

1 **BILL NO. S-25-07-16**

2 SPECIAL ORDINANCE NO. S- 98-25

3
4 **AN ORDINANCE** approving AMENDMENT NO. 2 TO
5 PROFESSIONAL SERVICES AGREEMENT FOR
6 THE AVENUE OF AUTOS-BUILDING
7 MODIFICATIONS FOR FACILITIES RELOCATIONS
8 (additional services fees of \$285,000.00) – QUEST
9 #8151355 between HOCH ASSOCIATES, P.C. and
10 the City of Fort Wayne, Indiana, by and through its
11 Board of Public Works.

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

14 **SECTION 1.** That the AMENDMENT NO. 2 TO PROFESSIONAL
15 SERVICES AGREEMENT FOR THE AVENUE OF AUTOS-BUILDING
16 MODIFICATIONS FOR FACILITIES RELOCATIONS – QUEST #8151355
17 between HOCH ASSOCIATES, P.C. and the City of Fort Wayne, Indiana, by and
18 through its Board of Public Works, is hereby ratified, and affirmed and approved in
19 all respects, respectfully for:

20 FINALIZE THE CONSTRUCTION DOCUMENTS AND
21 SPECIFICATIONS AND PROVIDE CONSTRUCTION
22 ADMINISTRATION FOR THE 335 MURRAY STREET
23 RENOVATION TO INCLUDE NEW TEST LAB, RIGHT OF WAY
24 LANDSCAPE SHOP AND OFFICE, AND BRIDGE AND LEVEE
25 SHOP AND OFFICE;

26 involving additional services fees of TWO HUNDRED EIGHT-FIVE THOUSAND
27 AND 00/100 DOLLARS - (\$285,000.00) (a total fees not-to-exceed \$1,120,640.00).
28 A copy of said Contract is on file with the Office of the City Clerk and made
29 available for public inspection, according to law.
30



HOCH

Powerful Ideas.

architects • interiors

August 6, 2024

City of Fort Wayne
Mr. Barry Marquart, Director of Property Management
200 East Berry Street
Fort Wayne, IN 46802

RE: 335 Murray Street Building Renovation and Addition for:
Right of Way Department / Landscaping Department
Testing Service Department
Bridge and Levee Department

Dear Barry,

Please find herewith our professional services proposal to provide Architectural/Engineering and Project Administration Service for the Renovation of 335 Murray Street. The project consists of a renovation of the existing building with an addition resulting in an 18,750 +/- sq. ft. structure on approximately a 1.5 acre site. We have reviewed and discussed the project scope requirements with the individual representatives for the Right of Way, Landscaping, Testing Services, and the Bridge and Levee Department, and basing these services on the attached Site Plan and Floor plan.

Our Professional Services include the Following:

- Review of Owner provided Surveys and Soil Boring Investigations
- Owner will provide Survey, Soil Borings and Phase I Environmental and Phase II /III Survey and Environmental assessments (if required).
- Architectural Design and Engineering
 - Project Design with final meeting with Departments.
 - Design Development Documents
 - Construction Documents
 - Project Specifications
 - Civil and Structural Engineering Design, Construction Documents and Specifications

111 W. Berry St. Suite 200 Fort Wayne, IN 46802
(P) 260.424.7200 (TF) 866.546.4624 | hochassoc.com

- Mechanical, Electrical, Plumbing Engineering Design, Construction Documents and Specifications and Bid Documents
- Coordination of Local Site Plan approval process acquisition of ILP (Improvement Local Permit)
- Filing of Documents to the State of Indiana
- Bidding to General Contractor for Single Prime General Construction Contract
 - Pre Bid Conference, Addendums, and Coordination
 - Assessment of Bids and Recommendations
- Construction Administration Services
 - Project Coordination meetings
 - Contractor Request for Information (RFI's)
 - Architects Supplemental Instructions (ASI's)
 - Proposal Requests (PR's)
 - Change Requests (CR's)
 - Change Orders (CO's)
 - Review of Contractors Pay Applications/Schedule of Values
 - Design and Construction Documents and Specifications
 - Review of Contractors meeting Notes, Schedule adherence, recommendation to Owners Representative
 - Construction Observation
 - Project Closeout / Substantial Completion Documents

