

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement No. 1 is made and entered into \_\_\_\_\_ 2024, 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 March 7, 2022, enter into an agreement, for the preparation of construction documents for the construction of improvements including roadway, trail 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, and,

WHEREAS, the LPA directed the CONSULTANT to redesign various elements of the project, and,

WHEREAS, the CONSULTANT has determined that additional work is required to redesign the project to remove the previously agreed upon turf median and median curb and gutter, and,

WHEREAS, the CONSULTANT has determined that additional work is required for the addition of a two-way left turn lane (TWLTL) between Columbia/Sheffield Avenue and Calumet Avenue, and,

WHEREAS the CONSULTANT has determined that additional work is required for the addition of an eastbound left turn lane onto Cobblestone Road, and,

WHEREAS the CONSULTANT has determined that additional work is required for to redesign the project to remove the previously agreed upon proposed sidewalk along the south side of Main Street within the project limits, and,

WHEREAS the CONSULTANT has determined that additional work is required for the addition of embossed preformed thermoplastic crosswalk with piano keys, conventional crosswalk marking and an embossed brick pattern, 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 2 of Section III TERM as follows:

this Contract to the completion of the construction contract which is estimated to be **October 31, 2029**.

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

Contract. The maximum amount payable under this Contract shall not exceed **\$898,440.00**.

III. 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

IV. 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. ~~Depending~~**Based** upon the outcome of the roadway configuration study and public outreach meeting, the corridor ~~may~~ **will** include a ~~combination of pedestrian sidewalks, a bike lane, and/or a separate multi-use path. A raised, concrete median island may be placed with gaps at roadway approaches.~~

~~If a~~ **The** multi-use path is selected during the roadway configuration study and public outreach meeting, ~~will be~~ **will be** a new ~~810~~-foot wide concrete 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.

V. Revise Item II.F.4. of Appendix "A" as follows:

4. Prepare a Red Flag Investigation using the current INDOT template, including IDEM Virtual File Cabinet Data Review. **Update the Red Flag Investigation using the current, including IDEM Virtual File Cabinet Data Review due to the requested changes to the design.**

VI. Revise Item II.I.6.a. of Appendix "A" as follows:

- a. Field Check – The CONSULTANT shall arrange and attend the preliminary field check, if necessary. The CONSULTANT shall prepare the field check notification letter and distribute it along with plans. **The CONSULTANT shall arrange and attend a second preliminary field check, due to the requested changes in design. The CONSULTANT shall prepare the field check notification letter and distribute it along with plans.**

VII. 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 No. 1.**

VIII. Add Item II.S.2.a. of Appendix "A" as follows:

- a. **The CONSULTANT shall re-coordinate with all utilities for the second Preliminary Field Check Meeting, once the project rescoping is complete with the approval of Supplemental Agreement No. 1.**

IX. Add Items II.W.30. of Appendix "A" as follows:

**30. The addition of a 1,450 lft TWLTL and a 350 lft left turn lane extension will allow for approximately 840 lft of left turn lane extension for the Town of Munster Main Street from Hart Ditch to Cypress Lane future project.**

X. Add Items B.5. of Appendix "C" as follows:

**5. A second Preliminary Field Check (PFC) Plans within 97 days of approval of Supplemental Agreement No. 1.**

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

- E. The letting date for this project is anticipated to be in ~~September 2024~~ **July 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 B1**.

XII. 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 **\$898,440.00** unless a modification of this agreement is approved in writing by the LPA.

XIII. 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>\$45,700.00</b>
d.	Topographic Survey Data Collection	\$43,900.00
e.	Location Control Route Survey Plat	\$7,500.00
f.	Environmental Document Preparation (NEPA)	<b>\$34,400.00</b>
g.	Waters of the US Determination Report	\$6,700.00
h.	Routine Wetland Delineation, As Required	\$4,900.00
i.	Geotechnical Services	\$20,100.00
j.	Roadway Design and Plan Development and includes Traffic Signal Design and Plan Development (\$29,100.00)	<b>\$390,400.00</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>\$28,200.00</b>
u.	Public Hearing, Hourly Rate, As Required*	\$17,200.00
	<b>Sub Total</b>	<b>\$727,770.00</b>

	<b>Right of Way Phase Items</b>	<b>Estimated Amount</b>
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>

	<b>Bid and Construction Phase Items</b>	<b>Estimated Amount</b>
a.	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>\$898,440.00</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.

XIV. Replace Item A.3 of Appendix "D" in its entirety as follows:

- For those services performed by the CONSULTANT which are included in the itemized costs, as shown herein in Appendix "D", Section 2 as an "Hourly Rate", the CONSULTANT will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit C plus annual standard cost of living adjustments in the range of 3%-5% as applicable**. The basis for payment includes mean salaries and wages (basic and incentive) paid to all

CONSULTANT's personnel engaged directly on the project, including, but not limited to, engineers, architects, surveyors, planners, designers, draftsmen, specification writers, estimators, other technical and business personnel, and include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay, other group benefits, overhead expenses and profit.

