

1 **BILL NO. S-24-08-10**

2 SPECIAL ORDINANCE NO. S- 101-24

3  
4 **AN ORDINANCE** amending the not-to-exceed amount  
5 of RFP #8572473 for Oxford Street Streetscape by the  
6 City of Fort Wayne by and through its Department of  
7 Purchasing and Jones Petrie Rafinski for the City of Fort  
8 Wayne Division of Community Development.

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

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

18 **WHEREAS**, a second change order, attached hereto as Exhibit B, has  
19 been requested by the contractor, which would increase the agreed-upon amount by  
20 Twenty-Seven Thousand Three Hundred Dollars (\$27,300), and which, combined  
21 with the first change order, would exceed the \$100,000 threshold beyond which  
22 Common Council approval is required.

23  
24  
25 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE**  
26 **CITY OF FORT WAYNE, INDIANA:**

27 **SECTION 1.** That the amended not-to-exceed contract amount for  
28 Oxford Streetscape Design shall be Three Hundred Eighty-Seven Thousand Three  
29 Hundred Fifty-Two Dollars (\$387,352).  
30



## Exhibit A

### CHANGE ORDER NO. 1

#### TO THE CONTRACT FOR Oxford Streetscape – Design and Engineering Services

THIS Change Order No. 1 ("Change Order") is entered into this 4 day of March, 2024, by and between **Jones Petrie Rafinski** ("Consultant"), and the **City of Fort Wayne, IN** ("City") for the consideration hereinafter named, to wit:

#### CHANGES TO THE CONTRACT

1. On August 7, 2023, City entered into an agreement with Consultant in the amount of \$269,802.00 (the "Contract") for design and engineering services with an additional \$1,750.00 for additional meetings and site visits (the "Project").
2. During the course of work on the project, the additional work itemized on attached Exhibit A was determined to be necessary, which additional work was not foreseen at the time that the scope of work was developed for the Contract.
3. The total increase in the contracted price by this change order is Eighty-Eight Thousand Five Hundred and 00/100 (\$88,500.00).

#### AMENDED CONTRACT PRICE

The amended total contract price is the not-to-exceed amount of Three Hundred Fifty-Eight Thousand Three Hundred Two and 00/100 Dollars (\$358,302.00) with an additional One Thousand Seven Hundred Fifty (\$1,750.00) for additional meetings and site visits.

#### EFFECT OF THE ORIGINAL CONTRACT

All terms and conditions of the Contract, whether or not repeated in this Change Order, are in all respects intact and are fully applicable to this Change Order, except as specifically modified by this Change Order.

[Remainder of page intentionally blank; signatures appear on following page]

IN WITNESS WHEREOF, the Parties have executed this Instrument on the date first written above.

By: **CONSULTANT**  
Nathan Deig  
Signature  
Nathan Deig  
Printed Name  
Director of Landscape Architecture  
Title

By: **CITY**  
Jonathan Leist  
Signature  
Jonathan Leist, CD Director

Attest: Sydney King  
Signature  
Sydney King  
Printed Name  
Graduate Landscape Architect  
Title  
3/4/2024  
Date

Attest: Hayley Bondi  
Signature  
Hayley Bondi  
Printed Name  
Landscape Architect  
Title  
3/4/24  
Date

*This instrument prepared by Hayley Bondi, Urban Designer and Landscape Architect,  
Redevelopment Department, 200 East Berry Street, Suite 320, Fort Wayne, Indiana 46802.*



Exhibit A

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

February 29, 2024

Hayley Bondi  
Urban Designer and Landscape Architect  
Fort Wayne Community Development  
Fort Wayne, IN 46802

**RE: OXFORD STREETScape – ADDITIONAL DESIGN SERVICES**

Dear Hayley,

Thank you for the opportunity to submit this proposal for the additional services required for the project completion of the Oxford Streetscape Improvements. This is a great project for the community and JPR has greatly appreciated working with the City through community engagement and the early phases of design. We are recognizing that this project in particular will require additional scope beyond what was originally anticipated and allocated.

The current total design contract is \$269,802 and an additional \$1,000 set aside for additional meetings and an additional \$750 set aside for additional site visits. Below is a breakdown of JPR's requested contract adjustments in response to the following additional services.

