

## SUPPLEMENTAL AGREEMENT NO. 2

This Supplemental Agreement No. 2 is made and entered into \_\_\_\_\_ 2025, by and between the Town of Munster Town Council, Indiana acting by and through its proper officials, hereinafter referred to as the "LPA" and DLZ Indiana, LLC 900 Ridge Road, Suite L, Munster, Indiana 46321, hereinafter referred to as the "CONSULTANT".

### WITNESSETH

WHEREAS, the LPA and the CONSULTANT did on October 7, 2024, enter into a Supplemental Agreement No. 1, and on March 7, 2022, enter into an agreement, for the preparation of construction documents for the construction of improvements including roadway, trail, sidewalk, and drainage work necessary to complete Main Street from Columbia/Sheffield Avenue to the west approach to the bridge over Hart Ditch, and,

WHEREAS, the CONSULTANT has determined that the project design is 50% complete and the hydraulic calculations are 90% complete, the utility coordination is 50% complete, the environmental document preparation is 50% complete, and,

WHEREAS, the LPA directed the CONSULTANT to add new proposed sidewalk along the south side of Main Street, and,

WHEREAS, the CONSULTANT has determined that additional work is required to redesign the project and update environmental documentation to add the sidewalk along the south side of Main Street within the project limits, and,

WHEREAS the CONSULTANT has determined that additional work is required to reanalyze the hydraulic analysis and update the previously approved hydraulic variance request to the Town Council, and,

WHEREAS, the LPA has concurred with CONSULTANT's determination of additional work and requests the additional services not included in the original Agreement be performed by the CONSULTANT.

NOW THEREFORE, the LPA and CONSULTANT desire to amend the above referenced Agreement by the following:

I. Revise Line 3 of Section IV COMPENSATION as follows:

Contract. The maximum amount payable under this Contract shall not exceed **\$948,140.00**.

II. Revise Line 1 of Paragraph 1 of Item II of Appendix "A" as follows:

This agreement encompasses the design of the proposed roadway, multi-use trail, and/or sidewalk~~s~~, and

III. Revise Paragraphs 5-6 of Item II. of Appendix "A" as follows:

Main Street will follow the existing roadway alignment within these project limits, a centerline distance of 4,000 feet. The design speed of Main Street will be 35 mph. The design criteria used for Main Street for this project will be partial 4R, Minor Arterial. It is intended that Main Street

will be a complete street with a minimum two-lane roadway. Based upon the outcome of the roadway configuration study and public outreach meeting, the corridor will include a separate multi-use path **on the north side of Main Street from Columbia/Sheffield Avenue to the Hart Ditch Bridge** and a 5-foot wide concrete sidewalk on the south side of Main Street from **Columbia/Sheffield Avenue to Calumet Avenue and Wellington Drive to Shannon Bridge (the unmanned entrance to Briar Ridge Subdivision)**.

The multi-use path will be a new 10-foot wide ~~concrete~~ **HMA** multi-use path with 2-foot wide aggregate shoulders and will be designed along the north ~~or~~ side of Main Street within the project limits.

IV. Add items II.H.5a.-5b. of Appendix "A" as follows:

5a. Coordinate with IDEM regarding isolated wetland determination.

5b. Complete a Corps of Engineers Approved Jurisdiction Determination request form.

V. Add Item II.H.6.b. of Appendix "A" as follows:

6. Deliverables:

b. A .pdf copy of the Corps of Engineers Approved Jurisdictional Determination request form.

VI. Revise Item II.I.7. of Appendix "A" as follows:

7. The CONSULTANT shall perform hydraulic calculations in accordance with the Indiana Design Manual Chapter 203. The CONSULTANT shall re-perform hydraulic calculations due to the requested design changes in accordance with the Indiana Design Manual Chapter 203, once the project is rescoped with the approval of Supplemental Agreement Nos. 1 and 2.

VII. Add Items B.6. of Appendix "C" as follows:

**6. A third Preliminary Field Check (PFC) Plans within 30 days of approval of Supplemental Agreement No. 2.**

VIII. Revise Item E. of Appendix "C" as follows:

E. The letting date for this project is anticipated to be in ~~September 2024~~ **October 2027** based on a notice to proceed **for Supplemental Agreement No. 1 of October 9, 2024** ~~on May 9, 2022~~. The schedule is shown graphically as well as **Exhibit B2**.

IX. Revise Item A.1 of Appendix "D" in its entirety as follows:

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$948,140.00** unless a modification of this agreement is approved in writing by the LPA.

