	21012	DESIGNED FOR AGES:	GIGIO	GROUP:
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM	PLAY THAT MOVES YOU		Fort Wayne, IN 46835-1930	Shoaff Park
9220 BCIBURKE,COM	Designer: Kathleen Yttri	127-207199-5	Snider Recreation, Inc.	10/08/2025

COMPONENT VIEW





ITEM	COMP.	DESCRIPTION	
1	550-0201	SINGLE POST SWING ASSEMBLY 5° OD	
2	550-0008 -END	SWING BEAM HALF CLAMP	
3	550-0202	SINGLE POST SWING ADD-ON 5" OD	
4	550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	
5	550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN	
6	560-2586	COMET I	
7	350-1830	CUSTOM GIANT BURKE CHAIR	
8	560-0073	NIDO SPINNER	
9	570-2745	ORB ROCKER	
10	570-2727	ORB ROCKER FOOTER	
11	560-2579	VOLTA INCLUSIVE SPINNER	
12	560-2765	VOLTA SPINNER FOOTER	
13	560-2584	VERVE V CLIMBER	
14	560-0062	FORMIS FREE 2-12	



- Overall — Max Height 22' 2"

DESIGNED FOR AGES: 5 to 12, 2 to 5, 2 to 12 **GROUP:**NU-3607/2-5 Structure|PlayEnsemble|FS
Panels|Freestanding Designer

PLAY THAT MOVES YOU.

Designer

Designer

Designer

Designer

Designer

Designer

Designer

SERIES

Burke Basics | Nucleus | Intensity

Fort Wayne, IN 46835-1930

Shoaff Park

Snider Recreation, Inc. 127-207199-5 10/08/2025

ELEVATION VIEW

Designer: Kathleen Yttri











SERIES N
GROUP:
PlayEnsemble

Nucleus

DESIGNED FOR AGES: 2 to 12

PLAY THAT MOVES YOU.

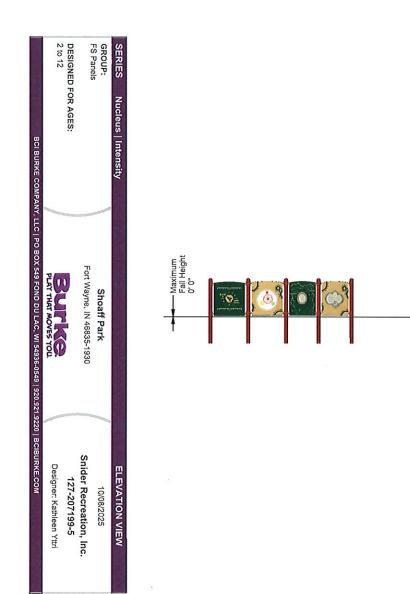
Designer:
PLAY THAT MOVES YOU.

Designer:
De

Shoaff Park Fort Wayne, IN 46835-1930

Snider Recreation, Inc. 127-207199-5 Designer: Kathleen Yttri

ELEVATION VIEW 10/08/2025







BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

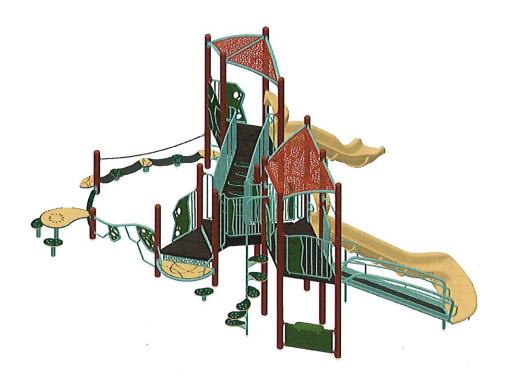
Designer: Kathleen Yttri

	PLAY THAT MOVES YOU.	BCI BIBKE COM
Designer: Kathleen Yttri		5 to 12
127-207199-5		DESIGNED FOR AGES:
Snider Recreation, Inc.	Fort Wayne, IN 46835-1930	
10/08/2025	Shoaff Park	GROUP:
ISOMETRIC VIEW		SERIES Nucleus



GROUP: 2-5 Structure DESIGNED FOR AGES: 2 to 5 SERIES Burke Basics | Nucleus PLAY THAT MOVES YOU.

