

Second Written Commitment and Agreement

The Town of Munster ("Community") and the Northern Indiana Commuter Transportation District ("District") are signatories to an Agreement Regarding Construction of Rail Project, with an effective date of December 2, 2019 ("Agreement").

Pursuant to Section 4.B.i. of the Agreement, the District has provided Community with an estimated increase to the District's Design-Build Contract of \$397,175.59 for design and construction of the alternate location of the water main between Fisher Street and the Canadian National/Grand Trunk Western Railroad.

The District is willing to authorize its Design-Build Contractor to proceed with the design and construction of the alternate location of the water main between Fisher Street and the Canadian National/Grand Trunk Western Railroad, subject to Community agreeing in writing to pay for the additional design and construction costs, which are estimated to be \$397,175.59. Also subject to Community agreeing to pay for the additional design costs of finalizing the design of the original water main location, in the highly unlikely event that Community elects in the future not to proceed with the construction of the alternate water main location.

NOW, THEREFORE, INTENDING TO BE DULY BOUND, the Community and District agree as follows:

1. Pursuant to § 4.B.i. of the Agreement, Community agrees to pay all amounts associated with the alternate location of the water main between Fisher Street and the Canadian National/Grand Trunk Western Railroad that would increase the District's Design-Build Contract Price. These amounts include, but are not limited to, the following:
 - a. The additional design and construction costs, which are to be established via change order in the amount of \$397,175.59. Including design costs and construction costs as shown on Exhibit 'A'.
 - b. Any costs to acquire additional project right-of-way for the alternate location (although, none are anticipated).
2. Community also agrees that in the event Community informs the District it no longer wants to proceed with the alternate location of the water main between Fisher Street and the Canadian National/Grand Trunk Western Railroad, for any reason, that Community will pay all amounts associated with returning the design to the District's original design without the alternate water main location. These amounts include, but are not limited to, the following:
 - a. The additional design costs to re-design and re-engineer the water main location.
 - b. Any staff and consultant expenses of the District, the Northwest Indiana Regional Development Authority, and the Indiana Finance Authority, which expenses are associated with returning to the District's original design.

3. The District agrees to immediately authorize its Design-Build Contractor to proceed with the design and construction of the alternate location of the water main between Fisher Street and the Canadian National/Grand Trunk Western Railroad, and to execute a change order for the work in the amount of \$397,175.59.

IN WITNESS WHEREOF, the parties indicate their acceptance and have executed this Second Written Commitment and Agreement this _____ day of _____, 2022.

“COMMUNITY”

TOWN OF MUNSTER

By: _____

Its: Town Council President

“DISTRICT”

**NORTHERN INDIANA COMMUTER
TRANSPORTATION DISTRICT**

By: _____

Michael Noland

Its: President