

1 **BILL NO. S-22-04-24**

2 **SPECIAL ORDINANCE NO. S- 61-22**

3
4 **AN ORDINANCE** approving the awarding of RFP
5 #8151355 – AVENUE OF AUTOS BUILDING
6 MODIFICATIONS FOR FACILITIES RELOCATIONS
7 PROJECT from HOCH ASSOCIATES, P.C. -
8 (\$740,640.00) by the City of Fort Wayne, Indiana, by
9 and through its Board of Public Works for the Property
10 Management Department.

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

13 **SECTION 1.** That RFP #8151355 – AVENUE OF AUTOS BUILDING
14 MODIFICATIONS FOR FACILITIES RELOCATIONS PROJECT from HOCH
15 ASSOCIATES, P.C. - (\$740,640.00) by the City of Fort Wayne, Indiana, by and
16 through its Board of Public Works for the Property Management Department,
17 respectfully for:

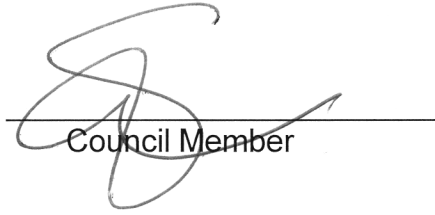
18 Professional engineering services in the design, bidding, and
19 construction phases of the project;

20 involving a total cost of not to exceed SEVEN HUNDRED FORTY THOUSAND SIX
21 HUNDRED FORTY AND 00/100 DOLLARS - (\$740,640.00) all as more particularly
22 set forth in said RFP #8151355 – AVENUE OF AUTOS BUILDING
23 MODIFICATIONS FOR FACILITIES RELOCATIONS PROJECT from HOCH
24 ASSOCIATES, P.C. which is on file in the Board of Public Works, and is by
25 reference incorporated herein, made a part hereof, and is hereby in all things
26 ratified, confirmed and approved.

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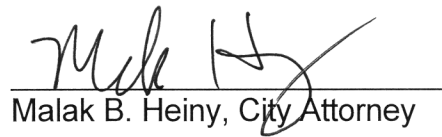
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SECTION 2. That this Ordinance shall be in full force and effect from
and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Malak B. Heiny, City Attorney

Property mgt.
4-12-22

**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES**

Avenue of Autos – Building Modifications for Facilities Relocations (“PROJECT”)

This Agreement is by and between

CITY OF FORT WAYNE (“CITY”)

by and through its

Board of Public Works
Suite 210, Citizens Square
200 East Berry Street
Fort Wayne, IN 46802

and

HOCH ASSOCIATES, P.C. (“ARCHITECT”)

111 West Berry Street
Suite 200
Fort Wayne, IN 46802
P (260) 424-7200
F (866) 546-4624

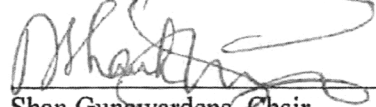
Who agree as follows:

CITY hereby engages ARCHITECT to perform the services set forth in Part I - Services (“SERVICES”) and ENGINEER agrees to perform the SERVICES for the compensation set forth in Part III - Compensation (“COMPENSATION”). ENGINEER shall be authorized to commence the SERVICES upon execution of this Agreement and written authorization to proceed from CITY. CITY and ENGINEER agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement (“AGREEMENT”) between them relating to the PROJECT.

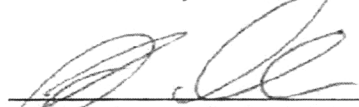
APPROVALS

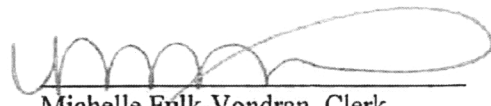
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY: 
Shan Gunawardena, Chair

BY: ABSENT
Chris Guerrero, Member

BY: 
Kumar Menon, Member

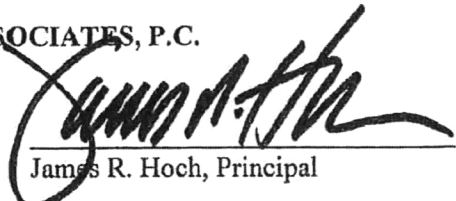
ATTEST: 
Michelle Fulk-Vondran, Clerk


DATE: 4-12-2022

APPROVED as to legality and form

APPROVED FOR ARCHITECT

HOCH ASSOCIATES, P.C.

