



To: President and Members of the Munster Town Council

From: Jim Marino
Town Manager

Date: July 21, 2025

Re: Professional & Engineering Service Agreements

AT&T is interested in installing telecommunications equipment on the Town's water tank next to the performing arts center. The Town has used the consulting firm of VMC, LLC in the past to assist with reviewing these types of leases and equipment installation. VMC will evaluate site drawings and antenna and structural specifications, coordinate a preconstruction meeting, conduct inspections, and review and negotiate the lease agreement.

There are three agreements that must be approved. One agreement establishes the general terms and conditions. The agreement for professional services specifies the scope of work to be performed and the fees. The fee for construction document review and onsite inspections is \$13,400. Fees for additional services if needed range from \$500 to \$6,000. The agreement for professional and general engineering services includes reviewing and negotiating the AT&T lease and attending general and engineering related meetings. The fee for these services will not exceed \$15,000. The total base cost will not exceed \$28,400. Dave Westland reviewed and approved these agreements.

Once the lease is finalized by VMC and reviewed by Dave Westland it will be presented for the Town Council to approve.

Recommendation: Approve the following three agreements:

1. By motion and roll call vote, approve the agreement for general terms and conditions between the Town of Munster and VMC, LLC, as presented.
2. By motion and roll call vote, approve the agreement for professional services between the Town of Munster and VMC, LLC, as presented.
3. By motion and roll call vote, approve the agreement for professional services on call general engineering services between the Town of Munster and VMC, LLC, as presented.



General Terms and Conditions

Subject to the terms and on the conditions set forth, Client desires to engage Consultant to provide certain professional services, and Consultant is willing to provide such professional services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. Defined Terms. As used in this Agreement, the following terms have the following meanings:

(a) **"Affiliate"** means, with respect to a Person, any other Person who or that directly or indirectly controls, is controlled by, or is under common control with the first-mentioned Person. For purposes of this definition, the term "control" (including the terms "controls," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, including the ability to elect the members of the board of directors or other governing body of a Person.

(b) **"Agreement"** has the meaning set forth in the Preamble.

(c) **"Claim"** has the meaning set forth in Section 12(d).

(d) **"Client"** has the meaning set forth in the Preamble.

(e) **"Consultant"** has the meaning set forth in the Preamble.

(f) **"Confidential Information"** means any information that is treated as confidential by a Party, including all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether marked, designated, or otherwise identified as "confidential." The term "Confidential Information" excludes information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

(g) **"Disclosing Party"** has the meaning set forth in Section 7.



- (h) **"Force Majeure"** has the meaning set forth in Section 16.
- (i) **"Indemnified Party"** has the meaning set forth in Section 12(d).
- (j) **"Indemnifying Party"** has the meaning set forth in Section 12(d).
- (k) **"Instruments of Service"** has the meaning set forth in Section 10(a).
- (l) **"Intellectual Property Rights"** has the meaning set forth in Section 10(a).
- (m) **"Losses"** means any losses, injury, death, damages, deficiencies, debts, liabilities, actions, proceedings, demands, litigation, lawsuits, arbitrations, inquiries, audits, notices of violation, citations, summons, subpoenas, investigations, judgments, awards, interest, fines, penalties, costs, or expenses, including, reasonable legal fees.
- (n) **"Parties"** or **"Party"** has the meaning set forth in the Preamble.
- (o) **"Person"** means any natural individual, corporation, partnership, limited partnership, limited liability company, joint venture, joint stock or other company, association, bank, trust company, trust, or other entity, whether or not a legal entity, or any governmental body in the United States.
- (p) **"Project"** means Tasks 1, 2, and 3, as outlined in Professional service agreement
- (q) **"Receiving Party"** has the meaning set forth in Section 7.
- (r) **"Representatives"** means, with respect to a Party, the Party's Affiliates and the respective members, shareholders, partners, directors, managers, officers, employees, agents, independent contractors, subcontractors, attorneys, accountants, and other professional advisors of the Party or any of its Affiliates.
- (s) **"Service Fees"** has the meaning set forth in Section 4(a).
- (t) **"Services"** has the meaning set forth in Section 2(a).
- (u) **"Term"** has the meaning set forth in Section 11.