For the above referenced project scope and services we propose a professional services fee of \$285,000.00 (two hundred eighty five thousand dollars)

Our services include:

- Printing
- State Filing Fees
- State Filing Coordination
- Representation at Public Hearings

Owner Provided Services at Owners Cost

- Phase I Environmental Assessment
- Phase II, III Environmental Testing and Remediation
- Survey Supplements, Topography, Existing Utilities, As-Built Conditions
- Geotechnical / Soil Borings Survey and Analysis

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Barry, Thank you for this opportunity to provide professional services to the City of Fort Wayne. Upon review do not hesitate to contact me with questions or for further clarification or detail.

Respectfully,

A handwritten signature in black ink, appearing to read "James R. Hoch". The signature is fluid and cursive, with a large initial "J" and "H".

James R. Hoch, AIA
Hoch Associates, PC

Cc: file

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(P) 260.424.7200 (TF) 866.546.4624 | hochassoc.com

AMENDMENT NO. 2
TO AGREEMENT BETWEEN
CITY OF FORT WAYNE
and
Hoch Associates, PC

This AMENDMENT #2, effective August 13, 2024 is made by and between the City of Fort Wayne, Indiana ("CITY"), and Hoch Associates, PC.

Whereas, the parties entered into an agreement dated April 12, 2022 for certain professional design services related to the Ave of Autos – Building Modifications for Facilities Relocation Project ("PROJECT") bearing Work Order # _____;

Whereas, CITY desires to compensate for additional services, and the parties have agreed to amend the AGREEMENT as follows:

1. Scope of Professional Services: Design Services
2. PROPOSED FEES: \$285,000.00
3. Compensation for additional services rendered under this AMENDMENT No. 2 shall not exceed \$285,000.00. Total fee, including services under the AGREEMENT and this AMENDMENT, shall not exceed \$1,120,640.00.
4. All other provisions of the AGREEMENT shall remain in full force and effect.

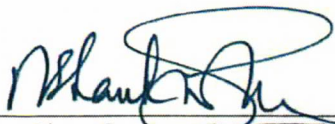
IN WITNESS THEREOF, the parties have made and executed this AMENDMENT #2 of AGREEMENT as of the day and year first written above.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

HOCH ASSOCIATES, PC


DATE: 8-13-2024

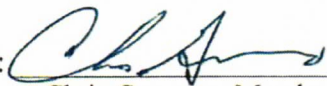
DATE: 8.6.24

BY: 
Shan Gunawardena, Chair

BY: 
James R. Hoch, Pres.

BY: 
Kumar Menon, Member

ATTEST

Cynthia A Hoch, Secretary

BY: 
Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

AMENDMENT NO. 1
TO AGREEMENT BETWEEN
CITY OF FORT WAYNE
and
Hoch Associates, PC

This AMENDMENT #1, effective November 28, 2023 is made by and between the City of Fort Wayne, Indiana (“CITY”), and Hoch Associates, PC.

Whereas, the parties entered into an agreement dated April 12, 2022 for certain professional design services related to the Ave of Autos – Building Modifications for Facilities Relocation Project (“PROJECT”) bearing Work Order # _____;

Whereas, CITY desires to compensate for additional services, and the parties have agreed to amend the AGREEMENT as follows:

1. Scope of Professional Services: Design Services
2. PROPOSED FEES: \$95,000.00
3. Compensation for additional services rendered under this AMENDMENT No. 1 shall not exceed \$95,000.00. Total fee, including services under the AGREEMENT and this AMENDMENT, shall not exceed \$835,640.00.
4. All other provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS THEREOF, the parties have made and executed this AMENDMENT #1 of AGREEMENT as of the day and year first written above.