X. Revise Item A.2 of Appendix "D" in its entirety as follows:

2. The CONSULTANT will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule, except as noted in the items below:

<b>TASK</b>	<b>Design Phase Items</b>	<b>Estimated Amounts</b>
a.	Roadway Configuration Study	\$11,300.00
b.	Aesthetic Design Report	\$22,870.00
c.	Project Management	<b>\$47,000.00</b>
d.	Topographic Survey Data Collection	\$43,900.00
e.	Location Control Route Survey Plat	\$7,500.00
f.	Environmental Document Preparation (NEPA)	<b>\$36,900.00</b>
g.	Waters of the US Determination Report	\$6,700.00
h.	Routine Wetland Delineation, As Required	<b>\$7,100.00</b>
i.	Geotechnical Services	\$20,100.00
j.	Roadway Design and Plan Development and includes Traffic Signal Design and Plan Development (\$29,100.00)	<b>\$433,000.00</b>
k.	Planting Design	\$17,300.00
l.	Pedestrian Lighting Design	\$22,600.00
m.	Custom Signing	\$8,500.00
n.	Pavement Design	\$9,500.00
o.	IDEM Rule 5 Permit	\$5,500.00
p.	USACE Section 404 Permit	\$12,200.00
q.	IDEM Section 401 Permit	\$12,500.00
r.	IDNR Construction in a Floodway Permit, As Required	\$4,000.00
s.	Lake County Drainage Board Application, As Required	\$2,500.00
t.	Utility Coordination Services	<b>\$29,300.00</b>
u.	Public Hearing, Hourly Rate, As Required*	\$17,200.00
	<b>Sub Total</b>	<b>\$777,470.00</b>

	Right of Way Phase Items	Estimated Amount
v.	Right of Way Services	\$135,670.00
1.	Title Research (27 parcels @ est. \$450.00/parcel=\$12,150.00)*, As Required	
2.	Title Research Update (27 parcels @ est. \$233.00/parcel=\$6,291.00)*, As Required	
3.	R/W Engineering (27 parcels @ \$3,050.00/parcel=\$82,350.00), As Required	
4.	R/W Staking (27 parcels @ \$450.00/parcel=\$12,150.00), As Required	
5.	Early Assessment Right of Way Cost Estimate (Est. 27 parcels @ \$130.00/parcel=\$3,510.00), As Required	
6.	Appraisal Problem Analysis (Est. 27 parcels @ \$255.00/parcel=\$6,885.00)*, As Required	
7.	As Required, including cost-to-cure estimates, rate schedule changes, changes to appraisal type, etc.= \$12,334.00 (Approximately 10%)	
	<b>Sub Total</b>	<b>\$135,670.00</b>

	Bid and Construction Phase Items	Estimated Amount
w.	Bid Phase Services, Pre-Construction Conference, Construction Phase Office Services and Utility Coordination during project construction, Hourly Rate *	\$35,000.00
	<b>Sub Total</b>	<b>\$35,000.00</b>

	<b>Total</b>	<b>\$948,140.00</b>
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\* Items A.2.u., and A.2.w. will be invoiced on an hourly rate basis, as defined below, and/or as reimbursable/Subconsultant Items. Items A.2.v.1.-A.2.v.7. will be invoiced on a unit cost basis. The amounts are estimated only, and the final amount shall not exceed their respective amounts, without prior written approval from the LPA, in accordance with Section VI, paragraph 6 of this Agreement and/or a subsequent approved amendment to the Agreement.

Toll telephone calls, printing, mailing, FAX costs required for the permits enumerated hereinabove will not be reimbursable expenses and the costs thereof are included in the itemized costs as shown herein in Appendix "D".

The cost of permit application/regulatory fees will be considered as a reimbursable expense.

The CONSULTANT shall not be paid for any services performed by the LPA or not required to develop this project.

- XI. The total compensation to be paid to DLZ Indiana, LLC, as outlined in the original agreement will increase from **\$898,440.00** to **\$948,140.00**, an increase of **\$49,700.00** for services outlined in this Supplemental Agreement No. 2. All other conditions as set forth in the original Agreement dated March 7, 2022, and the Supplemental Agreement No. 1 dated October 7, 2024 shall remain in full force, except as herein modified.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2.

