

## Board of Park Commissioners Change Order Approval Form

**Brewer Park Redevelopment Professional Design Services**

**Project: 2023007**

**Change Order Approval Request**

**Original Scope of Work:**

The original scope of this project included design and construction administration services for the Brewer Park Redevelopment Project. The Parks Department requested, of the designer, additional on-site meetings and services as part of the construction review process.

The \$4,812.50 in design service additions brings the new contract amount for the design portion of the project to \$193,107.91.

**Board Approval:**

At this time, I would like to ask the Board of Park Commissioners for approval of a change increase in the contract with **Jones Petrie Rafinski Corp.** in the amount of \$4,812.50 for this project with funds from the Parks Cumulative Capital Funds.

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The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **November 6, 2025**, to approve the above-referenced project and **increase** to the contract, in the amount of **\$4,812.50**.

*On the date stated, we, the Board of Park Commissioners do ATTEST,* sign the above-referenced and attached documents, and approve as presented.

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Justin Shurley, President

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Cory Miller, Vice-President

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Richard Briley, Commissioner

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Jenna Jauch, Commissioner

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Steve McDaniel, Director/ Board Secretary



## FORT WAYNE PARKS AND RECREATION

705 E. State Boulevard

Fort Wayne, IN 46805

(260) 427-6000

www.fortwayneparks.org

### Change Order No. 3 – Brewer Park Redevelopment #2023007

Issuant Date:	10/28/2025	Owner's File No. (P.O.):	23121143
Contractor:	Jones Petrie Rafinski Corp	Contract For:	Design Services

#### TYPE OF CHANGE:

Alteration	Addition	Deduction	Other:
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You are authorized to make the following changes to this contract:

Allowance:		
Add:	Additional design work required (see attached)	\$4,812.50
Credit:		
	Credit Remaining Contingency Allowance:	

\$188,295.41	Contract amount prior to this Change Order
\$4,812.50	Net increase resulting from this Change Order
\$193,107.91	Current contract price INCLUDING this Change Order

Change Order Initiator:	Contractor's Acceptance:	Owner's Approval:
By: <u>Dave Weadock</u> Dave Weadock	By: <u>Nathan Deig</u> Nathan Deig	By: <u>Steve McDaniel</u> Steve McDaniel
Date: <u>10-30-25</u>	Date: 10/30/2025	Date: <u>10/30/2025</u>



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October 30, 2025

Dave Weadock  
Fort Wayne Parks and Recreation  
705 East State Blvd.  
Fort Wayne, IN 46805

**RE: BREWER PARK REDEVELOPMENT – ADDITIONAL DESIGN SERVICES**

Dear Dave,

Thank you for the opportunity to submit this proposal for the additional services required for the project completion of the Brewer Park Redevelopment. This is a great project for the community and JPR has greatly appreciated working with the Parks Department through the design process. We are recognizing that this project in particular required additional scope beyond what was originally anticipated and allocated.

The current total design contract is for \$188,295.41. The original contract was for \$163,400 and \$10,275.10 was added via Change Order #1 approved on April 3, 2024, \$4,950.00 was added for geotechnical services, \$9,545.00 was added via Change Order #2 on June 27, 2024, and \$125.31 was added for reimbursables for permit fees. Below is a breakdown of JPR's requested contract adjustments in response to the following additional services.

**Task 1 – Additional Construction Administration Services:**

The overall construction period for the Brewer Park project was extended due to a variety of items. JPR continued worked alongside the Parks Department throughout the construction period, but specifically at the end of construction to ensure the project was completed to the desired level of quality and that punch list items were properly covered. This effort required additional site visits and discussions to verify the project was constructed properly.

Additional design fee subtotal: \$4,812.50

Again, this is a project we are honored to be a part of and look forward future opportunities to collaborate with the Parks Department. 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**

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

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

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**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.

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