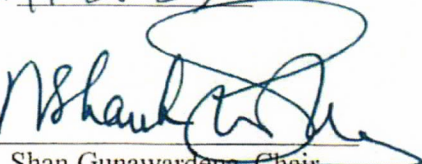
**CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS**

HOCH ASSOCIATES, PC

DATE: 11.28.23

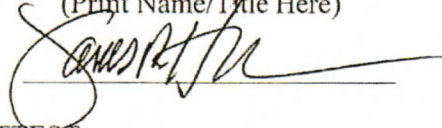
DATE: November 20-2023

BY:


Shan Gunawardena, Chair

BY:

James R. Hoch - President.
(Print Name/Title Here)



BY:

ABSENT

Kumar Menon, Member


ATTEST

BY:


Chris Guerrero, Member

Cynthia A. Hoch - Secretary
(Print Name/Title Here)

ATTEST:


Michelle Fulk-Vondran, Clerk

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

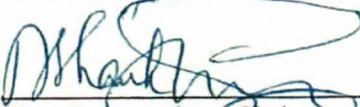
Who agree as follows:

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.

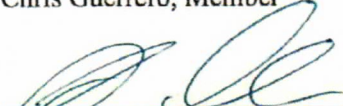
APPROVALS

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

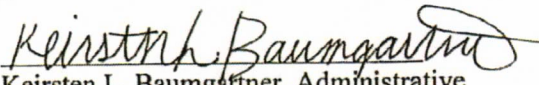
DATE: 4-12-2022

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 FWPD 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 samples 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 Matric 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.

HOCH

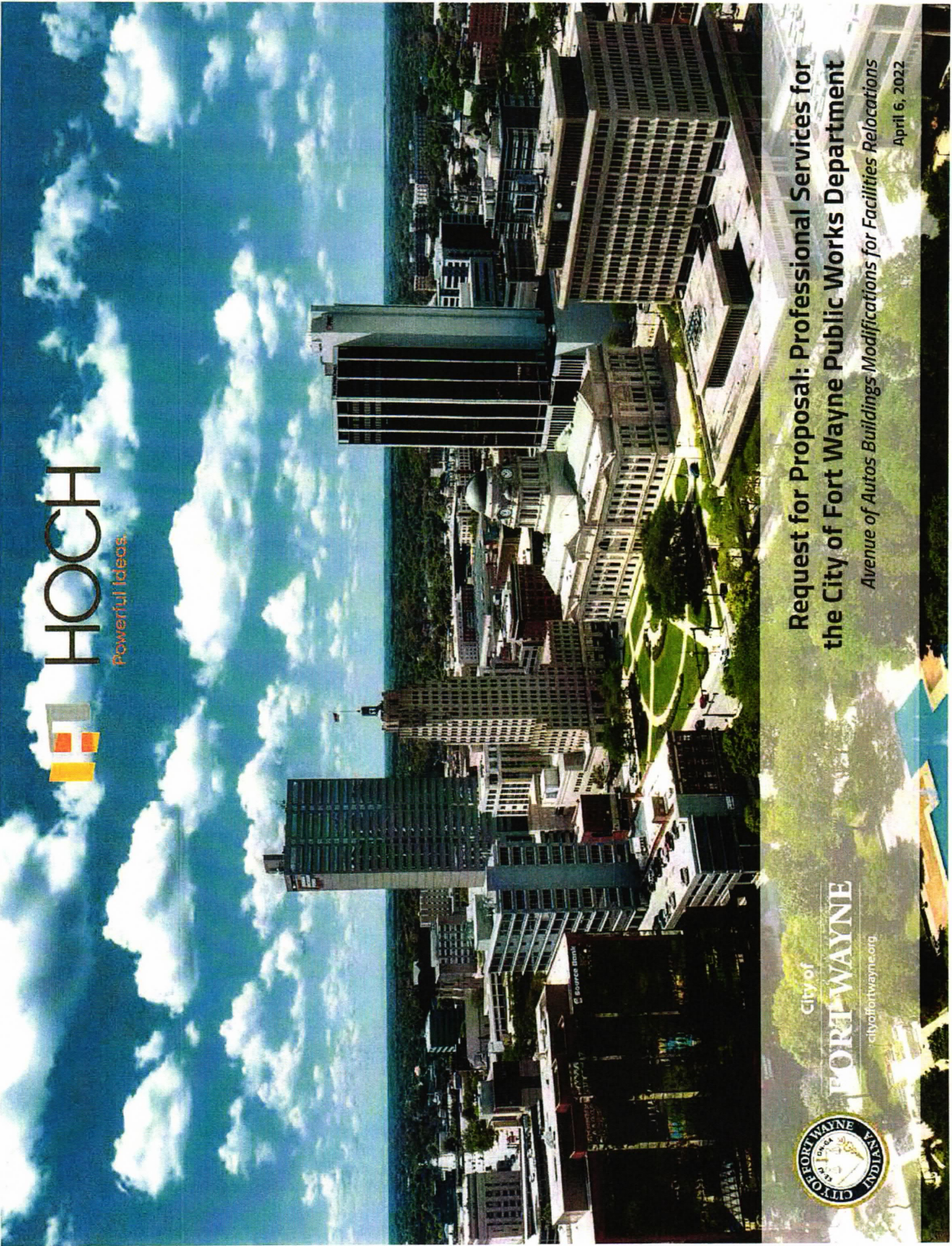
Powerful Ideas.