BY: 
James R. Hoch, Principal

ATTEST: 
Keirsten L. Baumgartner, Administrative

DATE: 4-6-22

PART I
SERVICES

A. GENERAL

ARCHITECT shall provide the CITY professional engineering services in the design, bidding, and construction phases of the PROJECT. These services will include serving as CITY'S professional representative for the PROJECT; providing professional architectural and engineering consultation and advice, and furnishing architectural, structural, civil, mechanical, plumbing, electrical, fire protection, environmental and other customary design services incidental thereto.

B. PROJECT DESCRIPTION

PROJECT will involve the modification of three buildings and associated sites located at 505, 633, and 811 Avenue of Autos to optimize the operation and use of these buildings for several City of Fort Wayne Departments. In addition, the building at 335 Murray Street is to be modified for occupancy by two other departments.

505 Avenue of Autos - Will be occupied by the Sign and Signal, Street Lighting, and Traffic operations Departments (*Currently at 1710/1730 South Lafayette and 335 Murray Street*)

633 Avenue of Autos – Will be occupied by the Fleet Vehicle Maintenance Department – (*currently at 1705 South Lafayette Street*)

811 Avenue of Autos – Will be occupied by FYPD and Radio Shop – (*currently at 1103 E. Coliseum Blvd.*)

335 Murray Street – Will be occupied by Test Lab and Right of Way Landscape Maintenance Departments – (*currently at 1825 South Lafayette and 503 Ewing Street*)

The project shall be designed and ready for bidding and construction in the summer of 2022.

Green infrastructure:

Base cost for design services to include ALTERNATE BID Construction Documents for solar panels and associated systems. City encourages creative ideas provided they do not pose significant maintenance issues. Prior to development of details, ARCHITECT shall provide recommended green infrastructure alternatives to the City for discussion. These options may be in the form of sample images, renderings, technical drawings, or specifications such that City staff can fully understand the proposed ideas. These ideas shall be presented along with initial and recurring costs and a recommendation will be made to the City. City staff will evaluate and select a recommended plan as proposed or with possible revisions.

Landscape architecture:

ARCHITECT shall provide landscaping exclusive of street trees but with any other recommended plantings of the available green spaces in conjunction with any green alternatives

included in the project scope. All plantings shall be coordinated with City of Fort Wayne Public Works Landscape Maintenance Department.

Utility coordination:

ARCHITECT shall coordinate with all existing utilities. While all efforts are to be made to minimize relocation of utilities, if necessary ARCHITECT shall coordinate the development of relocation plans.

Permitting

ARCHITECT shall obtain all necessary permits prior to completion of design services as required by Authority Having Jurisdiction.

C. SCOPE OF WORK

The duty of the ARCHITECT is to design approved improvements; develop construction drawings, specifications and special provisions. The final construction documents shall be stamped by Registered Professional(s) from each of their respective specialties. The scope categories identified for this project are provided in Attachment 1 – Scope of Services Fee Proposal. The ENGINEER shall develop and provide the following services associated with those tasks:

1. Pre-Design

- a. Departmental Interviews & Program Scope Assessments
- b. Assessment of FFE Existing to Remain, Owner Provided FFE & integration into the Scope of Work
- c. Review of Existing Facilities to thoroughly ascertain existing conditions
- d. Site Assessment/Utility Assessment & Vehicular Egress/Ingress
- e. Coordination and Review of Soil Testing Services Surveys, (Topographical existing conditions and boundary)
- f. Proposed Project Schedule/Timeline
- g. Security Assessment

2. Schematic Design

- a. Complete Survey (Survey Provided by Owner)
- b. Wetland Delineation and Geo-technical Testing
- c. Evaluate Geo-technical Report
- d. Concept Refinement and Rendered Plan
- e. Schematic Design Drawings (50%)
- f. Owner Review
- g. Early Permit Coordination
- h. City of FW Utility Coordination/Private Utility Coordination
- i. Specifications Outline
- j. Cost Estimating
- k. Schematic Design Drawings Submittal

3. Design Development

- a. Design Development drawings (75%)
- b. Owner Review
- c. Equipment/Material/Furniture Vendor Coordination
- d. Draft Specifications
- e. Cost Estimate Update
- f. Permit Applications Prepared
- g. Value Engineering Review

