

BILL NO. S-25-09-08

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE amending the not-to-exceed amount of RFP #8572473 for Oxford Street Streetscape by the City of Fort Wayne by and through its Department of Purchasing and Jones Petrie Rafinski for the City of Fort Wayne Division of Community Development.

WHEREAS, on December 19, 2023, the Common Council adopted Special Ordinance S-23-12-11 approving a contract in the amount of Two Hundred Seventy-One Thousand Five Hundred Fifty-Two Dollars (\$271,552) for professional design and engineering services for the improvement of Oxford Street streetscapes from Lafayette Street to Anthony Boulevard ("Oxford Streetscape Design"); and

WHEREAS, due to unforeseen circumstances, in March 2024 a Change Order for \$88,500, was approved administratively, increasing the not-to-exceed contract amount to Three Hundred Sixty Thousand Fifty-Two Dollars (\$360,052); and

WHEREAS, a second change order requested by the contractor in July 2024, was approved administratively, increasing the not-to-exceed contract amount to Three Hundred Eighty-Seven Thousand Three Hundred Fifty-Two Dollars (\$387,352); and

WHEREAS, a third change order, attached hereto as Exhibit A, has been requested by the contractor, which would increase the agreed-upon amount by Sixty-Eight Thousand Seven Hundred Fifty Dollars (\$68,750), exceeding the \$100,000 threshold beyond which Common Council approval is required.

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

SECTION 1. That the amended not-to-exceed contract amount for Oxford Streetscape Design shall be Four Hundred Fifty-Six Thousand Five Hundred Two Dollars (\$456,502).

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 Heiny, City Attorney



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

August 6, 2025

Fort Wayne Community Development
200 E. Berry Street, Suite 320
Fort Wayne, IN 46802

**RE: ADDITIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES FOR PROJECT REVISIONS ON OXFORD STREET IMPROVEMENTS**

Dear Hayley Bondi:

Thank you for contacting Jones Petrie Rafinski, Corp. ("JPR") to provide design services. JPR is pleased to present this Additional Services Agreement ("Agreement") to Fort Wayne Community Development ("Client") to provide professional services for the design revisions and inclusion of a stormwater trunkline along part of the Oxford Street Corridor. We have prepared this Additional Services Agreement to match the scope of the work as we understand it.

The current total design contract is \$385,602.00 with an additional \$1,750.00 for additional meetings and site visits.

Project Understanding:

In an effort to improve the stormwater network in the Oxford Community and prepare for future improvements on the southeast side of Fort Wayne, the City of Fort Wayne is seeking to install a new stormwater trunkline (+/- 350 linear feet) along the Oxford Street corridor from Anthony Blvd on the east end to Lillie Street on the west end. With the inclusion of this network, the project will continue to be designed in three phases with the same organization and scope as before, except with an extension eastward to S Anthony Blvd for the stormwater improvements.

The following are the tasks that JPR will perform.

Stormwater Trunkline:

Prior to beginning design efforts, JPR will conduct a site visit to develop a figure for the City to identify existing structures that need to be cleaned throughout the corridor so that accurate invert elevations can be determined. After the City has cleaned the structures, survey crews will gather the necessary invert elevations and pipe information. This information will be incorporated into the existing topographic survey. On an as needed basis through the allowance noted below, JPR will provide a potholing figure for the City to conduct potholing investigations of existing sanitary laterals or other existing utilities anticipated to potentially conflict with the proposed stormwater trunkline or other proposed improvements. This step of investigation will be key in determining the elevations at which the trunklines can be installed.

This information will also be helpful as JPR evaluates the existing stormwater network and proposed adjustments to watershed patterns and proposed new stormwater structures. JPR will evaluate each revised watershed to understand the impacts of that watershed on the existing stormwater pipe network with the goal of reducing peak flows into the stormwater network at the location of each newly proposed stormwater structure. Reducing peak flows could be accomplished through a variety of methods: reducing impervious area, inclusion of green infrastructure, incorporating a restricting orifice on the release pipe, etc. JPR will evaluate the options and coordinate with the City and the stormwater team to develop an appropriate approach to maintaining proposed improvements while reducing peak flows to the stormwater system.

The team will also adjust all plans to incorporate the new project limits and boundaries included within the third phases to include the scope to S Anthony Blvd.