The foregoing is not an exhaustive list of the defined terms used herein and additional terms may be defined throughout this Agreement.

2. Engagement and Services

(a) Engagement. Subject to the terms and on the conditions of this Agreement, Client engages Consultant to provide those professional and other services set forth in Professional Service Agreement attached to this Agreement (collectively, the **"Services"**), and Consultant agrees to provide the Services to Client, during the Term, in exchange for the Service



Fees (as defined in Section 4(a)). Consultant will provide the Services only to Client, and Client may not resell any of the Services to any third party or permit the use of the Services for the benefit of any third party.

(b) Additional Services. If Consultant determines that Client has requested or directed Consultant to perform any services that are beyond the scope of the Services set forth in Professional Service Agreement or that, due to changed conditions or changes in the method or manner of the Project, Consultant's effort exceeds the stated Service Fee, then Consultant will notify Client regarding the need to adjust the Services and the Service Fee by providing updated Professional Service Agreement and Exhibit A. Upon notification and in the absence of any written objection from Client within fifteen (15) days of delivery of the notice, Consultant will provide the Services and will be entitled to the Service Fee set forth in the updated Professional Service Agreement and Exhibit A.

(c) Level of Services. Consultant will act in a commercially reasonable manner and perform the Services with a degree of care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances, at the same time and in the same locality.

(d) Delegation. Consultant may delegate specific aspects of its obligations under this Agreement to a third party.

3. Schedule. Unless specific periods or dates for providing the Services are specified in Professional Service Agreement, Consultant's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services. If Client has requested changes in the scope, extent, or character of the Project or the Services, the time of performance and compensation for the Services will be equitably adjusted. Client acknowledges and agrees that Consultant is not responsible for any Losses arising directly or indirectly from delays beyond Consultant's control. If delays resulting from such causes increase the cost or the time required by Consultant to perform the Services, Consultant will be entitled to an equitable adjustment in its compensation and any schedule for the performance of the Services.

4. Service Fees and Reimbursement

(a) Service Fee. In consideration of the provision of the Services by Consultant, Client shall pay the fees set forth in Exhibit A attached to this Agreement (collectively, the "**Service Fees**"), as amended from time to time in accordance with this Agreement. Consultant will submit an invoice for the Service Fees as outlined under specific tasks in Professional Service Agreement, and Client shall pay the amounts stated on each invoice within thirty (30) days of the invoice date.

(b) Lump Sum. The Client agrees to pay Consultant a total lump sum amount for the completion of services specified in Professional Service Agreement. This lump sum payment encompasses all costs associated with labor, materials, equipment, and overhead necessary to fulfill the obligations detailed herein.

(c) Reimbursement. Client shall reimburse Consultant for all actual, documented, and reasonable travel and out-of-pocket costs and expenses incurred by Consultant in the course of providing the Services. Consultant will include any expenses for reimbursement



in its invoice for the Service Fees, along with receipts and reasonable supporting documentation, and Client will pay all properly invoiced amounts to Consultant within thirty (30) days of the invoice date.

(d) Taxes and Other Charges. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local government entity on any amounts payable by Consultant under this Agreement. To the extent that Consultant is required to pay any such taxes, duties, or charges, Client shall reimburse Consultant in connection with its payment of the Service Fees and reimbursement of expenses as set forth in this Section 4. Notwithstanding the foregoing, Client will not be responsible for any taxes imposed on, or with respect to, Consultant's income, revenues, gross receipts, personnel, or real or personal property.

(e) Late Payments. Except for invoiced payments that Client has successfully disputed, all late payments will bear interest at the lesser of (i) the rate of one and one-half percent (1.5%) per month and (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Consultant for all reasonable costs incurred in collecting any late payments, including attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Consultant does not waive by the exercise of any rights under this Agreement), Consultant will be entitled to suspend the provision of any Services if Client fails to pay any amounts when due under this Agreement and such failure continues for five (5) days following written notice of such failure.