4. Construction Documents

- a. Construction Document Drawings (90%)
- b. Final Vendor and Utility Coordination
- c. 90% Specifications
- d. 90% Cost Estimates
- e. Construction Document Drawing Submittal (90%)
- f. Owner Review
- g. Final Drawings and Specifications
- h. Permit Application Submittal
- i. Final Construction Document Submittal (100%)
- j. Preparation of Bid Documents
- k. Lead Pre-Bid meeting and issue resulting addenda
- l. Review of Bids and Negotiation with General Contractor
- m. Attendance and Presentation Assistance at Public Hearings/Presentations

5. Construction Administration

- a. Facilitate Pre-Construction Meeting
- b. Attend Bi-weekly Construction Progress Meetings (on-site)
- c. In-person Site Visits Weekly to provide photographs and construction status (AIA G-711)
- d. Review and Make Recommendations to Owner on all Submittals
- e. Establish and Maintain a Tracking System for all Project Construction Records (RFI's, ASI's, RFP/CO's)
- f. Coordinate and Document Communication and Decisions between the Architect, Contractor, Owner, and Permitting Agencies impacting project
- g. Review the Contractor's Project Schedule, Schedule of Values, Submittal Schedule, and Equipment Matrix and List of Proposed Subcontractors
- h. Submit Written Reports of Site Visits and Meetings
- i. Notify Owner and Contractor in writing of any work not in conformity with the Construction Documents
- j. Manage Quality Assurance
- k. Certify Contractor's Application for Payment in an appropriate amount
- l. Review Construction Materials Testing
- m. Prepare Change Orders for the Owner's approval and execution
- n. Prepare revised Contract Drawings to illustrate and document approved Change

- o. Prepare, Assemble and Distribute the Official Punch List(s)
- p. Review as-built documents for completeness at Substantial Completion and Final Completion
- q. Review Contractor's record drawings, O&M instructions, and all other close-out documents

D. SCHEDULE

The project will be completed per attached design schedule. This schedule is based on receiving a Notice to Proceed by Week of April 10th, 2022 (04/10/2022) and receiving prompt review and approvals from CITY.

<u>ACTIVITY</u>	<u>DAYS</u>
Pre-design & Schematic Design	42 (6 weeks)
Design Development	42 (6 weeks)
Construction Documents	70 (10 weeks)
Bidding	35 (5 weeks)
Construction Administration	425 (61 weeks)

PART II

CITY'S RESPONSIBILITIES

City shall, at its expense, do the following in a timely manner so as not to delay the SERVICES:

A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS

Make available to ARCHITECT reports, studies, regulatory decisions and similar information relating to the SERVICES that ARCHITECT may rely upon without independent verification unless specifically identified as requiring such verification.

Provide ARCHITECT with electronic copies of existing CITY utility maps, aerial maps and contour maps that are readily available.

B. REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define CITY'S requirements and make decisions with respect to the SERVICES. The CITY representative for this AGREEMENT will be Barry Marquart-Director of Buildings and Grounds.

C. DECISIONS

Provide all criteria and full information as to CITY'S requirements for the SERVICES and make timely decisions on matters relating to the SERVICES.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – SERVICES of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed DESIGN fee as summarized in attached Attachment 1.

All reimbursable costs incurred for the Project will be invoiced at actual cost.

Payment for outside consulting and/or professional services such as Geotechnical, Registered Land Surveyor for easement preparation, or Legal Services performed by a Subconsultant at actual cost to ARCHITECT plus ten percent (10%) for administrative costs. The ARCHITECT will obtain written CITY approval before authorizing these services.

B. BILLING AND PAYMENT

1. Timing/Format

- a. ARCHITECT shall invoice CITY monthly for SERVICES **completed** at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.
- b. CITY shall pay ARCHITECT within 30 days of receipt of valid approved invoice.

2. Billing Records

ARCHITECT shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**PART IV
STANDARD TERMS AND CONDITIONS**

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

- a) Worker's Compensation per statutory requirements
- b) General Liability \$1,000,000 minimum per occurrence/ \$1,000,000 aggregate (if the value of the projects exceeds \$10,000,000 then this shall be \$5,000,000 aggregate).
- c) Automobile Liability \$1,000,000 per occurrence
- d) Products Liability \$1,000,000 per occurrence
- e) Completed Operations Liability \$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and

Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the City from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding ENGINEER's performance under this Agreement shall expire one year after Project Completion.

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:

http://www.cityoffortwayne.org/utilities/images/stories/docs/consent_decree/Consent_Decree.pdf

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the CITY, ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe PDF format. The individual files shall be contained in a ZIP formatted file, and the filename of the ZIP shall include the name of the project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the service contemplated by the Agreement.