Request for Proposal: Professional Services for the City of Fort Wayne Public Works Department

Avenue of Autos Buildings Modifications for Facilities Relocations

April 6, 2022

City of
FORT WAYNE
cityoffortwayne.org



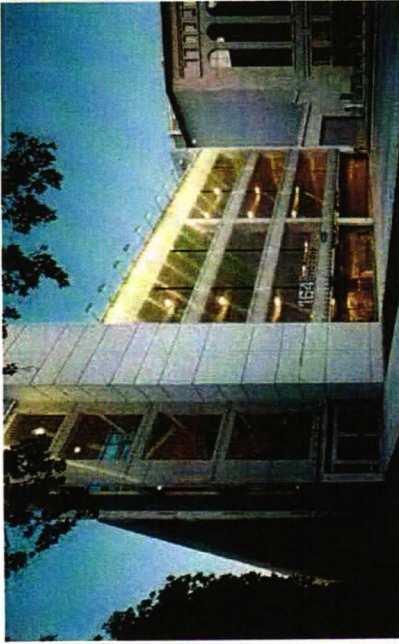


TABLE OF CONTENTS

Cover Letter

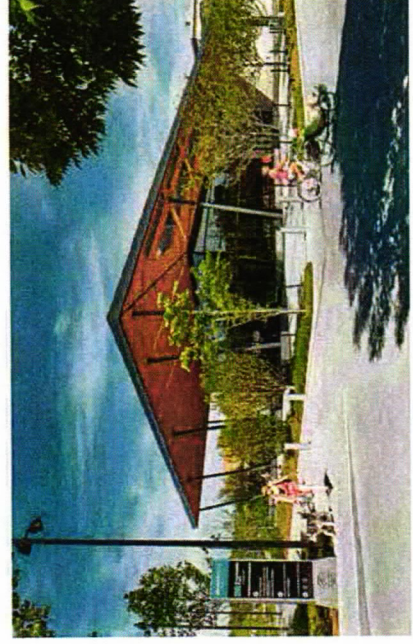
P. 02 - 03

Project Schedule

P. 04 - 05

Scope of Services Fee Proposal

P. 06 - 07





Wednesday, April 6th, 2022

Mr. Shan P. Gurnardona, P.E., PTOE
Director of Public Works, Fort Wayne
200 East Berry Street, Suite 210
Fort Wayne, Indiana 46802

Re: Professional Services Agreement – Design Services for Building Renovations At:
505, 613, 811 Avenues of Autos
335 Murray Street

Dear Shan,

Thank you for the opportunity to provide you and the City of Fort Wayne our Professional Services Proposal for the Avenue of Autos' & Murray Street Building Renovations. We have thoroughly reviewed the proposal requirements and have provided all the required elements, processes, procedures and schedules.

Per the requirements of the proposal, our submission includes the following services and reimbursable costs for each of the four project locations:

- Full Service Architecture, Interior Design & Engineering
 - Pre-Design Phase
 - Schematic Design Phase
 - Design Development Phase
 - Construction Documents Phase
 - Bidding Phase
 - Construction Administration Phase
- Alternate Bid Analysis, Design/Engineering and Construction Documents for Solar Panels & Associated Systems, Green Infrastructure Alternatives & Approaches & Corresponding Design & Technical Drawings.
- Landscape Architecture.
- Utility Coordination.
- Permitting Fees & Coordination.
- Reimbursable Services & Costs.
 - Geotechnical Soil Boring Analysis/Engineering
 - Surveys – Topographical, Boundary, As-Built Utilities.
 - Permitting/Approval Agency Coordination & Filing Fees.
 - Public Hearing Presentations, Renderings, Attendance.
 - Legal Fees/Attorney Costs.
 - Printing, Travel.

