

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Town of Munster ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective September 10, 2014, this Supplemental Letter Agreement dated September 7, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Amendment #1 - Munster Pedestrian Bridges over Hart Ditch and Cady Marsh Ditch.

Client's Authorized Representative: Dustin Anderson

Address: 1005 Ridge Rd, Munster, Indiana, 46321, United States

Telephone: 2198366905 **email:** danderson@munster.org

Project Manager: Glenn Peterson

Address: 9200 Calumet Avenue, Suite N300, Munster, Indiana 46321

Telephone: 12194053982 **email:** gpeterson@sehinc.com

Scope: The Services to be provided by Consultant:

Engineering Design for the Pedestrian Bridges over Hart Ditch and Cady Marsh Ditch, along with a southern trail spur along the NIPSCO easement from the previously identified trail alignment to Martha Lane. Design submittals will be prepared in accordance with the Indiana Department of Transportation's project development guidelines to comply with the funding source.

To summarize – Tasks 1 and 2 are rework associated with the addition of the Martha Lane Connection, which was not in the initial project scope of work.. Tasks 4 and 5 are rework associated with the shift of the alignment based on coordination with NIPSCO and Wolverine Pipelines for the agreeable crossing locations.

During the initial scope of work, multiple revised alignments and additional utility coordination, including field observation and locate verification was needed to finalize the alignment. The budgets for the original Task 6 and 8 were used to complete this work and have also been updated with our current billing rates.

Task 7 is for the final corridor design of the main East-West Trail – including grading to allow for utility maintenance to be completed on the North side of the trail. It also includes the addition of creating the project plans for the route to Martha Lane, which is anticipated to be a asphalt pathway.

Task 1 – Environmental Documentation – \$5,000

Scope: Resubmit early coordination letters with the new route to Martha Lane, Resubmit the MPPA Determination letter, prepare an Additional Information Document for the Project to meet NEPA Requirements.

Task 2 – Topographic Survey - \$3,600

Scope: Perform Topographic Survey along the NIPSCO right of way corridor from Martha Lane to the East-West Trail corridor.

Task 4 – Hydraulic Submittal - \$6,600

Scope: Update hydraulic modeling of the bridge crossings, including the proposed placement of fill in the floodway to accommodate utility maintenance crossing request through the corridor. Coordinate with DNR on amending the Construction in Floodway Permit.

Task 5 – Geotechnical Engineering - \$25,400

Scope: Perform 4-90 ft borings at the location of the bridge abutments to design foundations.

Task 6 – Structural Design - \$14,600

Scope: Design foundations and approaches for the prefabricated pedestrian bridges.

Task 7 – Stage 3 Submission – \$44,500

Scope: Prepare final design documents for the Pedestrian Bridges to meet INDOT's requirements. The will also include the preliminary design work needed to prepare documents for the design of the southern leg of the trail to Martha Lane.

Task 8 – Final Tracings - \$8,400

Scope: Prepare final Tracings submittal and carry project through bidding assistance.

Schedule:

SEH is prepared to begin work on this project once a written notice to proceed is issued by the Client.

The project funding is slated for State Fiscal Year 2025, with the current letting date for the Project set as July 10, 2024. Based on this date, SEH proposes the following schedule:

Submit Stage 3 Design Plans to INDOT: November 17, 2023

Submit Final Tracings to INDOT: March 18, 2024

Schedule assumes timely responses from NIPSCO and other utilities within the project area.

Payment:

The lump sum fee is \$108,100.00 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2 .

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None .

Short Elliott Hendrickson Inc.

Town of Munster

By: _____
Full Name: _____
Title: _____

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between Town of Munster (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 7, 2023

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