Attachment #1 - Scope of Services Fee Proposal
Avenue of Autos Building Modifications for facilities Relocations

Attachment 1 – Scope of Services Fee Proposal for Avenue of Autos – Building Modifications for
 Facilities Relocations

<u>Design Team Cost Category</u>	<u>Days</u>	<u>Cost</u>
<u>Pre-Design & Schematic Design</u>	42	\$101,640.00
<u>Design Development</u>	42	\$135,500.00
<u>Construction Documents (Bidding Included)</u>	105	\$169,400.00
<u>Construction Administration</u>	425	\$158,100.00
Subtotal	614	\$564,640.00
<u>Reimbursables*</u>		\$55,000.00
<u>Work Allowance</u>		\$25,000.00
<u>Total Project Architectural Cost</u>		\$644,640.00
<u>Alternate: Solar/Environmental Design**</u>	This "Alternate" has been added to the above schedule days.	\$96,000.00
Est. Construction Cost 1.5M		
<u>Total Project Architectural Cost With Alternate</u>		\$740,640.00

****Alternate: Solar / Environmental Design Description:**

Our services for the Solar Array situated on the roof plans of the four (4) building locations include:
 Design/Engineering Concepts, Structural Roof Plane/Diaphragm Analysis, Roof Attachment & Roofing Material
 Analysis, Electrical Engineering & Battery/Power Storage/Backup, "Power Walls".

Green initiatives, such as LED Lighting, Permeable Parking surfaces, Grey/Storm Water Collection & Filtration,
 Etc.

Attachment 2 – Scope of Services Fee Proposal for Avenue of Autos – Building Modifications for
Facilities Relocations

<u>Reimbursables</u>	<u>Cost</u>
<u>Geotechnical Soil Surveys (1 Site)</u>	\$5,000.00
<u>Boundary, Topographical As-Built Surveys (4 Bldgs)</u> (Coordination of and additional survey information needed beyond owner provided surveys)	\$14,000.00
<u>Permit Filing Fees (4 Bldgs)</u>	\$5,000.00
<u>Renderings</u>	\$6,000.00
<u>Plan Commission/BZA/Public Meetings/Prep</u>	\$5,000.00
<u>Legal Servies, Attorney Fees</u>	\$5,000.00
<u>Independent Cost Estimate for Construction (4 bldgs)</u>	\$15,000.00
<u>Total Reimbursables Cost</u>	\$55,000.00

***Reimbursables Description:**

Reimbursable expenses included (per requirement of the proposal agreement). All A/E coordination required to deliver these reimbursable tasks has been included in the stated costs.

Printing, filing fees to State and Local Approval Agencies has been included.

Building Permit for Construction will be part of General Contractor's requirements/responsibility.

Company	Address	Contact	Email Address	Phone	Fax	Business Certif. Business Designation	Entry Date	Document Comments
Hoch Associates, P.C.	111 West Berry Street, Fort Wayne, IN-46802	Jim Hoch	jmh@hochassoc.com	(260) 424-7200	2604247301	A/E Consultant	3/14/2022	eBidDoc
Condoan Clark Associates	960 Ridgeway Avenue, Aurora, IL-60506	Bob Rundgren	brundgren@condoanclark.com	630-946-5621		A/E Consultant	3/15/2022	eBidDoc
Construction News Corp.	7261 Engle Road, Suite 304, Middleburg Heights, OH-44130	Ted Blaicher	ted@cnnewsonline.com	(800) 969-4700	(800) 229-4626	Prime Bidder	3/17/2022	eBidDoc

QUEST ENTRY

Letting for: **RFQ - Avenue of Autos Buildings Modifications for Facilities Relocations (#8151355)**
Owner: **Public Works**
Solicitor: **Fort Wayne IN, City of**

Bid Countdown

Electronic Bid Submittal Status:	1 bid(s) received	View	Show Bid Room Clock
Bid Closes at:	03/28/2022 12:00 PM EDT		
Official Time:	04/20/2022 11:01:23 AM		
Bid Closes In:	0:00:00		

Post Letting Functions

[Enter Paper Bid](#)[Bid Acceptance and Review](#)[Bid Display](#)



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

March 11, 2022

Dear Professional Services Partner,

The City of Fort Wayne Division of Public Works and Department of Property Management are pleased to release this Request for Qualifications. Through this process, we are continuing to refine our ability to make qualification-based selections for professional architectural and engineering services, considering a firm's specific interests, workload, and capabilities, as well as the past performance of the proposed staff.