Please find attached our proposal and graphic representations of the project schedule, professional services and the corresponding fees. Again, we very much thank you for this opportunity and are looking forward to commencing the project!

Upon Review, do not hesitate to contact me regarding any clarifications and/or adjustments that you see necessary.

Respectfully,

James P. Hoch, AIA, Principal
Hoch Associates, P.C.

CC: Kersten Baumgartner

PROJECT SCHEDULE



OCT 24 - NOV 9
COUNCIL
APPROVAL

NOV 9
CONSTRUCTION
STARTS

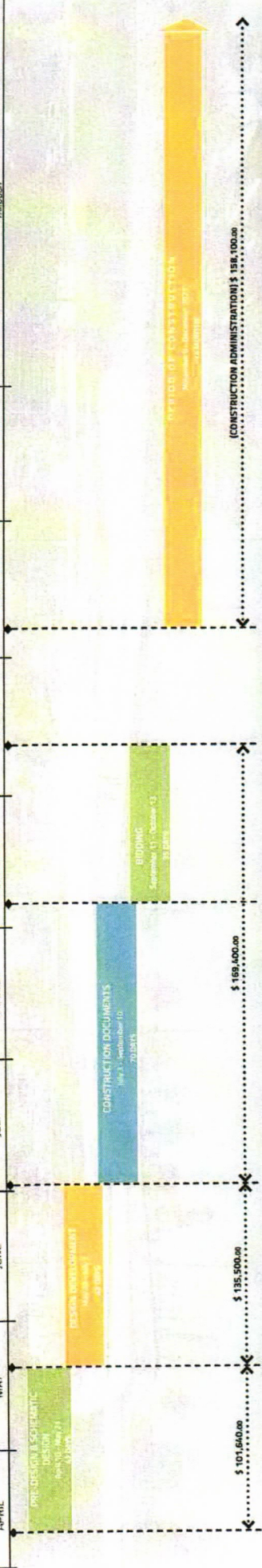
OCT 13
BIDS
RUE

SEPT 11
BIDS
RUE

CONSTRUCTION DOCUMENTS
FOR BIDS

CONSTRUCTION DOCUMENTS
FOR BIDS

CONSTRUCTION DOCUMENTS
FOR BIDS





Attachment #31 - 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

Design Team Cost Category	Days	Cost
Pre-Design & Schematic Design	42	\$107,640.00
Design Development	42	\$135,500.00
Construction Documents (Bidding Included)	105	\$189,400.00
Construction Administration	425	\$198,100.00
Reimbursables*	Subtotal 614	\$566,640.00
Work Allowance		\$25,000.00
Total Project Architectural Cost		\$591,640.00
Alternate: Solar/Environmental Design**		\$96,000.00
ES: Construction Cost: 1.00		
Total Project Architectural Cost With Alternate		\$746,640.00

*Reimbursables have been added to the above schedule.

Alternate: Solar / Environmental Design Description:
 Our services for the Solar Array situated on the roof (s) building locations include Design/Engineering Concepts, Structural Roof Plane/Diaphragm Analysis, Roof Attachment and Roofing Material Analysis, Electrical Engineering & Battery/Power Storage/Backup, "Power Walls". Green initiatives beyond the rooftop Solar Arrays will be preliminarily evaluated for feasibility.