**Task 1 – GPR and Potholing for Trolley Tracks:**

In an effort to learn from the improvements on Pontiac Street and in an effort to minimize potential surprises during construction, it was proposed to perform a further investigation into the exact location of the two sets of trolley tracks anticipated to be located beneath Oxford Street from Warsaw Street to Anthony Blvd. First ground penetrating radar (GPR) will be utilized in strategic locations to locate the old trolley tracks. Upon locating the trolley tracks with GPR it would then be coordinated to have a contractor spend one day to pothole up to 4-6 locations within the roadway to help verify the findings of the GPR and then to verify the depth of the trolley tracks below the existing roadway. The information gathered from these two investigations would then be utilized to inform any design decisions that might be made now to reduce conflicts with the trolley tracks and thus hopefully save on construction costs.

Additional design fee subtotal: \$14,500

**Task 2 – Title Search for +/-130 Parcels Along Corridor:**

In performing the survey fieldwork for the 1 mile corridor on Oxford Street, our survey crews were only able to find monumentation for 28 property corners along Oxford Street. Knowing that there are +/-130 total properties along this corridor, there should be a lot more than 28 locations for monumentation. Knowing this, our field crews extended their search along the cross streets and back of properties but were only able to find a total of 90 locations. Given that the exact location of property lines in a streetscape project like this are important, our recommendation would be to perform a title search for the +/-130 properties along this corridor to gather the additional detailed information needed to provide accurate property lines. JPR will enlist the services of Titan Title to perform the title search process and then will utilize this information to update the property lines as appropriate.

Additional design fee subtotal: \$33,400

**Task 3 – Additional Public Meetings:**

The City requested that the design team attend an additional community engagement meeting by attending and presenting at the Oxford Community Association Quarterly Meeting on March 10<sup>th</sup>. In addition, the City is organizing an additional public input session for sometime in March/April. JPR plans to attend this

meeting and in doing so will also be preparing a presentation with supporting graphics and a new rendering for the one mile corridor of improvements.

Additional design fee subtotal: \$5,900

**Task 4 – Warsaw Street Traffic Signalization:**

Based on requests by the City of Fort Wayne Traffic Department, the design team will be working to upgrade the signalization system at the Warsaw Street Intersection to be up to date and to incorporate any adjustments to the traffic flow patterns proposed by the Oxford Streetscape improvements. The design team will incorporate additional plans and details within the plan set and the necessary coordination with the City to accomplish this task.

Additional design fee subtotal: \$14,000

**Task 5 – Full Reconstruction (US27 to Warsaw):**

Based on the very poor concrete conditions that exist on Oxford Street from US 27 to Warsaw Street, it was determined by the City that this section of roadway should be fully reconstructed as new asphalt roadway. The design team will incorporate revisions to the plans to remove the existing roadway and to install a new asphalt roadway corridor for this entire stretch while also utilizing this redesign to improve grade conditions throughout the corridor. The design team will also coordinate the improvements with INDOT.

Additional design fee subtotal: \$49,500

**Task 6 – Perspective Renderings:**

The City has requested a perspective rendering of the proposed improvements near the Oxford Community Association building and Peaceful Path Park for use on the City's Engage website and the flyer that will be mailed out to the community for the public engagement session noted in Task 3. JPR will develop up to three perspective renderings from a 3D modeling program for the City's use and for presenting at the public engagement session noted in Task 3. These renderings will provide a realistic view of all proposed improvements from site furnishings and gateways to pavement design.

Additional design fee subtotal: \$4,600

**Total Additional Compensation**

The Total Additional Compensation is as follows:

Task 1 – GPR and Potholing for Trolley Tracks	\$14,500
Task 2 – Title Search for +/-130 Parcels Along Corridor	\$33,400
Task 3 – Additional Public Meetings	\$5,900
Task 4 – Warsaw Street Traffic Signalization	\$14,000
Task 5 – Full Reconstruction (US 27 to Warsaw)	\$49,500
Task 6 – Perspective Renderings	\$4,600
<b>Total Contract Amount</b>	<b>\$88,500</b>

Again, this is a project we are honored to be a part of and look forward to many more. Thank you for taking these additional items into consideration. Please feel free to call me at 260-422-2522 with any questions.