CONSULTANT:

LOCAL PUBLIC AGENCY:

**DLZ INDIANA, LLC**

**TOWN OF MUNSTER**

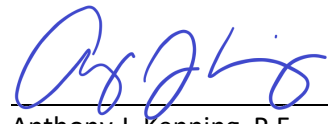


\_\_\_\_\_  
Laurie D. Johnson, P.E.  
Vice President

\_\_\_\_\_  
George Shinkan  
Ward 1

ATTEST:

\_\_\_\_\_  
Joe Hofferth  
Ward 2



\_\_\_\_\_  
Anthony J. Kenning, P.E.  
Division Manager

\_\_\_\_\_  
Chuck Gardiner  
Ward 3

\_\_\_\_\_  
David B. Nellans  
Ward 4

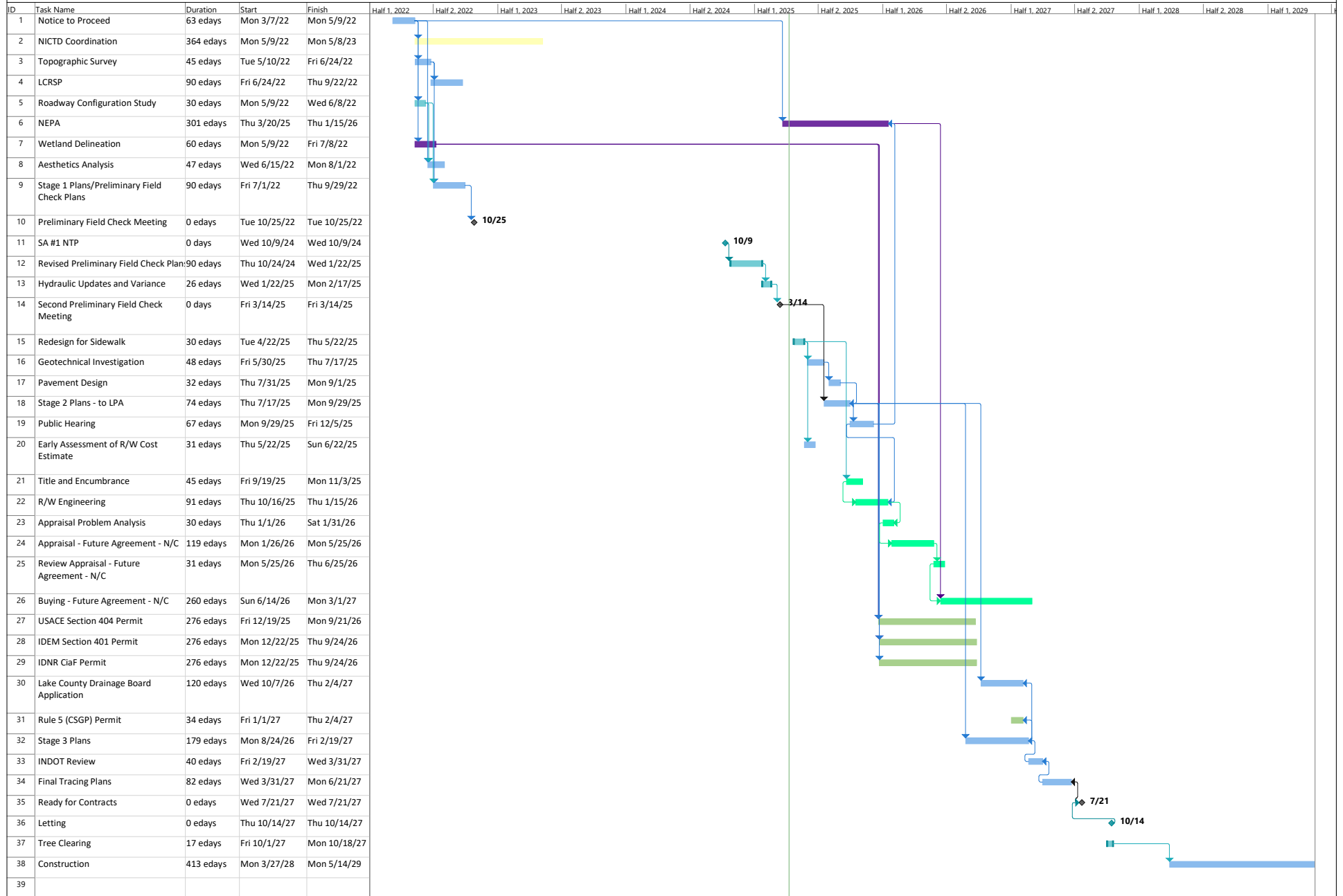
\_\_\_\_\_  
Jonathan Petersen  
Ward 5

ATTEST:

\_\_\_\_\_  
Wendy Mis  
Clerk-Treasurer

Exhibit B2

Main Street, Phase 1 - Columbia/Sheffield Avenue to Hart Ditch Project Schedule



Project: Exh B1 Munster Main S  
 Date: Wed 4/9/25

Task  
 Split  
 Milestone

Summary  
 Project Summary  
 Inactive Task

Inactive Milestone  
 Inactive Summary  
 Manual Task

Duration-only  
 Manual Summary Rollup  
 Manual Task

Start-only  
 Finish-only  
 External Tasks

External Milestone  
 Deadline  
 Progress

Manual Progress

N/C - Not in Contract