In April 2012 the Common Council of the City of Fort Wayne adopted an ordinance that modifies the procurement of professional engineering services. The new ordinance is intended to continue to ensure transparent, fair, and competitive procurement practices and requires the use of a "Competitive Sealed Proposal" (CSP) process for engineering contracts over \$100,000. This process introduces cost into the formal selection criteria in later phases of negotiations, but still retains all the elements of selection based on qualifications and "best value" principles.

On the following page is a summary of the procurement processes used by the Public Works Division for professional services, including the CSP process. The RFQ references which procurement process is intended to be used for procurement on the project.

The City of Fort Wayne provides for equal-opportunity employment and strongly encourages minority business, small business, local businesses and women owned business participation.

As always, please feel free to let me know any ways we can make our process more efficient and effective for all of us. I appreciate your interest and your ideas.

With Best Regards,

A handwritten signature in black ink, appearing to read "Shan R. Gunawardena".

Shan R. Gunawardena, P.E., PTOE
Director of Public Works

ENGAGE • INNOVATE • PERFORM

CITIZENS SQUARE

200 E. Berry St. • Fort Wayne, Indiana • 46802-1804 • www.cityoffortwayne.org

An Equal Opportunity Employer

General Summary of Processes for Procurement of Professional Services

Public Works

01-29-13 NRG

Public Works believes in a transparent, fair and competitive selection process that provides for selection of the "best value" in professional services.

The intent of this document is to provide a general summary of the typical criteria and processes followed by PW Engineering to obtain professional services engineering assistance on its projects. It is not intended to be a detailed or comprehensive summary of all criteria and processes.

Procurement Processes

1. Qualifications Based Selection (QBS) process

Generally includes process steps of:

- Request for Qualifications (RFQ) invitation
- Reviewing and scoring Statements of Qualifications
- Shortlisting and selection of recommended firm(s)
 - *Selection by qualifications (and past performance history)*
 - *This step may include interviews of short listed firms*
- Scope development and final negotiation of scope and fee for services with highest ranked firm
 - *A general scope and fee may be also be solicited from other short listed firm(s) for a general validation of negotiations*

2. Request for Proposals (RFP) process

Typically used on projects where firms have already been prequalified/shortlisted (often through a RFQ process) or on projects where a detailed scope of work has already been developed

Generally includes process steps of:

- Request for Proposals (RFP) invitation
- Reviewing and scoring Proposals
- Selection of highest ranked firm
 - *Selection by qualifications and fee*

3. Competitive Sealed Proposal (CSP) process

Generally includes process steps of:

- Request for Qualifications (RFQ) invitation
- Reviewing and scoring Statements of Qualifications from firms
- Shortlisting and selection of recommended firm(s)
 - *Selection by qualifications (and past performance history)*
 - *This step may include interviews of short listed firms*
- Request for Preliminary Proposals (RFP) invitation to shortlisted firms
- Review and evaluation of Proposals
- Independent (and confidential) discussions on Proposals with each firm to seek clarification and understanding of Proposals
- Confirmation of list of firms to be included in final negotiations
- Independent (and confidential) negotiations on final/detailed scopes with each firm with objective of helping firms ensure proposals meet project requirements
- Request for Final Proposals (RFP) invitation to final list of firms
- Selection of highest ranked firm
 - *Selection based on qualifications and fee*

FORT WAYNE PUBLIC WORKS

REQUEST FOR QUALIFICATIONS

QuestCDN eBidDoc # 8151355

CONTACT FOR QUESTIONS

For questions on the RFQ, Barry Marquart at (260) 427-1457 or email at
Barry.Marquart@cityoffortwayne.org

For questions regarding Quest CDN instructions, Michelle Nelson at (260) 427-6987 or email at
Michelle.Nelson@cityoffortwayne.org

SUBMITTAL INFORMATION

Date Issued: **March 11, 2022**
Submittal Deadline: **Monday, March 28, 2022 @ 12:00 PM EDT**

REQUEST FOR QUALIFICATIONS

The Property Management Department and the Public Works Division through the Board of Public Works of the City of Fort Wayne is seeking statements of qualifications and interest from firms qualified to perform professional architectural, engineering, and consulting services in support of listed project contained herein.

