

Board of Park Commissioners

Project Summary



Riverfront Phase IIB Construction Project
Construction Steel Sale
Project No: n/a

Project Approval Request

Scope of Work:

This request for approval is for the sale of construction steel planned for use in the Riverfront Phase IIB Construction Project. When the project scope was reduced in part by changes in Federal regulations, some steel materials that had already been purchased and delivered to the site were no longer needed. Therefore, to reclaim some of the value, the materials were put up for public bid.

Bidding for the steel material was offered on behalf of the Board of Park Commissioners on January 20th, 2026. Four companies submitted bids, with the highest bid coming from R.L. McCoy Inc.

Board Approval:

At this time, I would like to request approval to accept the bid from R.L. McCoy Inc. for the sale of the steel materials for \$326,000.00
Funds from this sale will be returned to the Riverfront Project Account.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **February 6, 2026**, to approve the above-referenced project.

We The Board of Park Commissioners, on the date stated, do ATTEST and sign to the above-referenced and attached document, and approve as presented.

Justin Shurley, Commissioner

Cory Miller, Commissioner

Rick Briley, Commissioner

Jenna Jauch, Commissioner

Steve McDaniel, Director / Board Secretary

PURCHASE AGREEMENT

This Agreement is made this 22nd day of January, 2026 by and between the City of Fort Wayne (COFW) and the Board of Park Commissioners ("BOPC") and R.L. McCoy, Inc. ("RLM") for the sale of certain steel material from BOPC to RLM. RLM and BOPC may individually be identified as "Party" and jointly as "Parties".

For and in consideration of the sums and mutual promises identified herein, the amount and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Material/Price:** BOPC shall sell to RLM and RLM will purchase from BOPC the following items of steel materials, at the following prices:

155 H-Pile Steel Beams,

391 PZC 18 Steel Sheet Piles,

165 Steel Square Mounting Plates, per specifications

Total sale price: \$326,000.00.

2. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FWFD, THEIR AGENTS, EMPLOYEES, REPRESENTATIVES, OFFICERS AND DIRECTORS, BE LIABLE TO OTFD FOR ANY DAMAGES WHATSOEVER RELATED TO THE USE OF THE MATERIALS REFERENCED IN PARAGRAPH 1 ABOVE, WHETHER FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH EVEN IF SUCH PARTY AS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, RLM SHALL INDEMNIFY AND HOLD HARMLESS BOPC, THEIR AGENTS, EMPLOYEES, REPRESENTATIVES, OFFICERS AND DIRECTORS FROM ANY ACTUAL DAMAGES, LOSSES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RESULTING FROM THIRD PARTY CLAIM FOR BODILY INJURY INCLUDING DEATH OR DAMAGE TO TANGIBLE PROPERTY RELATING TO THE USE OF THE MATERIALS.

3. **Disclaimers.** THE MATERIALS PURCHASED VIA THIS AGREEMENT AND REFERENCED IN PARAGRAPH 1 ABOVE IS SOLD "AS IS". BOPC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BOPC DOES NOT WARRANT THE MATERIAL OR USE THEREOF IN ANY WAY, OTHER THAN THAT IT IS THE OWNER OF THE MATERIAL AND HAS THE LEGAL RIGHT TO SELL THE MATERIAL TO RLM. BOPC SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR ANY LOSS OF ANY KIND ASSOCIATED WITH OR RESULTING FROM THE USE OF THE MATERIAL.

4. **Payment.** Payment of the total price of \$326,000.00 shall be due upon transfer of possession of the MATERIAL from BOPC to RLM.

5. The BOPC does not discriminate against any employee or applicant for employment with respect to its hire, tenure, terms, conditions or privileges of employment or any matter directly or

indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

6. RLM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. RLM is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. RLM will sign an affidavit affirming that it does not knowingly employ unauthorized aliens.

7. In the event that any dispute or claim arises out of or in connection with this Agreement, and the Parties are unable to satisfactorily resolve the dispute or claim via negotiation, and one or both Parties wishes to file a lawsuit, the parties hereby irrevocably agree that proper venue for any such lawsuit is with the state or federal courts sitting in Allen County, Indiana and that the laws of the state of Indiana shall apply.

8. The Parties agree that the signatories below are each authorized to sign this Agreement on behalf of their respective Party.

CITY OF FORT WAYNE (COFW)

By: _____
Tara Schilt

Its: Director of Purchasing

R.L. McCOY, INC. (RLM)

By: Mark W. McCoy *Pres*

Its: President

BOARD OF PARK COMMISSIONERS (BOPC)

By: _____
Steve McDaniel

Its: Director of Fort Wayne Parks & Recreation

Bid Tabulation

Project Name: Riverfront Project Sheet Pile Steel-Sealed Auction

Quest CDN: 10000842

Bids Due: January 20, 11:00 am

Sheet Pile Steel-Sealed Auction (# 10000842)

Closing Date: 01/20/2026 11:00 AM EST

Owner: Purchasing

Solicitor: Fort Wayne IN, City of

- Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion
- Sections shown in this color are not included in the Base Bid Total - *Optional* completion
- Sections shown in this color are fixed and cannot be edited by the bidder

			Midwest Pipe & Steel, Inc		C Henry Steel		Jutte Excavating Inc		R. L. McCoy, Inc.	
			ONLINE		ONLINE		ONLINE		ONLINE	
			Accepted		Accepted		Accepted		Accepted	
Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Minimum bid \$100,000.00										
155 H-Pile Steel Beams, 391 PZC 18 Steel Sheet Piles, 165 Steel Square Mounting Plates, per specifications	LS	1	\$112,560.00	\$112,560.00	\$160,000.00	\$160,000.00	\$305,000.00	\$305,000.00	\$326,000.00	\$326,000.00
Steel Sheet Pile Sale *minimum bid \$100,000.00 Total:			\$112,560.00		\$160,000.00		\$305,000.00		\$326,000.00	
Base Bid Total:			\$112,560.00		\$160,000.00		\$305,000.00		\$326,000.00	