Continued utility coordination will occur with all utility providers as the scope of the project now includes the installation of the stormwater system at the east end of the Oxford Street corridor. All plans will be updated accordingly to account for these revisions:

- Complete detailed design of the Oxford Street corridor and the subsequent creation of a complete and certified plan set for each of the three (3) project phases;
- Revised Title Sheet
- Revised Demolition Plans
- Revised Typical Sections
- Revised MOT Plans and Details (with additional sheets to account for the new stormwater trunkline)
- Revised Dimensional Plans
- New Storm and Grading Plan and Profiles
- Utility and Stormwater Management Plans
- Revised Erosion Control Plans
- Revised Landscape Plans
- Revised Lighting Plans
- Revised Pavement Markings and Signage Plans
- Revised Sheet Sign Table Sheets
- Revised Structure Tables
- Revised Construction Details (including additional details needed for revised project scope)
- Technical specifications to integrate into the project manual

The design team will meet with the City to review the design revisions and will submit plans for routing. After incorporating the feedback of the City and routing comments, the design team will proceed with progress sets and stamped plans for all three phases.

Throughout this design process, the design team will closely collaborate with the City on the design of the stormwater network system. The design team will provide the necessary plans and information for the City for review and any necessary stormwater modeling. Additionally, the design team will collaborate with the City to ensure that the connection location and invert elevation being proposed match into the master planned vision for the stormwater network for the community.

The design team will prepare the necessary information for the City to submit plans to INDOT for permitting. Additionally, the design team will submit plans to IDEM for the Construction Stormwater General Permit (CSGP).

The design team sees great value in continuing collaboration with the Oxford Community and has accounted for attending two additional Oxford Community Association meetings. We would anticipate attending one meeting in the Fall of 2025 to provide the community with an overall update on the project and to specifically make them aware of the major project updates: installation of a stormwater network at the east end. We believe that this will be a key step in the long-term success of the project as we are able to aid the City by keeping the community informed and allowing their voices to be heard. We will also plan to attend another Oxford Community Association meeting near the time of bidding or near construction.

Deliverables: Existing Structures To Clean Figure and 60% / 90% and Stamped Plan Sets

Anticipated Timeline:

JPR anticipates incorporating the necessary plan revisions into the plans and collaborating with the City to finalize the stormwater connections so that full plans and project manual are developed and Phase I of the improvements can be bid in the winter of 2025 for construction throughout the 2026 construction season.

Compensation:

The additional lump sum fee to provide the tasks outlined above would be an hourly-not-to-exceed fee of \$68,750.00.

Given the potential presence of a variety of utilities throughout this corridor that could pose conflicts to proposed improvements, JPR is proposing the inclusion of a \$1,500.00 allowance for coordination with the City on potholing efforts that would be performed by the City.

JPR may adjust its fee schedule each year, on a January 1st to December 31st cycle. The Standard Hourly Rates may be increased by up to 5% annually to reflect equitable changes in the compensation payable to Engineer.

This Agreement represents an offer to perform services. If this offer is not accepted by returning a fully executed copy of this Agreement to JPR within 45 days of the date of this proposal, the offer to perform services as described herein will expire and be deemed to have been revoked.

Clarifications:

Please be advised that the services and fees quoted above do not include the following activities:

- Out-of-scope services are not included in this proposal but can be provided as an Additional Service at our standard hourly rates (work will not commence on any out-of-scope services unless and until approved by the client).
- Camera efforts on existing combined sewer lines (performed by City)
- Potholing of sanitary laterals and existing utilities (performed by City)
- Stormwater modeling (City noted not to be required)
- Stormwater permitting (City noted not to be required)
- ROW or Easement Services

Thank you again for the opportunity to provide you with this Additional Services Agreement. Should you have any questions regarding this Agreement we would be pleased to discuss. Please indicate your acceptance of this Project Services Agreement including the attached Schedule of Charges and General Conditions by signing and returning one copy for our records. We look forward to working with you on this exciting project.

Sincerely,



Nathan Deig
Director of Landscape Architecture

AUTHORIZATION & NOTICE TO PROCEED

I hereby approve the Project Services Agreement provided herein and authorize JPR to proceed with the work and services discussed and included above.

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

Phone: _____

Email: _____

Billing Contact: _____

Phone: _____

Email: _____

J:\Proposals\C\City Of Fort Wayne\2023\Oxford Streetscape\Additional Services\Change Order #3 - Stormwater Trunk Line\2025-08-05 Oxford Streetscape - Change Order #3.Docx



JPR Corp. - Standard Terms & Conditions

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Invoices & Payment:

JPR shall submit invoices monthly or at project completion for services performed and expenses incurred under this Agreement. Payment is due upon Client's receipt of invoice and shall be considered past due if payment is not received within thirty (30) calendar days from date of invoice.

JPR retains the right to assess Client a finance charge of one and one-half percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices that are not paid within thirty (30) calendar days from date of invoice.

