

RESOLUTION 2024-126

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF LOGANSFORT, INDIANA, APPROVING FORM OF REQUEST FOR PROPOSALS RATIFYING PUBLICATION OF NOTICE AND ACTIONS IN RESPECT THERETO

WHEREAS, the Board of Works and Safety ("Board of Works") of the City of Logansport, Indiana ("City") has adopted a resolution approving a substantially final form of Request for Proposal ("RFP") for securing the development, design, construction, financing, initial operation and transfer of a new clubhouse facility also known as the "Dykeman Clubhouse" ("Project"), through a public-private agreement ("BOT Agreement") pursuant to IC 5-23; and

WHEREAS, the Board of Works authorized the publication of the RFP for purposes of securing the development, design, construction, financing, initial operation and transfer of the Project; and

WHEREAS, the Board of Works has requested that the Common Council ("Council") ratify the form and publication of the RFP and authorize the City and the Board of Works to move forward with the publication of notices and approvals required to enter into a BOT Agreement for the Project; and

WHEREAS, the substantially final form of the RFP was presented to the Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LOGANSFORT, INDIANA, THAT:

SECTION 1. The Council hereby ratifies the adoption of the provisions of IC 5-23.

SECTION 2. The Council hereby ratifies and approves the substantially final form of RFP attached hereto and incorporated herein as Exhibit A and the publication thereof, and hereby authorizes the City to cooperate with the Board of Works to assist it in fulfilling all actions and

requirements and to publish and/or execute any notices, documents or certificates necessary in connection with the RFP process and development of the BOT Agreement.

SECTION 3. The Council hereby authorizes and directs the Mayor, through the Board of Works, to issue RFP's under IC 5-23 to study the development, construction, financing, operation, and/or transfer of the Project at any date hereafter and to make recommendations for Council consideration at future public meetings under the terms of IC 5-23.

SECTION 4. The Mayor and President of the Council are hereby authorized to take any and all actions and execute any documents or certificates that such officers deem necessary or desirable to effect the foregoing resolutions. Any such actions taken or documents or certificates executed and delivered are hereby ratified, confirmed and approved.

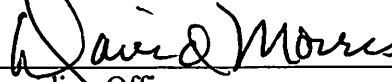
SECTION 5. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6. Prior to entering into any BOT Agreement, said agreement and funding will be subject to the approval of the Council.

SECTION 7. This resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.


Passed and adopted by the Common Council of the City of Logansport, Indiana, this 1st day of July, 2024.

COMMON COUNCIL OF THE CITY OF
LOGANSFORT, INDIANA




Presiding Officer

ATTEST:



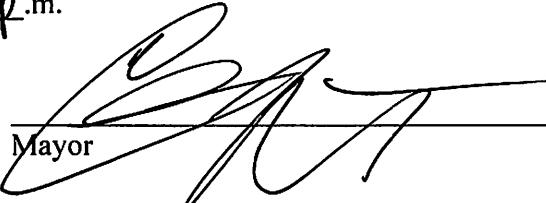
Clerk-Treasurer

Presented by me to the Mayor of the City of Logansport, Indiana, on the 1st day of July, 2024, at 6:30 p.m.



Clerk-Treasurer

Presented to and approved by me, the Mayor of the City of Logansport, Indiana, and signed this 1st day of July, 2024, at 6:30 p.m.



Mayor

EXHIBIT A

Form of RFP

(Attached)

I. INTRODUCTION

The City of Logansport ("Owner") issues this Request for Proposal ("RFP") to prospective entities interested in submitting a proposal ("Responders") to (a) develop, design, construct, initially operate and transfer of a new clubhouse building and other related site improvements for Dykeman Park Golf Course as more particularly described herein ("Project"), all pursuant to a public-private agreement to be entered into between Owner and the recommended and the selected Responder ("Developer") in accordance with Ind. Code §5-23 (the "BOT Statute") and this RFP.

II. PROJECT DESCRIPTION

A. Project Overview

The Project consists of the design and construction of a new clubhouse building, new adjacent and attached outdoor patios and other related site improvements for Dykeman Park Golf Course. The Project will also include demolition of the existing clubhouse. The maximum total budget amount for development, design, construction, demolition and initial operation of the Project is \$2,500,000 ("Owner's Total Project Budget"). Owner desires for the Project to satisfy all of the following project criteria ("Owner's Project Criteria"):