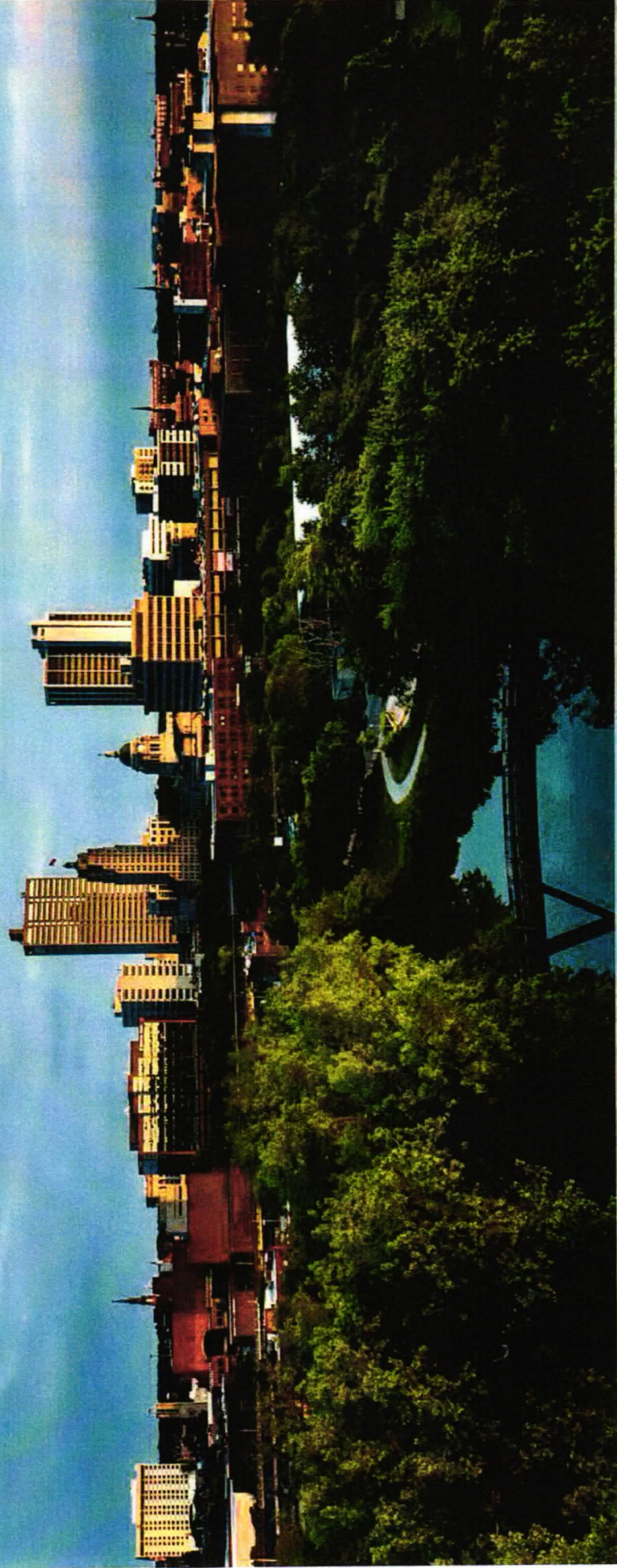
Attachment #2 - Scope of Services Fee Proposal
Avenue of Autos Building Modifications for Facilities Relocation

Reimbursables	Cost
Geotechnical Soil Surveys (1 Site)	\$5,000.00
Boundary, Topographical As-Built Surveys (4 Bldgs) <small>Coordination of and additional survey information needed beyond owner provided survey</small>	\$14,000.00
Permit Filing Fees & Coordination (4 Bldgs)	\$5,000.00
Renderings / Graphic Representations	\$6,000.00
Plan Commission / BZA / Public Meetings / Preparation	\$5,000.00
Legal Services, Attorney Fees	\$5,000.00
Independent Cost Estimate for Construction (4 Bldgs)	\$15,000.00
TOTAL REIMBURSABLES COST	\$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.
 Permitting, filing fees to State and Local Approval Agencies has been included.
 Building Permit for Construction will be part of General Contractor's requirements/responsibility.



City of
FORT WAYNE
cityoffortwayne.org



Thank you

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/RFQ #	RFQ #2022-03-AC (QUEST #8151355)
Awarded To	Hoch Associates, PC
Amount	\$740,640.00; (Amendment No. 1-\$95,000.00 11/28/2024)
Conflict of interest on file?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Number of Registrants	1
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 checked="" type="checkbox"/> No <i>If no, explain below</i>
If not lowest, explain	The Competitive Sealed Proposal (CSP) process outlined in the General Summary of Processes for Procurement of Professional Services.