5. Client Responsibilities.

(a) Client shall, in proper time and sequence, at no expense to Consultant, provide full information as to Client's requirements for the Services, including data, reports, sub-surface explorations, laboratory tests, environmental assessments and impact statements, surveys, property descriptions, zoning and other land-use restrictions, as-built drawings, and electronic data base and maps; and grant Consultant with access to all public and private lands required for Consultant to perform the Services.

(b) Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project or the Services.

(c) Client shall provide prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any changes in the Project or any defect in the Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents provided by Consultant and render the necessary decisions and instructions, so that Consultant can perform the Services in a timely manner.

(d) Client shall require all utilities with facilities within the Project site to (i) locate and mark the utilities upon request, (ii) relocate or protect the utilities as necessary to



accommodate the Project work, (iii) submit a schedule of the necessary relocation or protection activities to Client for review, and (iv) comply with an agreed-upon schedule.

6. Reliance. Consultant will be entitled to rely on the accuracy and completeness of information or services furnished by Client or other parties employed or engaged by Client, and Consultant will not be responsible for any Losses arising from Consultant's reliance.

7. Confidentiality. From time to time during the Term, a Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**"), Confidential Information of the Disclosing Party. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any Person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it must, before making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy.

8. Representations and Warranties. Each Party represents and warrants to the other Party that (a) the Party has the requisite right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to perform its obligations under this Agreement; and (b) no other approval or authorization of this Agreement or the acts or transactions set out in this Agreement is required by any applicable law or otherwise by any third party.

9. No Other Representation or Warranty. Except as expressly provided in Section 8, Consultant makes no representations or warranties in connection with the Services, whether express or implied, including warranties of merchantability and fitness for a particular purpose; and Consultant, for itself and on behalf of any of its Affiliates, disclaims any such representations and warranties. Consultant neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform the work in accordance with such contractor's documents or any documents prepared or reviewed by Consultant. Consultant will not direct, supervise, or control the work of any construction contractors or their subcontractors at the Project site or otherwise; and Consultant will have no authority over or responsibility for the contractor's acts or omissions, or the means, methods, or procedures of construction. The Services do not include any review or evaluation of any safety or security measures of Client or any contractor or subcontractor, or the safety or security at the Project site

10. Intellectual Property



(a) **Ownership and Use of Work Product.** Consultant shall retain ownership of any and all pre-existing materials, tools, methodologies, templates, know-how, and intellectual property (collectively, "Consultant Background IP") used in connection with performing the Services. Subject to full payment by Client, Consultant hereby grants to Client a non-exclusive, irrevocable, royalty-free license to use such Consultant Background IP, but only to the extent it is incorporated in the final deliverables and necessary for Client's use of those deliverables.

(b) **Client Ownership of Deliverables.** Upon full payment of all fees due under this Agreement, Client shall own all right, title, and interest in and to the final deliverables specifically created for and delivered to Client under this Agreement (collectively, "Deliverables"), excluding any Consultant Background IP. Consultant retains the right to use non-confidential knowledge, skills, and generalized ideas developed in the course of the engagement for other clients or purposes.

11. Term and Termination. The term of this Agreement commences as of the Effective Date and continues thereafter until the completion of the Services (the "**Term**") unless earlier terminated in accordance with any of the following:

- (a) by the mutual written agreement of the Parties;
- (b) by a Party if the other Party:
 - (i) makes an assignment or proposal in bankruptcy, or is petitioned into bankruptcy, or if it avails itself, or if any proceedings are brought against it, under any legislation designed for the relief of insolvent debtors or for the dissolution, liquidation, reorganization, re-arrangement, or winding-up of such Party;
 - (ii) is a party whose property, or any substantial part thereof, becomes possessed by a judicial or quasi-judicial officer, receiver, liquidator, trustee, or custodian or against whom a judgment has been made or pronounced which has not been paid or satisfied within fifteen (15) days after the same is made or pronounced;
 - (iii) is subject to a petition, certificate, or order for its winding up or dissolution, voluntarily or otherwise, or suspends the transaction of its usual business;
 - (iv) is in breach of any of its obligations under this Agreement, which breach is not cured to the reasonable satisfaction of the non-defaulting Party within ten (10) days after written notice from the non-defaulting Party specifying the nature of the breach; or
- (c) by a Party with thirty (30) days' written notice to the other Party.