- Removal of current clubhouse (before or after depending on new building location)
- Pave and organize additional parking around new structure for maximum spaces (60-75 spaces)
- Outdoor staging area for golf cars
- Outdoor golf car cleaning area w/ water & drain
- Appropriate landscaping
- Building to include the following:
 - Energy efficient mechanical systems (HVAC, plumbing, electric, insulation, solar or geothermal)
 - New site utilities as needed (water, sewage, electric, communication, wireless)
 - Computer systems for finance, record keeping, player check-in, website & social media,
 - Energy efficient windows & doors
 - Window view to 1st tee & 18th hole from inside
 - ADA Accessible
 - Male/Female Restrooms for 120 people w/ changing area(s), lockers
 - Women's bathroom: 3 stalls; Men's Bathroom: 2 Stalls and 2 urinals
 - Or ½ dozen family style restrooms
 - Safety Systems including surveillance cameras, alarms, locking doors, emergency shelter
 - Player check-in station (indoor & possibly outdoor) adjacent to snack bar.
 - Catering kitchen &/or Snack Bar to include microwave, refrigerator(s), freezer, icemaker, soda &/or draft beer spigots, 3 sinks, snack food display cases, beverage storage refrigerator(s), small pizza oven
 - Indoor Seating adjacent to snack bar for 30-40 persons with television(s)
 - Outdoor seating area with shade for 120 persons w/ lighting & heating options
 - Outdoor patio to include food serving area, refrigerator
 - Storage for food & supplies, tables & chairs, may include additional freezer(s)

- Locked storage for alcoholic beverages
- Office space
- “Pro Shop” space; space for small sales items behind counter
- Donor recognition signage or other opportunity
- Golf Simulator space for 2 units

If and to the maximum extent determined by each Responder as being available to stay within Owner’s Total Project Budget, Owner desires to also include the following potential alternate items as part of the Project:

Potential Alternates (“Owner’s Alternates”) include the following:

- Golf car storage for up to 65 cars
- Flag pole
- Digital message board for outings
- Outdoor Fireplace
- Outdoor storage (tables, chairs, etc.)
- Barns 2 & 3 Fitted with matching exterior materials
- Depending on location - Removal of cart barn 1
- Irrigation moved depending on clubhouse location.

In addition, Owner anticipates that there will be multiple subcontractors and suppliers that will be willing to provide “in kind” donations of materials and services for the Project. As a result, Owner would require Developer to cooperate with and work with Owner to take advantage of the use of such “in kind” donations. For any such “in kind” donations, the GMP (as defined below) would be reduced by the amount of savings, but there would be no adjustment in Developer’s fixed fee for the Project.

Developer’s obligations related to the Project shall include: (i) appropriate Project site engineering and excavation in order to construct the new clubhouse building, patios and site work, (ii) appropriate design, development and construction of the Project, all in accordance with the conditions described in this RFP, (iii) initial operation of the Project consisting of securing and maintaining the Project until Developer transfers the Project to Owner approximately thirty (30) days after final completion of the Project; and (iv) demolition of the existing clubhouse and removal of all debris and trash. Developer shall be responsible for all aspects of the development, design, construction and operation of the Project. Developer shall also be required to provide a payment bond for 100% of the cost to design and construct the Project, a performance bond for 50% of the cost to design and construct the Project and maintain insurance coverage in connection with the design, construction and demolition work as described in Exhibit A to this RFP.

This Project will not use "public funds" as defined in Ind. Code §5-22-2-23. As a result, Developer will not be required to comply with the applicable public works statutes including Ind. Code §36-1-12 (Public Work Projects).

B. Project Site

The Project shall be constructed on property owned by Owner and located at the Dykeman Park Municipal Golf Course. The location of the new clubhouse has not been finally determined, but the clubhouse will be located in one of two potential locations at the Dykeman Park Municipal

Golf Course. These two potential site locations for the Project are shown in the attached Exhibit B.

The Dykeman Park Municipal Golf Course shall remain in operation during the construction and demolition work performed by Developer. Developer shall perform the construction and demolition work in such a manner so as to not unreasonably interfere with such ongoing operations by Owner at the Dykeman Park Municipal Golf Course.

Owner will provide Developer with all necessary rights of entry to enter and access the Project in order to fulfill its obligations under the BOT agreement to be entered by and between Owner and Developer in accordance with the BOT Statute ("BOT Agreement"). The BOT Agreement will require Developer to develop, design, construct and operate a public facility on behalf of Owner and to transfer the public facility back to Owner approximately thirty (30) days after final completion of the Project.