RFQ INFORMATION

RFQ Documents can be examined online at <http://bidding.cityoffortwayne.org/city.php> or downloaded at www.questcdn.com for no fee. Contact QuestCDN.com at 952-233-1632 or infor@questcdn.com for assistance in membership registration and downloading. Vendors will be charged a \$15.00 fee to submit Qualifications electronically.

The QuestCDN eBidDoc number for this project is **#8151355**

LOCAL BUSINESS PARTICIPATION

The City of Fort Wayne wants local vendors to have the maximum possible opportunity to participate in the performance of contracts. The City strongly encourages firms to seek and propose the use of local vendors on these contracts.

The Public Works Division has established local business participation goals for professional service contracts. The proposed goals are as follows:

- If primary (main) firm selected is not a local business, the overall contract value shall include **30%** subcontracted to local business.
- If primary (main) firm selected is a local business, the overall contract value shall include **15%** subcontracted to another local business.

To be considered a local business, a company would need to meet one of the following criteria:

- a. Has its primary/base operations facility located within Allen County
- b. Performs over 50% of its business in Allen County.
- c. Has an operations facility with at least three (3) full time employees (need to be technical staff – i.e. engineers, Architects CADD Technicians, inspectors, etc.) located within Allen County

Please visit the City of Fort Wayne's consultant vendor database at www.cityoffortwayne.org/firmsmatrix to see contact information for local firms.

EMERGING BUSINESS, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

The City of Fort Wayne desires that emerging businesses, minority and woman owned enterprises have the maximum possible opportunity to participate in the performance of contracts. The City strongly encourages firms to seek and propose the use of EBE/MBE/WBE firms on these contracts.

A list of currently certified EBE/MBE/WBE firms can be found on the City of Fort Wayne's website under the "Departments" link and then selecting "Purchasing -Vendor Compliance", or by going to: <http://www.cityoffortwayne.org/vendor-compliance-home.html>

SUSTAINABLE / LOW IMPACT / "GREEN" PRACTICES

The City of Fort Wayne is committed to the stewardship of our community's resources and to evaluating and utilizing sustainable practices where such are determined to be in the best interest of ratepayers and citizens. The City strongly encourages firms to present their qualifications and experience in performing sustainable infrastructure design and engineering services. Companies responding to this RFQ are also encouraged to recommend ways that sustainable practices may be incorporated into projects they are interested in and feel qualified to perform.

TEAMING/PARTNERING

The City of Fort Wayne encourages firms to team/partner on its projects. In building a team, the lead firm is free to solicit team members from any firm(s) it chooses, and potential partnering firms should be free to participate on as many teams as they desire. The City does not want exclusivity agreements or guaranteed percentages of work amongst the members of proposing teams, and therefore does not want a proposed team to limit the potential makeup of other teams wishing to respond to the RFQ.

Each submittal should have information on all team members and should demonstrate their capabilities and expertise in their assigned role within the team. If a proposal is submitted with multiple team members, as part of the city's evaluation, it will review a combination of factors, such as firm and personnel experience for each area of services requested in the RFQ item. Consideration will also be given to other factors, such as workload and experience with the city's current processes and staffing.

Therefore, while the City is seeking teamed responses to this RFQ, proposed teams (with multiple members) should acknowledge that the strongest team members for each area of services will be selected by the City for the project.

REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS

For each project item for which the consultant wishes to be considered, at a minimum, submit the following information in your Statement of Qualification (SOQ) and organize it into sections as identified below. A brief introduction may be inserted before each section.

Section:

1. **Key Personnel.** The proposed team shall demonstrate a high level of technical expertise, experience and qualifications for this project. The team should also demonstrate that they have the adequate team member capacity to perform the required services to meet the project schedule. Identify key personnel likely to be assigned to the project and provide:
 - Describe your approach to overall team formation and working relationships proposed, as well as coordination of team members.
 - Short summary of the qualifications, relevant experience and proposed roles of key personnel and key subconsultants.
 - Organizational chart of your firms/team arrangement of key personnel and key subconsultants and their proposed roles in the project.
 - *Please indicate the firm of each of the personnel and the estimated percent of utilization each of the main personnel will have on the project.*
 - Resumes of key personnel and key subconsultant personnel

2. **Relevant Experience.** Provide information on relevant projects that your firm has performed within the last 5 years that best demonstrates your firm's and your proposed key personnel's current qualifications and ability to perform the work of similar size, scope, budget and complexity to the project. Information should indicate:
 - Project name, location, summary of work, and project delivery method.
 - A clear demonstration of which key personnel proposed in your submittal were involved significantly (had relevant experiences/roles) in the projects being listed as relevant.
 - Services provided by the firm(s).
 - The engineering costs and the engineers estimate, bid and final construction costs to accomplish the project
 - Client/Owner reference information (name, title, phone number, email address).