Sincerely,



Nathan Deig, PLA  
Director of Landscape Architecture

PROPOSAL ACCEPTANCE

Please initial next to the tasks approved and then this proposal is hereby accepted and authorization to proceed is hereby granted:

Task 1 – GPR and Potholing for Trolley Tracks (\$14,500)  
 Task 2 – Title Search for +/-130 Parcels Along Corridor (\$33,400)

Task 3 – Additional Public Meetings (\$5,900)

Task 4 – Warsaw Street Traffic Signalization (\$14,000)

Task 5 – Full Reconstruction (US 27 to Warsaw) (\$49,500)

Task 6 – Perspective Renderings (\$4,600) (3) B-6 - gateway easy to revise  
↳ could do a quick video.

Accepted By: Jonathan Leist Date: 3/1/24

Printed name and title: Jonathan Leist

## Exhibit B

### CHANGE ORDER NO. 2

#### TO THE CONTRACT FOR Oxford Streetscape – Design and Engineering Services

THIS Change Order No. 2 ("Change Order") is entered into this 29 day of July, 2024, by and between **Jones Petrie Rafinski** ("Consultant"), and the **City of Fort Wayne, IN** ("City") for the consideration hereinafter named, to wit:

#### CHANGES TO THE CONTRACT

1. On August 7, 2023, City entered into an agreement with Consultant in the amount of \$269,802.00 (the "Contract") for design and engineering services with an additional \$1,750.00 for additional meetings and site visits (the "Project").
2. On July 20, 2022, the City approved Change Order No. 1 to the Contract which added \$88,500.00 to the contract, totaling \$358,302.00 with an additional \$1,750.00 for additional meetings and site visits.
3. During the course of work on the project, the additional work itemized on attached Exhibit A was determined to be necessary, which additional work was not foreseen at the time that the scope of work was developed for the Contract.
4. The total increase in the contracted price by this change order is Twenty-Seven Thousand Three Hundred and 00/100 (\$27,300.00).

#### AMENDED CONTRACT PRICE

The amended total contract price is the not-to-exceed amount of Three Hundred Eighty-Five Thousand Six Hundred Two and 00/100 Dollars (\$385,602.00) with an additional One Thousand Seven Hundred Fifty (\$1,750.00) for additional meetings and site visits.

#### EFFECT OF THE ORIGINAL CONTRACT

All terms and conditions of the Contract, whether or not repeated in this Change Order, are in all respects intact and are fully applicable to this Change Order, except as specifically modified by this Change Order.

[Remainder of page intentionally blank; signatures appear on following page]

**IN WITNESS WHEREOF**, the Parties have executed this instrument on the date first written above.

**CONSULTANT**

By:

Nathan Deig

Signature

Nathan Deig

Printed Name

Director of Landscape Architecture

Title

Attest:

Sydney King

Signature

Sydney King

Printed Name

Landscape Architect

Title

7/30/24

Date

**CITY**

By:

Jonathan Leist

Signature  
Jonathan Leist, CD Director

Attest:

Hayley Bondi

Signature

Hayley Bondi

Printed Name

Landscape Architect

Title

7/29/24

Date

*This instrument prepared by Hayley Bondi, Urban Designer and Landscape Architect,  
Redevelopment Department, 200 East Berry Street, Suite 320, Fort Wayne, Indiana 46802.*



July 29, 2024

Hayley Bondi  
Urban Designer and Landscape Architect  
Fort Wayne Community Development  
Fort Wayne, IN 46802

**RE: OXFORD STREETScape – ADDITIONAL DESIGN SERVICES**

Dear Hayley,

Thank you for the opportunity to submit this proposal for the additional services required for the project completion of the Oxford Streetscape Improvements. This is a great project for the community and JPR has greatly appreciated working with the City through community engagement and the early phases of design. We are recognizing that this project in particular could require additional scope beyond what was originally anticipated and allocated.