C. Brief Summary of Responsibilities of Developer

At its sole cost and expense, Developer shall perform the services necessary to complete the Project including but not limited to the following:

1. Design

Developer shall be responsible for all aspects of the Project's design, which design shall comply with all applicable laws, statutes, and/or ordinances as existing at the time of performance of such design services. Developer shall submit for Owner's review and approval promptly after their completion: (a) schematic designs/specifications for the Project; (b) design development drawings/specifications for the Project; and (c) construction documents/specifications for the Project. The foregoing design documents shall be prepared by an architect and/or professional engineer licensed in the state of Indiana.

2. Site Development

Owner shall provide to Developer relevant information that it has in its possession that is applicable to the Project. However, Developer shall perform surveys, geotech report, borings, tests, inspections, examinations, studies, and investigations, including without limitation, environmental assessments such as Phase I studies (and Phase II if required due to outcome of Phase I study) that are necessary to complete and deliver the Project in the required condition in accordance with the BOT Agreement. Additionally, Developer shall obtain and pay for all permits and approvals necessary for the completion of the Project and cause any necessary utility work to be performed.

3. Construction

Developer shall be responsible for constructing the Project which includes, without limitation, overseeing day-to-day construction, managing subcontractors and working with vendors, utilities, security personnel, and any other entity necessary for and related to the Project. Developer shall also, as may be requested by Owner, meet and coordinate its activities with the applicable managers of the Dykeman Park Municipal Golf Course

responsible for the ongoing operations at the golf course. Developer shall be responsible to ensure that the Project is constructed in accordance with the approved construction documents/specifications for the Project and shall provide at the time of transfer "as built" record drawings to Owner. Developer shall provide to Owner a typical construction warranty for the Project.

4. Demolition

Developer shall be responsible for demolishing the existing clubhouse building and removing all debris and waste.

5. Operations

Pursuant to the BOT Agreement, Developer shall operate the Project for the benefit of Owner during the term of the BOT Agreement, which operation shall include the maintaining and securing of the Project until the Project is transferred to Owner. Owner desires that Developer transfer the Project to Owner approximately thirty (30) days after final completion of the Project.

6. Project Financing

Owner shall provide the financing for the Project. Developer may submit invoices to Owner for costs incurred and services performed on a periodic basis, but in no event shall invoices be submitted more frequently than on a monthly basis.

III. SUMMARY OF PROCUREMENT PROCESS

The BOT Statute authorizes Owner to solicit responses to a request for proposals, conduct discussions with Responders for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements, to receive best and final offers with responsible offerors who submit proposals that are determined to be reasonably susceptible of being selected for a public-private agreement, and to enter into the BOT Agreement with the recommended and approved Developer to design, construct, operate and finance a public facility on behalf of Owner and to transfer the public facility back to Owner approximately thirty (30) days after final completion of the Project.

Owner will review responses to this RFP to determine Responders' experience, expertise, proposed approach, schedule, consistency with Owner's Project Criteria, inclusion of any of Owner's Alternates, and conceptual design to satisfy the terms of a BOT Agreement for the Project and thereby determine the responsibility and responsiveness of each Responder. If a Responder is determined to be not responsive or responsible, Owner may, in its sole discretion, disqualify that Responder from further consideration. Owner reserves, in its sole discretion, the right, but not the obligation, to discuss this RFP with Responders to clarify Responders' understanding of and responsiveness to the solicitation requirements and to negotiate with the responsive and responsible Responders. Owner will thereafter ask responsive and responsible Responders for their best and final offers. After the best and final offers have been received and scored, Owner shall either make a recommendation of a Responder as its Developer for the Project or, in its sole discretion, Owner may terminate the RFP process.

If a recommendation to award the public-private agreement is made, Owner shall schedule a public hearing on the recommendation and publish notice of the hearing one (1) time in accordance with Ind. Code § 5-3-1 at least seven (7) days before the hearing. The proposals and a written explanation of the basis upon which the recommendation is being made shall be delivered to Owner and made available for inspection and copying in accordance with Ind. Code § 5-14-3 at least seven (7) days before the scheduled hearing. After the procedures required in the BOT Statute have been completed, Owner shall make a determination as to the most appropriate response to this RFP and may award the public-private agreement to the successful Responder. If Owner terminates this request for proposal process, Owner may, at the option of Owner, return all the proposals to Responders, and Owner may refuse to disclose the contents of the offers.

If selected by Owner, Developer shall enter into a BOT agreement with Owner wherein Developer agrees to be fully responsible for developing, designing, constructing, and operating the Project on behalf of Owner. Owner desires that Developer transfer the Project to Owner approximately thirty (30) days after final completion of the Project.