Designer:
Designer:
SCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM Shoaff Park Fort Wayne, IN 46835-1930 Snider Recreation, Inc. 127-207199-5 Designer: Kathleen Yttri ISOMETRIC VIEW 10/08/2025



















PROPOSAL 127-207199-5 | 10/8/2025 | 2025 PRICING

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487 and CPSC. To verify product certification, visit www.ipema.org.







The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

NU-3607 Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-160C	5" OD X 160" CAPPED POST	2	0	0	84	168
072-0500-176C	5" OD X 176" CAPPED POST	4	0	0	92	368
072-0500-184C	5" OD X 184" CAPPED POST	2	0	0	96	192
072-0500-192C	5" OD X 192" CAPPED POST	2	0	0	101	202
072-0500-196C	5" OD X 196" CAPPED POST	1	0	0	103	103
072-0500-200C	5" OD X 200" CAPPED POST	2	0	0	105	210
072-0502-1808	5" OD X 180" SWAGED POST	2	0	0	94	188
072-0502-188\$	5" OD X 188" SWAGED POST	1	0	0	99	99
072-0502-208\$	5" OD X 208" SWAGED POST	6	0	0	109	654
072-0502-216S	5" OD X 216" SWAGED POST	1	0	0	113	113
072-0502-2208	5" OD X 220" SWAGED POST	1	0	0	115	115
072-5503-100T	5" OD X 100" TOP ALUMINUM CAPPED POST	2	0	0	20	40
072-5503-24T	5" OD X 24" TOP ALUMINUM CAPPED POST	1	0	0	6	6
072-5503-32T	5" OD X 32" TOP ALUMINUM CAPPED POST	1	0	0	7	7
072-5503-48T	5" OD X 48" TOP ALUMINUM CAPPED POST	1	0	0	10	10
072-5503-56T	5" OD X 56" TOP ALUMINUM CAPPED POST	2	0	0	12	24
072-5503-84T	5" OD X 84" TOP ALUMINUM CAPPED POST	2	0	0	17	34
072-5503-88T	5" OD X 88" TOP ALUMINUM CAPPED POST	2	0	0	18	36
270-0009	8" CLOSURE PLATE, ELLIPSE	1	0	0	8	8
270-0120	EVOLUTION UNITARY ENCLOSURE	4	0	0	34	136
270-0129	TRIANGLE PLATFORM	5	2	10	48	240
270-0130	SQUARE PLATFORM	3	6	18	106	318
270-0132	HALF HEXAGON PLATFORM	1	6	6	144	144
270-0300	ABSTRACT PLATFORM LADDER 16"	1	1	1	17	17
370-0016	GRAB BAR ASSEMBLY	1	0	0	6	6
370-0068	ASPIRE ROPE TUNNEL	1	7	7	480	480
370-0209	EVOLUTION 360 INCLUSIVE CLIMBER	1	11	11	484	484



Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-0210	TERREX CLIMBER	1	12	12	326	326
370-0860	TREE BRANCH CLIMBER 32"	1	2	2	17	17
370-1740	PATHWAY CLIMBER, 64"-72"	1	3	3	116	116
370-1746	ROPE TRIANGLE CLIMBER, 48" TO 120"	1	5	5	105	105
470-0003	EVOLUTION TOP ROOF SUPPORT,	2	0	0	13	26
470-0004	SINGLE EVOLUTION TOP ROOF SUPPORT, DOUBLE	1	0	0	14	14
470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE	7	0	0	13	91
470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT	6	0	0	16	96
470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT	6	0	0	16	96
470-0010	EVOLUTION MIDDLE ROOF SUPPORT	4	0	0	18	72
470-0015	EVOLUTION SQUARE ROOF	3	0	0	42	126
470-0016	EVOLUTION 360 INCLUSIVE CLIMBER ENCLOSURE	1	0	0	81	81
470-0017	EVOLUTION TRIANGLE APEX ROOF	5	0	0	21	105
470-0018	EVOLUTION TRIANGLE BASE ROOF	2	0	0	19	38
470-0130	ASPIRE COBRA 168"	2	3	6	529	1,058
470-0754	VELO SLIDE 64"-72", W/O HOOD	1	2	2	111	111
470-0811	EVOLUTION ROOF END PLATE	5	0	0	12	60
470-0875	CORE SLIDE ARCH	1	0	0	174	174
470-0968	SERENITY SPOT PRIMARY, TO ROOF	1	2	2	282	282
470-0979	NICHE CAPSULE	1	4	4	206	206
470-0980	NICHE CAPSULE NANO, 64"	1	2	2	108	108
470-0981	360 LOOP, 10'	1	8	8	751	751
570-0001	ASPIRE SMALL WING	2	0	0	33	66
570-0002	ASPIRE MEDIUM WING	3	0	0	43	129
570-0007	EVOLUTION 4' OPENING BARRIER	1	0	0	68	68
570-0073	8' VISIO PASSAGE TUNNEL 24" OFFSET	1	0	0	445	445
570-0076	4' VISIO PASSAGE TUNNEL 32" TO GROUND	1	1	1	256	256
570-0100	EVOLUTION BARRIER	1	0	0	52	52
570-0130	EVOLUTION BARRIER W/ KALEIDOSCOPE	1	1	1	64	64
570-1544	EVOLUTION SHORT CURVED TOP BARRIER	5	0	0	50	250
570-1545	EVOLUTION 6' OPENING BARRIER	1	0	0	78	78
570-1859	MEMORY REACTIONS PANEL, ABOVE PLATFORM	1	2	2	66	66
570-1883	TRIGON TOWER CLIMBER, 48"	1	2	2	93	93
570-1885	TRIGON, UPRIGHT	1	ī	1	33	33
570-2701	COLLISION PANEL, ABOVE PLATFORM	i	i	i	55	55
570-2713	HIDE THE NUMBERS PANEL	1	2	2	69	69
	EVOLUTION 2.5' OPENING BARRIER	4	0	0	37	148