The current total design contract is \$358,302 (\$269,802 plus Change Order 1 of \$88,500) and an additional \$1,000 set aside for additional meetings and an additional \$750 set aside for additional site visits. Below is a breakdown of JPR's requested contract adjustments in response to the following additional services.

**Task 1 – Full Reconstruction (Warsaw to Anthony Blvd):**

Based on the current removal limits of the asphalt to account for the proposed bumpouts and curb replacements, there will be an area of less than 15' of existing asphalt that would remain. During construction, it is anticipated that the heavy loads of frequent construction traffic using this narrow corridor would provide significant damage to the remaining roadway. Even with a mill and resurface over this area, the new roadway would likely show significant cracking within a couple years. Full reconstruction of the corridor would alleviate this and provide a better finished roadway surface that will have a longer longevity. By conducting a full reconstruction of the roadway corridor, more flexibility will be provided on the grades within the roadway that would likely allow for costs savings on anticipated new stormwater infrastructure while also allowing for improved grade conditions throughout the roadway and sidewalk within the corridor. This scope includes the plan revisions and coordination required to complete the design of reconstruction plans for the improvements from Warsaw Street to Anthony Boulevard. We anticipate this effort would include the creation of roughly 10 new plan and profile sheets and 30 new cross section sheets in addition to other plan revisions.

Additional design fee subtotal: \$224,250

**Task 2 – Mt. Calvary and Avondale Drive Area Design:**

Through meetings with Mt. Calvary Missionary Baptist Church it was noted that the proposed improvements along the Oxford Street corridor would cause significant hardship on their church community. Not only would their access be impacted during the construction timeframe, but they will lose at least six on-street parking spaces along Oxford Street that are located very close to their front entrance. At this time they don't have their own private parking, so they rely heavily on the on-street parking. This scope would include the design of +/-6 angled parking spaces on the east side of Avondale Drive that could be utilized by the church. Due to the significant slope change that occurs on the east side of Avondale Drive, a retaining wall would need to be designed to retain the existing grade and provide space for the parking spaces and walkway. This scope includes conducting additional topographic survey in the area to gather information about the existing grades and utilities and also involves conducting soil borings in the area of the retaining wall to inform design decisions about the retaining wall.

Additional design fee subtotal: \$29,900

**Task 3 – Removal of Landscape Plan Plant Callouts:**

It has been requested that City will specify all plant material (trees, shrubs, perennials, and groundcover) to be included in the proposed project, with JPR providing the layout design for all plant material with basic circles based on guidelines from the City. JPR will incorporate additional planting details into the plan set per the request of the City.

Reduction in design fee subtotal: \$2,600

**Task 4 – Exhibit for Additional Easement/ROW:**

Prepare summary of required easement or right-of-way acquisition. Submit summary to agent/company qualified to research title history to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that will be subject to easement or right-of-way acquisition. Based on findings of title work, prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. This work shall be prepared in conformance to the City's Design Manual, Unit I, Chapter 4.

Additional design fee subtotal: \$1,800

**Total Additional Compensation**

The Total Additional Compensation is as follows:

Task 1 – Full Reconstruction (Warsaw to Anthony Blvd)	\$224,250
Task 2 – Mt. Calvary and Avondale Drive Area Design	\$29,900
Task 3 – Removal of Landscape Plan Plant Callouts	<u>-\$2,600</u>
<b>Total Contract Amount</b>	<b>\$251,550</b>
Task 4 – Exhibit for Additional Easement/ROW	\$1,800 per easement/ROW

Again, this is a project we are honored to be a part of and look forward to many more. Thank you for taking these additional items into consideration. Please feel free to call me at 260-422-2522 with any questions.

Sincerely,



Nathan Deig, PLA  
Director of Landscape Architecture

**PROPOSAL ACCEPTANCE**

Please initial next to the tasks approved and then this proposal is hereby accepted and authorization to proceed is hereby granted:

Task 1 – Full Reconstruction (Warsaw to Anthony Blvd)

Task 2 – Mt. Calvary and Avondale Drive Area Design

Task 3 – Removal of Landscape Plan Plant Callouts

Task 4 – Exhibit for Additional Easement/ROW

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name and title: \_\_\_\_\_



**Exhibit B**  
**JPR Corp. - Standard Terms & Conditions**  
**Page 1 of 1**

**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 3<sup>rd</sup> 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.