- XV. Replace Lines 5 & 6 of Item A.4.a. of Appendix "D" as follows:  
fee structure attached as **Exhibit C plus annual standard cost of living adjustments in the range of 3%-5% as applicable** to this Agreement and made an integral part hereof.
- XVI. Replace Line 1 of Item A.4.d. of Appendix "D" as follows:  
The hourly rates, which are attached as **Exhibit C plus annual standard cost of living adjustments in the range of 3%-5% as applicable** and used as a basis for
- XVII. Add Replace Line 8 of Item B.5. of Appendix "D" as follows:  
the CONSULTANT'S fee structure attached as **Exhibit C plus annual standard cost of living adjustments in the range of 3%-5% as applicable** to this Agreement.
- XVIII. The total compensation to be paid to DLZ Indiana, LLC, as outlined in the original agreement will increase from **\$751,840.00** to **\$898,440.00**, an increase of **\$146,600.00** for services outlined in this Supplemental Agreement No. 1. All other conditions as set forth in the original Agreement dated March 7, 2022 shall remain in full force, except as herein modified.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1.

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

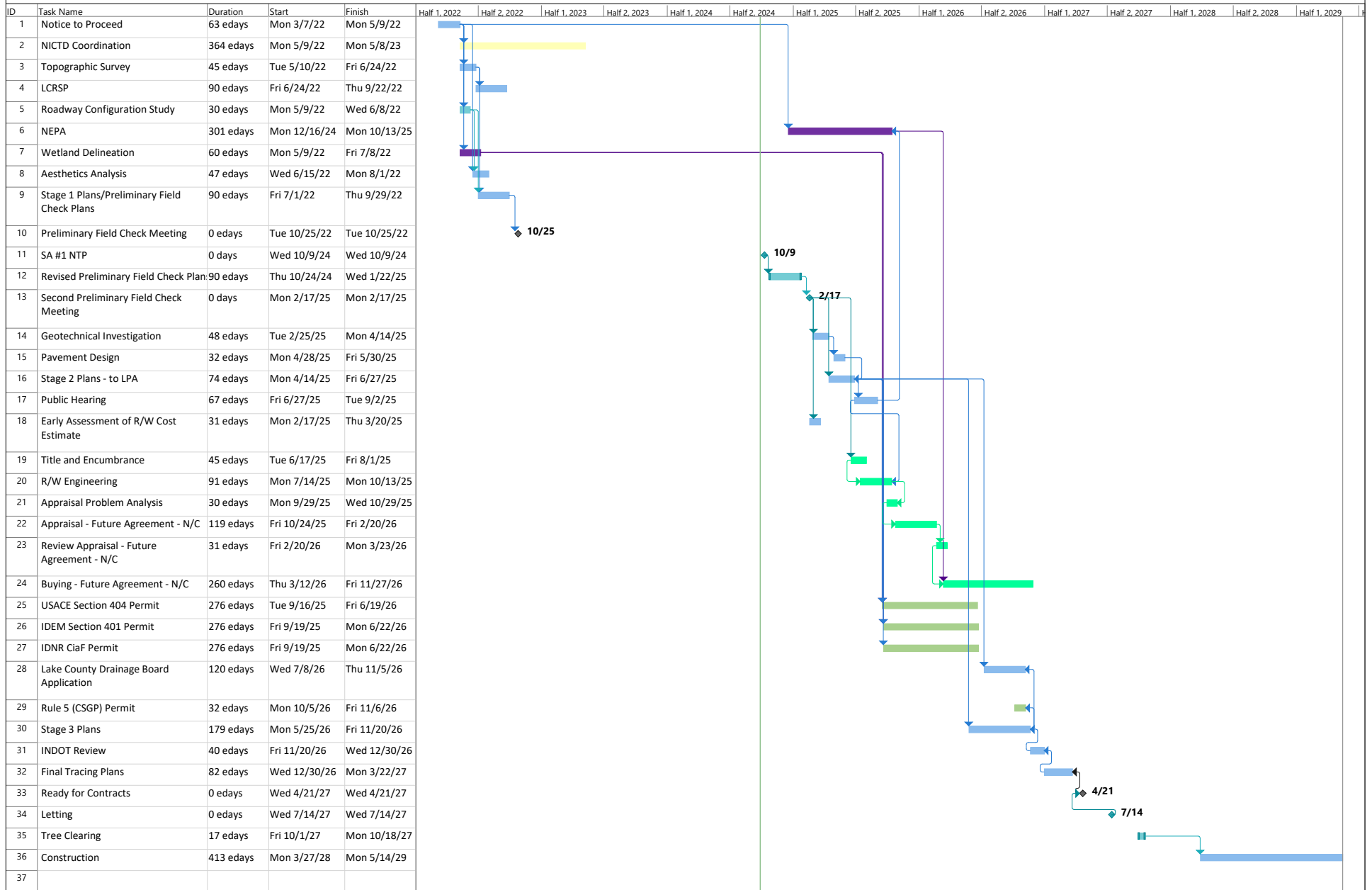
\_\_\_\_\_  
Jonathan Petersen  
Ward 5

ATTEST:

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

Exhibit B1

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



Project: Exh B1 Munster Main S Date: Fri 9/27/24	Task		Project Summary		Manual Task		Start-only		Finish-only		Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Task		Duration-only		Manual Summary Rollup		External Milestone		Manual Progress		Manual Progress		Manual Progress	
	Milestone		Inactive Milestone		Inactive Milestone		Inactive Milestone		Inactive Milestone		Inactive Milestone		Inactive Milestone		Inactive Milestone	
	Summary		Inactive Summary		Inactive Summary		Inactive Summary		Inactive Summary		Inactive Summary		Inactive Summary		Inactive Summary	