The Client's obligation to pay for services performed by JPR shall not be reduced due to the Client's inability to obtain financing, zoning, approval of regulatory agencies, or any other reason.

Acceptance:

If Client gives JPR verbal, emailed, or written notification to proceed with services outlined in this Agreement, without providing a signed copy of this Agreement, it will be considered as mutually understood that Client and JPR will be contractually bound by this Agreement, even in the absence of signed written authorization. Client's acceptance of services under this agreement will be deemed approval of the Agreement.

Additional Services:

Additional services requested beyond that which is specifically outlined in the Scope of Work may require additional compensation. JPR will provide the Client with a fee amendment for approval prior to performing any additional services. JPR is not responsible for project related delays that result while formal (written) approval of additional services is pending.

Schedule:

JPR is not responsible for any loss or damages resulting from any delays for causes outside JPR's control, including, but not limited to inclement weather, governmental or reviewing agency delays, unforeseen or undisclosed project related conditions, natural disasters, or acts of God.

Insurance:

JPR agrees to procure and maintain, at its expense, Commercial General Liability Insurance, Professional Liability Insurance, and Automobile Liability Insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which JPR is legally liable.

Ownership and Use of Documents:

The Client agrees that JPR owns all reports, documents, and work products, including all associated copyrights, produced as part of this Agreement. JPR grants to the Client a license to utilize the deliverables (plans, reports, etc.) with respect to the project at hand, but any further use of the same beyond the subject project is done so at the user's sole risk and may be subject to copyright enforcement action.

Professional Standard of Care:

The standard of care for all Professional Services performed or furnished by JPR under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Accordingly, JPR is unable to provide a guarantee, or warranty, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by JPR.

Dispute Resolution:

JPR and Client shall resolve all claims and disputes arising out of or related to this Agreement in the following manner:

1. JPR and Client agree to negotiate all disputes in good faith for a period of ten (10) days from the date of notice, prior to invoking mediation.
2. JPR and Client agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Disputes") to private mediation. JPR and Client agree to participate in the mediation process in good faith.
3. If the dispute cannot be settled through negotiation or mediation, then such dispute shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction.

Demand for arbitration must be served in writing on the opposing party no later than one (1) year from the date of substantial completion of JPR's participation in the project.

All mediation or arbitration shall take place in the State of Indiana. Each party shall share equally the fees and expenses of the mediator or arbitrator(s) and other costs incurred by the mediator or arbitrator(s).

Environmental Condition of Site(s)

To the fullest extent permitted by law, the Client shall indemnify and hold harmless JPR from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of any Hazardous Substance at, on, under or from the project site.

Professional Design Services – WITHOUT Construction Phase Services:

Should the Client provide Construction Phase services via either Client's representative(s) or via another consultant, design-builder, or any other 3rd party, JPR's services under this agreement shall be considered complete upon completion of the Final Design efforts, and the Client's official acceptance and/or approval of the JPR provided construction documents. (project plans, specifications, etc.)

Further, and if the Scope of Services associated with this Agreement does not include Construction Phase Services, such as bidding & negotiation oversight, contract administration, full or part time on-site observation/inspection to ensure compliance with Client accepted plans and specifications, review of progress payment requests, change orders, requests for information or clarification submitted by the Contractor, attendance at or administration of pre-construction or construction progress meetings, coordination with utilities, or any other construction phase services typically provided by Professional Civil Engineers and/or Architects, it is therefore understood and agreed that any/all responsibility associated with these critical functions must be assumed by others.

Accordingly, the Client therefore agrees, to the fullest extent permitted by law, to indemnify and hold harmless JPR, its officers, directors, employees and/or subconsultants against any/all claims arising out of or in any way connected to the performance of such activities, or lack thereof, by others, including the Client itself or other entities/consultants in the employ of the Client, and from any and all claims arising from modifications, clarifications, interpretations, plan revisions, redesigns, adjustments, or changes necessarily made to the Contract Documents resultant of site conditions or parameters that become apparent as part of the construction process itself, information not previously known or disclosed by any local or non-local regulatory agencies, certain design considerations not previously disclosed by the Client, availability or lack thereof of either materials or appropriately skilled labor, or any other reason not specifically associated with or directly resultant of negligence or willful misconduct on the part of JPR.

Termination:

The Client or JPR may terminate this Agreement, in whole or in part, by giving seven (7) days written notice if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Upon termination, JPR shall be entitled to invoice Client and receive full payment for all services and reimbursable expenses incurred through the effective date of termination. Where the method of payment is "lump sum" or "fixed fee", the final invoice will be based on the number of hours billed to the project as of the date of termination, a standard hourly rate of \$150 per hour, and incurred reimbursable expenses. An equitable adjustment shall also be made to provide for termination settlement costs, if any, JPR incurs as a result of commitments finalized prior to termination.