3. **Summary of Approach and Understanding.** Provide a short summary indicating your understanding of the project and general information on your proposed approach to complete the project. Please provide information on following at a minimum:
 - Discuss the major challenges your team has identified or anticipates in providing the services to ensure successful completion of this project and how your team intends to address those challenges.
 - Describe your team's approach to managing this project, as well as innovative short- and long-term cost-saving techniques the team recommends for these types of projects that can minimize the capital cost to implement this project, both from the design and construction perspectives.
 - Describe systems and controls used for scheduling, estimating, and include team's experience on quality control.
 - Describe any creative and innovative ideas that your team will bring to City of Fort Wayne Public Works.
 - Also include any recommendations on "keys for success" or critical items you believe are important to project success.
 - *In addition, please discuss any specific items noted in the comment section of the project item description.*

4. **Fort Wayne Experience.** Provide a list of projects your firm has previously performed for the City of Fort Wayne and contact information for those projects.

5. **Office Location, Local EBE/MBE/WBE Participation and Teaming/Partnering.** Provide the location of your office(s) where the majority of work on the project will be performed and the approximate number of employees in those offices. Discuss how the lead firm, as well as the overall team will meet the goals listed under for Office Location (including qualifications for being considered local) and sub consultant Local/EBE/MBE/WBE Business Participation and Teaming/Partnering.

6. **Green/Sustainability.** Please provide a brief summary of potential project opportunities for incorporating or utilizing green/sustainable project solutions for design, construction, and operations for a triple bottom line solution. If your firm has experience with using the Institute for Sustainable Infrastructure's Envision™ framework, please highlight those experiences.

7. **Miscellaneous/Other.** Other information as you determine necessary or recommend as beneficial to the project submittal or the project's overall success. Please provide information on following at a minimum:
 - Statement confirming that your firm or any of the firm's listed principals are not currently suspended and/or debarred or otherwise excluded from federal procurement and non-

procurement programs as listed on <https://www.gsa.gov/policy-regulations/policy/acquisition-policy/office-of-acquisition-policy/gsa-acq-policy-integrity-workforce/suspension-debarment-division>

SOQ's for each project item should be limited to a maximum of **40** pages. Supplemental and additional information (such as resumes and more detailed relevant project information) may be provided in appendices and are excluded from the above page limit.

The entire SOQ response shall be submitted as **one combined/complete document in PDF format**.

Delivery of SOQ's to the City of Fort Wayne Board of Public Works:

- 1) Upload SOQ via Quest www.questcdn.com** Firms will be charged a fee of \$15.00 by Quest to submit their SOQ electronically.

PROJECT BRIEFING MEETING

The Project Briefing Meeting will be held on Friday March 18th, 2022 at 1:30 PM. The meeting will be held at Citizens Square CR 220, at 200 East Berry Street, Suite 210, Fort Wayne, IN 46802. For those unable to participate in person, a conference call in number will be provided.

PROPOSED PROFESSIONAL SERVICES

Contract Title: Avenue of Autos Buildings Modifications for Facilities Relocations

Type of Professional Services: Architectural and Engineering Services

Project Manager: Barry Marquart, (260) 427-1457 - Barry.marquart@cityoffortwayne.org

Estimated Construction Cost: Approximately \$10 Million

Project Starts: April 2022

Project Schedule: Bid 3rd Quarter of 2022

Project Information / General Scope:

City of Fort Wayne Public Works Department is seeking qualified architect and engineering consultants to provide design services, bidding assistance, and services during construction for upgrades to four buildings located at:

- 505 Avenue of Autos, Fort Wayne, IN 46804 (Saturn Bldg.)
- 633 Avenue of Autos, Fort Wayne, IN 46804 (Buick Bldg.)
- 811 Avenue of Autos, Fort Wayne, IN 46804 (Cadillac Bldg.)
- 335 Murray Street, Fort Wayne, IN 46803 (Street Light Operations Bldg.)

The scope for selected includes:

- Departmental and space programming for each of the buildings.
- Floor plan and building envelop modifications to suit workflow and specific processes
- Site modifications
- Indoor and outdoor lighting requirements
- Structural requirements for rooftop solar panel application
- Electrical modifications for equipment requirements
- Assistance on roof-top solar analysis and design
- Mechanical modifications for specific building use.