Termination or expiration of this Agreement does not affect Client's obligation to pay Consultant in respect of Services provided before the effective date of termination or expiration, as applicable. Termination or expiration of this Agreement does not impair a Party's rights or remedies on account of any antecedent breach of this Agreement.

12. Indemnification.

(a) Indemnification by Consultant. Neither Consultant nor any of its Representatives will be liable for any action taken or omitted to be taken by it or such Representative under or in connection with this Agreement except that Consultant shall indemnify and hold harmless Client and Client's Representatives from and against any and all Losses suffered or incurred by Client or any of Client's Representatives that arise out of, result from, or are in any way connected with: (i) the negligence or the willful misconduct or more culpable conduct of Consultant in respect of its obligations under this Agreement; or (ii) the breach of any covenant, agreement, representation, or warranty of Consultant under this Agreement.

(b) Indemnification by Client. Client shall indemnify and hold harmless Consultant and Consultant's Representatives from and against any and all Losses suffered or incurred by Consultant or any of its Representatives that arise out of, result from, or are in any way connected with: (i) the negligence, willful misconduct, or more culpable conduct of Client or any of Client's Representatives; or (ii) the breach of any covenant, agreement, representation, or warranty of Client under this Agreement.

(c) Environmental Indemnity. Client acknowledges and agrees that Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Accordingly, Client shall indemnify, defend, and hold harmless Consultant and Consultant's Representatives from and against any and all Losses suffered or incurred by Consultant or any of its Representatives that arise out of, result from, or are in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants, or contaminants of any kind at the Project site.

(d) Procedure for Third-Party Claims. If a Party (an "**Indemnified Party**") receives notice of any third-party claim, suit, or proceeding (a "**Claim**") or any Losses that may give rise to the Party's right to indemnification under this Agreement, the Party shall promptly notify the other Party (an "**Indemnifying Party**") of such Claims or Losses in reasonable detail and shall furnish to the Indemnifying Party copies of any relevant documents; provided, however, the failure by the Indemnified Party to notify the Indemnifying Party of any such Claim or Losses shall not relieve the Indemnifying Party of its obligations under this Section 11. In such event, the Indemnifying Party, at its sole cost and expense, shall have the right, upon written notice to the Indemnified Party, to assume the defense of any such Claims. The Indemnifying Party shall not consent to a settlement of any such Claims or Losses without the prior written consent of the Indemnified Party, which consent may not be unreasonably withheld, conditioned, or delayed. The Indemnified Party shall be entitled to participate in (but not control) the defense of any such Claims with its own counsel and at its own expense.



13. Limitation of Consultant's Liability.

(a) CONSULTANT'S TOTAL LIABILITY TO CLIENT OR ANY OF ITS REPRESENTATIVES FOR ANY AND ALL LOSSES THAT ARISE OUT OF, RESULT FROM, OR ARE IN ANY WAY CONNECTED WITH, THE PROJECT, THE SERVICES, OR THIS AGREEMENT FROM ANY ONE OR MORE CAUSES, INCLUDING CONSULTANT'S GROSS NEGLIGENCE (OR LESS CULPABLE CONDUCT), ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF A WARRANTY, INACCURACY OF A REPRESENTATION, WILL NOT EXCEED THE LESSER OF (A) AGGREGATE AMOUNT OF THE SERVICE FEES PAID DURING THE PRIOR SIX (6) MONTH PERIOD, AND (B) ONE HUNDRED THOUSAND U.S. DOLLARS (\$100,000.00).