Entire Agreement:

The terms of this Agreement are final, and any and all prior written or oral agreements or understandings are superseded by this final signed written agreement. Any changes to the written agreement, the scope of services, or terms and conditions, must be made in writing and signed by both JPR and the Client.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

Controlling Law:

This Agreement shall be governed by the laws of the State of Indiana.

DIGEST SHEET

TITLE OF ORDINANCE. An Ordinance amending the not-to-exceed amount of RFP #8572473 for Oxford Street Streetscape by the City of Fort Wayne by and through its Department of Purchasing and Jones Petrie Rafinski for the City of Fort Wayne Division of Community Development.

DEPARTMENT REQUESTING RESOLUTION. Community Development

SYNOPSIS OF ORDINANCE. In December 2023, the Common Council unanimously approved a \$271,552 contract with local architecture firm Jones Petrie Rafinski (JPR) for the Oxford Street Streetscapes project, spanning from Lafayette to Anthony. Due to unforeseen circumstances and to avoid challenges encountered during the recent Pontiac Street project, JPR recommended additions to the base contract.

In August of 2024, the Common Council approved two additional change orders that increased the not-to-exceed amount to \$387,352. These changes included ground-penetrating radar for locating trolley tracks, Warsaw St. signalization at the request of Public Works, full road reconstruction between Lafayette and Warsaw, and 3D renderings for better public understanding of the project, and the creating of for creating six (6) parking spaces along a side street adjacent to Mt. Calvary Church, which would replace six (6) on-street spaces located in front of the church on Oxford Street that would be lost to construction.

Change Order 3 will incorporate City Utilities' new stormwater trunkline along Oxford Street from S Anthony Boulevard to Lillie Street and help reduce peak flow into the stormwater system. This was not part of the original scope of work for JPR; therefore, City Utilities is willing to cost-share by contributing \$42,150.00 to this project.

EFFECT OF PASSAGE. By coordinating with City Utilities, we will be able to save over \$100,000 of taxpayers' dollars since design and construction will be happening tangentially.

EFFECT OF NON-PASSAGE. City utilities will have to design, bid, and construct this project separately from this project. Not only will this cost the City and taxpayers more money, but it will also increase frustration that a newly paved road will need to be torn up to install additional infrastructure.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS). The amount of Change Order 3 is \$68,750.00, for an amended total contract amount of \$456,102. Funds for the Change Orders would draw \$26,600.00 from LIT-ED Southeast Neighborhood Plan Fund and \$42,150.00 from Stormwater Revenue Fund.

ASSIGNED TO COMMITTEE (PRESIDENT). _____



COMMUNITY DEVELOPMENT REDEVELOPMENT

Sharon Tucker, Mayor

City of Fort Wayne
Community Development
200 E Berry Street, Suite 320
Fort Wayne, IN 46802
260-427-2150 fwcommunitydevelopment.org

MEMO

To: City of Fort Wayne Common Council

Copy: City of Fort Wayne Community Development Division

From: PJ Thuringer, Community Development Administrator, 427-2144

Subject: Amending the not-to-exceed amount for a Design and Engineering Contract with JPR for the Oxford Street Streetscapes

Date: September 9, 2025

Community Development hereby requests Common Council approval for an amendment to a contract between Community Development and Jones Petrie Rafinski (JPR) for design and engineering services for the Oxford Street Streetscapes between Lafayette and Anthony in southeast Fort Wayne.

The Oxford Street Streetscape project is a crucial step in implementing the 2021 Southeast Strategy Update. Oxford Street, identified as a historical commercial corridor, currently lacks the necessary elements for a safe, accessible, and aesthetically pleasing environment. The proposed enhancements include implementing traffic calming solutions, reconstructing curbs and sidewalks to meet ADA standards, updating stormwater drainage, and installing pedestrian-scale lighting. The treatment is similar to that which has recently been installed on Pontiac Street.

City Utilities has requested that JPR incorporate a new trunkline design into the plans. In August 2025, a change order for \$68,750 was requested to make these changes. This, combined with the previous change orders, exceeds the \$100,000 threshold beyond which Council approval is required.

Change Order Three (3) is attached, as is the Digest Sheet summarizing the need for the modifications.

Please feel free to contact me directly if you have any questions.

PJ Thuringer

Community Development Administrator

O: 260.427.2144

Paul.Thuringer@cityoffortwayne.org