Change Order #1 (CO#1), amounting to \$88,500, was approved administratively, as it was under the \$100,000 threshold beyond which Council approval is required. It 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.

Change Order #2 (CO#2) involves design services for creating 6 parking spaces along a side street adjacent to Mt. Calvary Church, which would replace 6 on-street spaces located in front of the church on Oxford Street that would be lost to construction. It also includes a credit to the City for landscaping plans which will now be undertaken by the City instead of the contractor. CO#2 increases the contract by \$27,300, which, combined with CO#1, exceeds \$100,000, requiring Council approval.

**EFFECT OF PASSAGE.** Currently, the first two blocks of Oxford east of Lafayette, which includes the Church, lack sidewalks, creating a dangerous condition for pedestrians in a dense urban area. This project includes constructing a sidewalk along these blocks. However, a sidewalk across the Church property will require an easement from the Church. The Church supports the project but relies heavily on convenient on-street parking for its elderly members and because the Church itself lacks a parking lot. Passage of this ordinance will mitigate the hardship on the Church by ensuring that replacement parking spaces are included in the project scope.

**EFFECT OF NON-PASSAGE.** Funds for CO#1 were approved administratively and the work has been completed. If this ordinance does not pass, the work in CO#2 will not proceed, which could severely complicate construction of an ADA-compliant sidewalk along this block, and/or fail to mitigate a significant hardship for the Church.

**MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS).** The cumulative amount of Change Orders 1 and 2 is \$115,800, for an amended total contract amount of \$385,602. Funds for the Change Orders would be drawn from the LIT-ED Southeast Neighborhood Plan 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](http://fwcommunitydevelopment.org)

## MEMO

**To:** City of Fort Wayne Common Council

**Copy:** City of Fort Wayne Community Development Division

**From:** Joe Giant, 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:** August 8, 2024

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.

JPR is nearly finished with the plans for the corridor. In March 2024, a change order for \$88,500 was requested and approved administratively. A second change order has been requested which, combined with the first change order, exceeds the \$100,000 threshold beyond which Council approval is required.

Both Change Orders are attached, as is the Digest Sheet summarizing the need for the modifications.

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

**Joe Giant**  
Community Development Administrator  
O: 260.427.2144  
[Joe.Giant@cityoffortwayne.org](mailto:Joe.Giant@cityoffortwayne.org)



**BILL NO. S-24-08-10**

**REPORT OF COMMITTEE ON FINANCE**

**August 20, 2024**

***Marty Bender Chair***



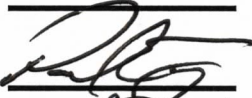






***Rohli Booker Co-Chair***

***All Council Members***

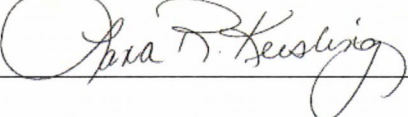
An Ordinance amending the not-to-exceed amount of RFP #8572473 for Oxford Street Streetscape by the City of Fort Wayne by and through its Department of Purchasing and Jones Petrie Rafinski for the City of Fort Wayne Division of Community Development

*A second change order of \$27,300.00, amending not-to-exceed contract amount to \$387,352.00*

**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

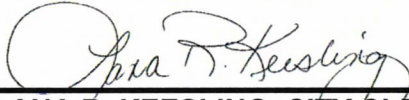
Read the first time in full and on motion by Councilperson Booker.

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

Read the third time in full and on motion by Councilperson Booker, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 27, 2024

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-24-08-10 on the 27th day of August, 2024

ATTEST:

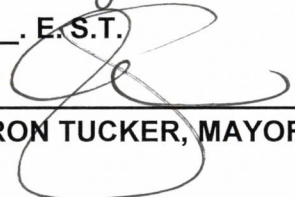
  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th of August 2024, at the hour of 10:35 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 28<sup>th</sup> day of August 2024, at the hour of 1:11 o'clock p.m. E.S.T.

  
 \_\_\_\_\_  
 SHARON TUCKER, MAYOR