•						
Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
570-2746	SPIN SINGLE POST ACTIVITY	1	1	1	4	4
570-2747	SMILE SINGLE POST ACTIVITY	1	1	1	5	5
570-2748	TOUCH SINGLE POST ACTIVITY	1	1	1	6	6
570-2752	RING SINGLE POST ACTIVITY	1	1	1	4	4
670-0006	ASPIRE TRIPOD CONNECTOR	2	0	0	39	78
670-0427	5" OD X 11 GA POST EXTENSION	5	0	0	10	50

Total User Capacity: 113 Total Weight: 10,480 lbs Total Price: \$196,515

2-5 Structure

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
580-1355	LIL NOVO BEAN BENCH	2	1	2	28	56
580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
580-1370	NUCLEUS LIL NOVO BEAN TABLE	1	5	5	60	60

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-100C	5" OD X 100" CAPPED POST	1	0	0	53	53
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
072-0500-124C	5" OD X 124" CAPPED POST	2	0	0	65	130
072-0500-160C	5" OD X 160" CAPPED POST	2	0	0	84	168
072-0500-176C	5" OD X 176" CAPPED POST	2	0	0	92	184
072-0500-184C	5" OD X 184" CAPPED POST	2	0	0	96	192
072-0500-200C	5" OD X 200" CAPPED POST	3	0	0	105	315
072-0500-60C	5" OD X 60" CAPPED POST	1	0	0	32	32
072-0500-72C	5" OD X 72" CAPPED POST	1	0	0	38	38
270-0009	8" CLOSURE PLATE, ELLIPSE	2	0	0	8	16
270-0121	EVOLUTION STANCHION	1	0	0	43	43
270-0122	EVOLUTION OFFSET ENCLOSURE	2	0	0	34	. 68
270-0129	TRIANGLE PLATFORM	4	2	8	48	192
270-0132	HALF HEXAGON PLATFORM	1	6	6	144	144
370-0041	EVOLUTION 40" TRANSITION STAIR W/	1	8	8	301	301
	BARRIERS					
370-0181	PATHWAY LINK, POST TO POST	1	10	10	161	161
370-0203	LINX CLIMBER	1	3	3	112	112
370-0210	TERREX CLIMBER	1	12	12	326	326
370-1664	SHASTA CLIMBER, 40"-48"	1	2	2	20	20
370-1673	PETAL STEP CLIMBER 64"-72"	1	4	4	66	66
370-1739	LIL NOVO BALANCE BEAM POST	1	3	3	31	31
170 0000	TOPOST	•			10	
470-0003	EVOLUTION TOP ROOF SUPPORT,	2	0	0	13	26



Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
	SINGLE					
470-0004	EVOLUTION TOP ROOF SUPPORT,	1	0	0	14	14
	DOUBLE					
470-0006	EVOLUTION BOTTOM ROOF SUPPORT,	1	0	0	13	13
	SINGLE					
470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT	3	0	0	16	48
470-0009	EVOLUTION SIDE ROOF SUPPORT,	3	0	0	16	48
	RIGHT					
470-0018	EVOLUTION TRIANGLE BASE ROOF	2	0	0	19	38
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0660	VIPER L 48-56 W/O HOOD	1	2	2	126	126
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	0	0	32	32
470-0966	360 LOOP	1	6	6	557	557
470-0978	EVOLUTION HALF HEX ROOF,W/	1	0	0	53	53
	CENTER POST					
570-0100	EVOLUTION BARRIER	1	0	0	52	52
570-0557	COUNTER PANEL, BELOW PLATFORM	1	4	4	37	37
570-2736	PISTON PANEL	1	1	1	47	47

Total User Capacity: 78
Total Weight: 3,940 lbs
Total Price: \$60,119

PlayEnsemble

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-104C	5" OD X 104" CAPPED POST	1	0	0	55	55
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
072-0500-72C	5" OD X 72" CAPPED POST	1	0	0	38	38
570-0008	PLAYENSEMBLE TITAN CHIMES HUE	1	2	2	107	107
570-0411	PLAYENSEMBLE SUPINE CHIMES HUE	1	2	2	93	93

Total User Capacity: 4 Total Weight: 354 lbs Total Price: \$12,396

FS Panels

Intensity

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
570-0687	CHARADE RING PANEL	1	2	2	60	60



Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-76C	5" OD X 76" CAPPED POST	2	0	0	40	80
072-0500-80C	5" OD X 80" CAPPED POST	5	0	0	42	210
072-0500-88C	5" OD X 88" CAPPED POST	1	0	0	46	46
570-0619	WHEEL OF FUN PANEL, BELOW	1	2	2	53	53
	PLATFORM					
570-0862	COG WHEEL PANEL, BELOW	1	2	2	65	65
	PLATFORM					
570-0863	RAIN WHEEL PANEL, BELOW	1	4	4	62	62
	PLATFORM					
570-0864	GEAR PANEL, BELOW PLATFORM	1	4	4	53	53
570-2667	BEE ACCESSIBLE REACH PANEL	1	2	2	16	16
570-2669	MAZE ACCESSIBLE REACH PANEL	1	2	2	16	16

Total User Capacity: 18 Total Weight: 661 lbs Total Price: \$15,009

Freestanding

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
350-1830	CUSTOM GIANT BURKE CHAIR	1	4	4	318	318
550-0099	TOT SEAT, 7' & 8' SINGLE, STD CHAIN	2	1	2	12	24
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	6	1	6	10	60
550-0201	SINGLE POST SWING ASSEMBLY 5" OD	2	0	0	247	494
550-0202	SINGLE POST SWING ADD-ON 5" OD	2	0	0	160	320
560-0062	FORMIS FREE 2-12	1	5	5	313	313
560-0073	NIDO SPINNER	1	2	2	185	185
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
560-2584	VERVE V CLIMBER	1	13	13	352	352
560-2586	COMETI	1	6	6	154	154
560-2765	VOLTA SPINNER FOOTER	1	0	0	69	69
570-2727	ORB ROCKER FOOTER	1	0	0	93	93
570-2745	ORB ROCKER	1	8	8	541	541

Total User Capacity: 55 Total Weight: 3,398 lbs Total Price: \$48,366

Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**



PROPOSAL 127-207199-5 | 10/8/2025 | 2025 PRICING

COLOR SELECTION LIST | 2DColorMix

GROUP 1 (NU-3607)

Accessory: Ocean

HDPE 1 Color: Olive

HDPE 2 Color: Green-Tan-Green

Platform: Brown

Post: Redwood

Rotomold Plastic: Tan

GROUP 2 (2-5 Structure)

Accessory: Ocean

HDPE 1 Color: Olive

HDPE 2 Color: Green-Tan-Green

Platform: Brown

Post: Redwood

Rotomold Plastic: Tan

GROUP 3 (PlayEnsemble)

Accessory: Ocean

HDPE 1 Color: Olive

HDPE 2 Color: Green-Tan-Green

Platform: Brown

Post: Redwood

Rotomold Plastic: Tan

GROUP 4 (FS Panels)

Accessory: Ocean

HDPE 1 Color: Olive

HDPE 2 Color: Green-Tan-Green

Platform: Brown

Post: Redwood

Rotomold Plastic: Tan

GROUP 5 (Freestanding)