The selected design firm will design and develop project plans and specifications for a publicly bid project. Interested firms must demonstrate successful experience in all aspects of facility customization including but not limited to space programming, floor plan and building envelop modification, site modification, design of HVAC system, lighting and lighting controls, and solar array design and installation. The City will expect the selected firm to dedicate experienced technical and project management staff to the assigned tasks to ensure that solutions are creative, effective, and cost-conscious.

Selection Information:

Procurement of the final contract for this project and final determination of the firm/team to receive the contract will be performed through a RFP process.

All submitted Statements of Qualifications will be scored by City staff. The proposed general categories and Basis of Evaluation for scoring this project are listed below.

Statement of Qualifications – Basis of Evaluation (100 points total)

Key Personnel (PM, Project Engineer, other key personnel)	35 points
Relevant Experience	25 points
Summary of Approach and Understanding	25 points
Office Location	5 points
Green/Sustainability Approach	10 points

The City will utilize the Competitive Sealed Proposal (CSP) process outlined in the General Summary of Processes for Procurement of Professional Services.



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

Property Management Department
200 E. Berry St., Suite 510
Fort Wayne, IN 46802
(260) 427-1457
Fax: (260) 427-1393

April 20, 2022

City Council Members
City of Fort Wayne

RE: RFP #8151355 – Avenue of Autos Building Modifications for Facilities Relocations Project

Dear Council Members:

We are asking for City Council's final approval to award the above RFP in the amount of \$740,640.00 and to begin the project upon approval. This RFP was received through the Competitive Sealed Proposal (CSP) process and approved by the Board of Public Works on April 12, 2022.

The funds for these expenditures will be appropriated from the General Fund 00022004-5454.

If you have any questions on the above, please feel free to contact me at 427-1457.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry C. Marquart".

Barry C. Marquart
Director – Buildings & Grounds

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CITIZENS SQUARE

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COUNCIL DIGEST SHEET

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

RFPs & BIDS

Bid/RFP #	QUEST RFP #8151355
Awarded To	HOCH ASSOCIATES, P.C.
Amount	\$740,640.00
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	3
Number of Bidders	1
Required Attachments	RFPs – attach Award Matrix; Bids – attach Tab Sheet

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	None

SPECIAL PROCUREMENT

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

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	ONE AND ONLY BIDDER

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project, attach supporting documents as necessary.</i>	Avenue of Autos Building Modifications for Public Works Facility Relocations

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information</i>	General Fund 00022004-5454

BILL NO. S-22-04-24

REPORT OF COMMITTEE ON FINANCE

May 3, 2022

Sharon Tucker Chair

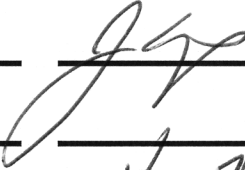
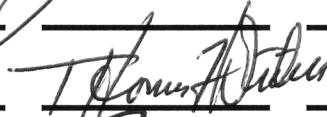


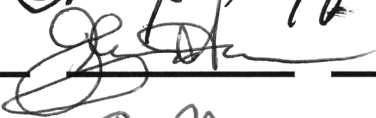
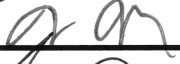


Russ Jehl Co-Chair

All Council Members

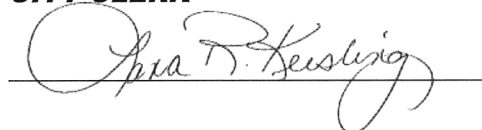
An Ordinance approving the awarding of RFP #8151355 – Avenue of Autos Building Modifications for Facilities Relocations Project from Hoch Associates, P.C. - by the City of Fort Wayne, Indiana, by and through its Board of Public Works for the Property Management Department

Involving a total cost of not to exceed \$740,640.00

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Tucker.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson Tucker, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: May 10, 2022




 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-22-04-24 on the 10th day of May, 2022

ATTEST:



 LANA R. KEESLING
 CITY CLERK



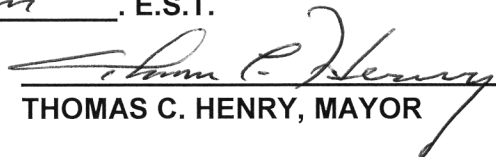
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th of May 2022, at the hour of 9:10 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 17th day of MAY 2022, at the hour of 1:00 o'clock PM E.S.T.



 THOMAS C. HENRY, MAYOR