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available):</i>	
--	--

DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary:</i>	Amendment No. 2 to the Professional Service Agreement between the City of Fort Wayne and Hoch Associates, for additional service fees of \$285,000.00 in relation to the Avenue of Autos – Building Modifications for Facilities Relocation Project. Total fees not to exceed \$1,120,640.00.

REQUEST FOR PRIOR APPROVAL

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

FUNDING SOURCE

<i>Account Information:</i>	00022004-5454



CITY OF FORT WAYNE

SHARON TUCKER, MAYOR

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

July 2, 2025

City Council Members
City of Fort Wayne

RE: Hoch Associates, PC
Professional Service Agreement – Amendment No. 2

Dear Council Members:

We are asking for City Council approval of Amendment No. 2 of the Professional Service Agreement between the City of Fort Wayne and Hoch Associates, for additional service fees of \$285,000.00 in relation to the Avenue of Autos – Building Modifications for Facilities Relocation Project. More specifically, this is to finalize the Construction Documents and Specifications and provide Construction Administration for the 335 Murray Street renovation to include new Test Lab, Right of Way Landscape shop and office, and Bridge and Levee Shop and office.

The funds for these expenditures will be appropriated out of Fund 00022004-5454.

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

Sincerely,

Barry C. Marquart
Director, Building & Grounds

ENHANCED QUALITY OF LIFE FOR ALL

CITIZENS SQUARE

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

An Equal Opportunity Employer

BILL NO. S-25-07-16

REPORT OF COMMITTEE ON FINANCE

August 05, 2025

Nathan Hartman Chair

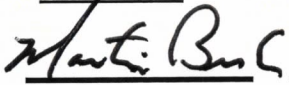



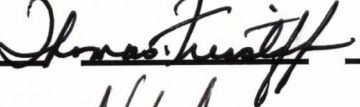

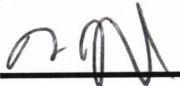
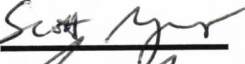
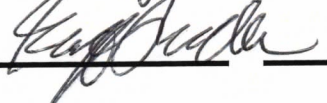
Geoff Paddock Co-Chair

All Council Members

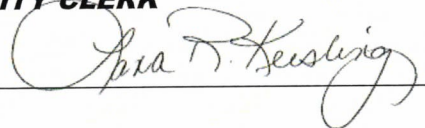
An Ordinance approving Amendment No. 2 to Professional Services Agreement for the Avenue of Autos - building modifications for facilities relocations - between Hoch Associates, P.C. and the City of Fort Wayne, Indiana, by and through its Board of Public Works

Involving additional service fees of \$285,000.00

COMMITTEE ON FINANCE 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>
<u>BENDER</u>			
<u>BOOKER</u>			
<u>CHAMBERS</u>			
<u>ENSLEY</u>			
<u>FREISTROFFER</u>			
<u>HARTMAN</u>			
<u>JEHL</u>			
<u>MYERS</u>			
<u>PADDOCK</u>			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

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

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

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

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
BENDER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BOOKER	<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"/>
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"/>
HARTMAN	<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"/>
MYERS	<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"/>

DATED: August 12, 2025




 LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-25-07-16 on the 12th day of August, 2025

ATTEST:



 LANA R. KEESLING
 CITY CLERK



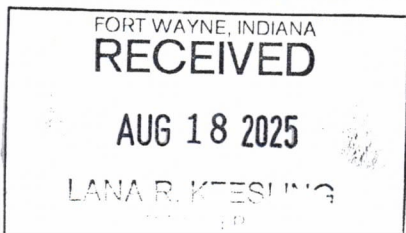
 PRESIDING OFFICER

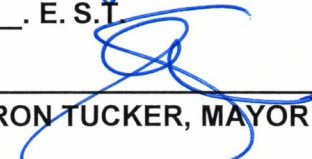
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th of August 2025, at the hour of 10:55 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 18th day of August 2025, at the hour of 10:48 o'clock A.M. E. S.T.





 SHARON TUCKER, MAYOR