Accessory: Ocean

HDPE 1 Color: Olive

HDPE 2 Color: Green-Tan-Green

Platform: Brown

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS







Gray

Blue

Brown

SOLIS HUE TOPPERS







TRADITIONAL SERIES SITE AMENITIES















ROCKIT CLIMBERS





HDPE PLASTIC PANELS



Green/Tan Green Single-Color



Olive/Black Olive Single-Color



Lime/Black Lime Single-Color



Ocean/Black Ocean Single-Color



Blue/White Blue Single-Color



Blue/Yellow Blue Single-Color



Purple/Gray Purple Single-Color



Red/White Red Single-Color



Orange/Black Orange Single-Color



Yellow/Black Yellow Single-Color



Yellow/Red Yellow Single-Color



Tan/Green
Tan Single-Color



Brown/Tan
Brown Single-Color

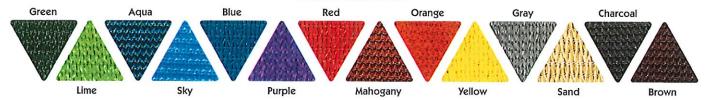


Black/Gray Black Single-Color

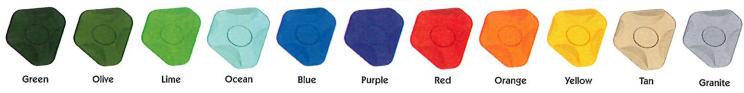


Gray/Black Gray Single-Color

SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!





BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur
 with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- · Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070.

01/2025



COUNCIL DIGEST SHEET

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

RFPs & BIDS

Quest vBid #	N/A – Sourcewell Cooperative Purchasing Project		
Awarded To	Snider Recreation, LLC		
Amount	\$643,765.57		
Conflict of interest on file?	X Yes \square No		
Number of Registrants	1		
Number of Bidders	1		
Required Attachments	Snider Recreation Proposal		

EXTENSIONS

Date Last Bid Out	0
# Extensions Granted	0
To Date	

SPECIAL PROCUREMENT

Contract #/ID	Sourcewell 0105021-BUR, Member ID #2225
(State, Federal,	
PiggybackAuthority)	
Sole Source/	
Compatibility Justification	

BID CRITERIA (Take Buy Indiana requirements into consideration.)

Most Responsible, Responsive Lowest	\square Yes X No If no, explain below
If not lowest, explain	This project was developed using Sourcewell Cooperative Purchasing in an effort to effectively design the project to fit the existing conditions of the project site and obtain the highest percentage of savings possible for playground equipment and surfacing replacement.

COUNCIL DIGEST SHEET

COST COMPARISON

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

DESCRIPTION OF PROJECT / NEED

Identify need for project & describe project; attach supporting documents as necessary.

The Project consists of removal of the existing 20-year-old playground equipment, surfacing material and playground border restraint material. New playground equipment, turf safety surfacing, drainage and a concrete border restraint shall be installed in the same location as the existing playground. The Parks Department has worked closely with Snider Recreation, LLC, to design and develop the new, highly-inclusive playground in one of Fort Wayne's largest parks. Pricing for the project is established through Sourcewell cooperative purchasing, and includes a MSRP cost savings of \$93,058.00. This project is presented to City Council members per the overall cost of installation for the playground's components and safety surfacing.

REQUEST FOR PRIOR APPROVAL

Provide justification if prior approval is being requested.	

FUNDING SOURCE

Account Information.	Funding Source: 2025 Supplemental Local Income Tax Funds. This project number is 2025066.

MEMORANDUM

To:

City Council Members, City of Fort Wayne

From:

Dave Weadock

CC:

File

Subject:

Council Approval for Shoaff Park Playground Replacement

Date:

November 20, 2025

The Project consists of removal of the existing 20-year-old playground equipment, surfacing material and playground border restraint material. New playground equipment, turf safety surfacing, drainage and a concrete border restraint shall be installed in the same location as the existing playground. The Parks Department has worked closely with Snider Recreation, LLC, to design and develop the new, highly-inclusive playground in one of Fort Wayne's largest parks. Pricing for the project is established through Sourcewell cooperative purchasing, and includes a MSRP cost savings of \$93,058.00. This project is presented to City Council members per the overall cost of installation for the playground's components and safety surfacing.

Funding Source: 2025 Supplemental Local Income Tax Funds.

We respectively 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 427-6417 or Steve Schuhmacher at 427-6401. I will also be available at the Council meeting to answer any questions.

Thank you in advance.

Dave Weadock Superintendent of Project Administration Fort Wayne Parks and Recreation