IV. RFP REQUIREMENTS

- A. RFP Responses must be received by Owner at the electronic e-mail address provided below by no later than [] at [] p.m. (local time) p.m. local time. RFP Responses delivered after this date and time will be rejected and returned unopened to Responder.
- B. All RFP Responses shall be delivered via electronic mail to the following person: Janet E. Fawley, Parks Administrator at Logansport Parks & Recreation Department at parksadministrator@cityoflogansport.org
- C. RFP Responses are not required to include the submission of a certified check.
- D. All communication and requests for information and clarifications shall be made via e-mail correspondence to the following address: parksadministrator@cityoflogansport.org. No oral requests will be considered. No requests for additional information or clarification to any person other than to the e-mail address provided in this section will be considered. Responders must refrain from communicating with any official, employee, agent, or representative of Owner regarding the Project during this RFP process, except as expressly permitted by this RFP.
- E. All questions and requests for clarification must be submitted by Responders on or before []. Answers to questions deemed appropriate for response by Owner, in its sole discretion, will be provided by a written addendum.

V. RFP SCHEDULE

RFP Issued & First Public Notice	May 31, 2024
Second Public Notice	June 7, 2024
Deadline for Questions by Responders to the RFP	June 14, 2024

RFP Responses Due	June 26, 2024 at 9:00 a.m. (local time) to be opened at BOW @ 3 p.m.
Negotiation time period with Responsible Responders for the "best and final" offer	2 weeks
Owner Makes Recommendation of Responder as its Developer for the Project and Schedules Public Hearing on Recommendation	(tentative) July 24, 2024

The above schedule may be adjusted by Owner in its sole discretion via a written addendum.

VI. RESPONSES TO THE RFP

Responses to this RFP by Responders shall include responses to the following requests:

A. General Information

1. Legal name of Responder
2. When was organization created
3. Office Location(s) of Responder
4. Number of employees
5. Identify key members within the organization
6. Identify the primary contact person for Responder including contact information
7. Identify other key Project team members, including the architect/engineer and primary contractors that Responder intends to use for the Project

B. Responder's Experience

1. Identify Responder's experience in managing projects of similar disciplines involving design, construction and operation
2. Identify Responder's experience involving working with public entities including identifying all projects involving a private public partnership agreement
3. Identify any design or construction work that Responder self-performs with its own employees
4. Identify Responder's experience in scheduling and budgeting similar projects

5. Identify Responder's experience in managing costs, changes, and compliance with established budgets and schedules
6. Identify Responder's experience in effectively managing risks on similar types of projects
7. Identify the experience of key Project team members with similar types of projects
8. Identify any litigation or arbitration actions filed by or against Responder in the past five (5) years related to disputes involving any construction projects or any public-private agreements

C. Financial Responsibility

1. Provide Owner with sufficient information and supporting documentation necessary to enable Owner to sufficiently be able to evaluate Responder's financial strength
2. Provide Owner with sufficient information and supporting documentation demonstrating that Responder has sufficient net worth, financial stability and capacity to meet the objectives of the Project
3. Provide evidence of sufficient bonding capacity to satisfy the requirement of providing a payment bond for 100% of the cost to design and construct the Project and a performance bond for 50% of the cost to design and construct the Project
4. Provide a certificate of insurance(s) evidencing the insurance policies maintained by Responder and their corresponding policy limits

D. Responder's BOT Approach to the Project

1. Identify Responder's proposed approach to this Project
2. Provide an overview of Responder's general approach to design, construct, finance, operate and maintain the Project including identifying the proposed allocation of responsibilities among team members
3. Provide an overview of Responder's general approach to project financing including a list of anticipated timelines and milestones to obtain financial commitments and close project financing
4. Provide a conceptual design for the Project
5. Identify any of Owner's Project Criteria that is not included as part of the proposal by Responder.
6. Identify any of Owner's Alternates that are included as part of the proposal by Responder.

E. Developer's Compensation for the Project

1. Provide a schedule of values breaking down the estimated costs of the work to develop, design, build, demolish and operate the Project
2. Identify Developer's proposed fixed fee and identify what costs in addition to profit, if any, is included in the fixed fee
3. Identify the proposed amount of Developer's contingency included in the GMP
4. As to any unused portion of Developer's contingency, identify the proposed percentage that Developer will retain of the unused contingency and the proposed percentage that Owner will retain of the unused contingency (the total of the two percentages should equal 100%)
5. Identify any assumptions, clarifications and exclusions for this GMP
6. Identify the proposed GMP
7. Separately break out the costs of any Owner's Alternates that are included as part of Responder's proposal.

F. Schedule

1. Identify the total duration in calendar days from the date of entering into the BOT Agreement until Responder will have achieved final completion of the Project
2. Provide a proposed schedule using project milestones and including the proposed substantial completion date and final completion date for the Project

VII. EVALUATION CRITERIA

Owner will evaluate and rank the responsive final and best responses to this RFP based upon the following criteria:

Relevant Experience	20 Points
Proposed Conceptual Design	40 Points
Developer's Compensation/GMP	20 Points
Financial Responsibility	10 Points
<u>Schedule</u>	<u>10 Points</u>
TOTAL:	100 Points

VIII. MISCELLANEOUS

- A. Owner reserves the right to terminate the RFP process for any reason, to be the sole judge of the responses submitted, to reject any or all of Responders to this RFP, and

to waive any deficiencies, nonconformities, irregularities, and/or apparent clerical mistakes in any of the responses to this RFP.

- B. The issuance of this RFP does not commit nor bind Owner to enter into a BOT Agreement, any other contract or to proceed with the procurement process. Owner creates no obligation, expressed or implied, of any kind or description in issuing this RFP or by receiving a response. This RFP shall not be construed as a legal offer.
- C. Owner assumes no responsibility or liability for any expenses incurred by Responders, in connection with the preparation or delivery of a response, preparation of the conceptual design or any action related to the process of completing and submitting a response to this RFP nor as to any negotiation or discussions related to the response or preparation of the BOT Agreement.
- D. Responder shall specifically mark as "CONFIDENTIAL" any submitted documents that Responder claims should be exempt from public disclosure. Responder is solely responsible for reviewing the BOT Statute, Indiana's Public Records Act, and applicable law requiring disclosure. Owner will not, under any circumstances, be responsible or liable to Responder or any other party as a result of disclosing materials that Owner determines, in its sole discretion, is not protected by the BOT Statute and/or Indiana's Public Records Act, including, without limitation, any items marked "CONFIDENTIAL". In the event a Responder marks in its proposal information as "Confidential" then such Responder further agrees that should any administrative or legal action be commenced against Owner including but not limited to complaints filed with the Indiana Public Access Counselor that relate to or arise out of Owner's production of Responder's proposal with the designated "confidential" information redacted in response to any applicable public records requests, such Responder agrees to defend, indemnify and hold Owner harmless from and against such actions including Owner's reasonable attorney fees.
- E. All responses to this RFP including but not limited to conceptual designs and any other materials submitted in response to this RFP (collectively, the "Response Documents") shall be owned by Owner and are the property of Owner and for its exclusive use and re-use at any time without further compensation and without any restrictions. Responder hereby assigns to Owner all right, title and interest in and to the Response Documents, including, but not limited to, all architectural works, copyrights, copyright registrations, copyright applications, renewals, extensions and all other proprietary or ownership rights. In the event Owner uses the Response Documents without the involvement of Responder, Owner agrees that Responder shall not be liable for such use of the Response Documents by Owner nor as to any modifications made to the Response Documents by Owner.

EXHIBIT A

INSURANCE REQUIREMENTS FOR DEVELOPER

The final negotiated agreement will contain various insurance provisions. Responders should anticipate that the minimum requirements for required policies and limits of liability to be maintained by Developer will be as follows:

- **Workers Compensation** Statutory Requirement
- **Employer's Liability**

Bodily Injury by Accident	\$1,000,000/each accident
Bodily Injury by Disease	\$1,000,000/policy limits
Bodily Injury by Disease	\$1,000,000/each employee
- **Commercial General Liability**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury (with Employment Exclusion Deleted) and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expense (Any One Person)	\$5,000

Coverage provided by this policy shall include:

 - Premises/operation;
 - Aggregate limits of insurance per Project;
 - Product/completed operations following acceptance of the Procurement;
 - Waiver of subrogation endorsement as required by written contract; and
 - At least thirty (30) days notice of cancellation, non-renewal or material change and ten (10) days notice for non-payment of premium.
- **Automobile** (for all owned, non-owned and hired vehicles, as well as uninsured and underinsured vehicles)

Combined Single Limit	\$1,000,000
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- **Umbrella/Excess** Separate Umbrella policy (written in excess of the Commercial General Liability, Employer's Liability and Auto policies on a follow form basis).

General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
- **Professional Liability** Developer shall provide a policy providing coverage for claims arising out of the performance of design and other professional services and caused by any error, omission or negligent act, with a per claim limit of \$2,000,000, an aggregate limit of \$2,000,000 and a self-insured retention or deductible not to exceed \$100,000. This policy may be procured by Developer or by Developer's architect or engineer for the Project who will actually provide the professional services for the Project.
- **Property Insurance** Developer shall procure, maintain and pay for property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the GMP.