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, CONSULTANT WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST RENTALS, REPUTATIONAL LOSS, LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY, LOSS OF FUTURE REVENUE, OR DIMINUTION OF VALUE.

(c) Client's sole and exclusive remedy for any Losses must be directed or asserted only against Consultant and not against any of Consultant's individual Representatives.

14. No Right of Setoff. Each Party hereby acknowledges that it shall have no right under this Agreement to set off any amounts owed (or to become due and owing) to the other party, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by the other Party.

15. Insurance. At all times during the Term, each Party shall procure and maintain in force, at its sole cost and expense, coverage for commercial general liability, errors and omissions or professional liability, workers' compensation, or any other insurance, in such amounts and with such insurers, in each case with policy limits in commercially reasonable amounts and sufficient to protect and indemnify the other Party.

16. Force Majeure. Consultant will not be liable or responsible to Client, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of Consultant ("**Force Majeure**"), including: (a) acts of God (including, without limitation, flood, fire, earthquake, pandemic, or epidemic); (b) war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot or other civil unrest; (c) government order, law, or actions not due to the acts or omissions of Consultant; (d) embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; (g) shortage of adequate power, raw materials, or transportation facilities; (h) transport delays; (i) loss or damage to data, equipment or hardware; or (j) outage or discontinuation (other than at the request of, or as a result of a breach by, Consultant) of any software, servers, networks, platforms, peripherals, or similar or related items of automated, computerized, or other information technology networks and systems. Upon the occurrence of a Force Majeure event, Consultant will



give notice to Client as soon as practical, stating the period the occurrence is expected to continue, and will use commercially reasonable efforts to end or minimize the effects of such failure or delay. Consultant will resume the performance of Consultant's obligations as soon as reasonably practicable after the removal of the Force Majeure event.

17. Survival. The provisions of Sections 4, 7, and 10, will survive the termination or expiration of this Agreement.

18. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable the term or provision in any other jurisdiction.

19. Governing Law; Jurisdiction. The Parties acknowledge and agree this Agreement will be governed by and construed in accordance with the domestic laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Indiana. EACH PARTY: (a) AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS OF LAKE COUNTY INDIANA AND THE U.S. DISTRICT COURT FOR NOTHERN DISTRICT OF INDIANA (IF FEDERAL JURISDICTION EXISTS), AND ANY APPLICABLE APPELLATE COURTS, WITH RESPECT TO ALL MATTERS RELATING TO THIS AGREEMENT; (b) WAIVES ALL OBJECTIONS BASED ON LACK OF VENUE AND FORUM NON CONVENIENS; AND (c) IRREVOCABLY CONSENTS TO THE PERSONAL JURISDICTION OF ALL SUCH COURTS.

20. Amendment. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

21. Waiver. Any waiver of a default or provision under this Agreement must be in writing and signed by the waiving Party. No waiver will represent a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a Party in the exercise of any of its rights or remedies will constitute a waiver of (or otherwise impair) such right or remedy. A consent to or approval of an act will not waive or render unnecessary the consent to or approval of any other or subsequent act.

22. Exercise of Rights. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver, and no single or partial exercise of any right, remedy, power, or privilege under this Agreement will preclude any other or further exercise of the same or any other right, remedy, power, or privilege.

23. Entire Agreement. This Agreement, together with any exhibits, schedules, addenda, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, understandings, representations, and warranties, whether oral or written.



24. Further Assurances. Each Party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all such other agreements, certificates, documents, or other instruments as the other Party may reasonably request in order to carry out the intent and purposes of this Agreement.

25. Delivery by Electronic Transmission. This Agreement, to the extent signed and delivered by means of a facsimile machine, PDF, or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of either Party, the other Party will re-execute original forms thereof and deliver them to the other Party. No Party will raise the use of a facsimile machine, PDF, or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such Party forever waives any such defense.

26. Assignment. Neither this Agreement nor any right, remedy, obligation, or liability arising under this Agreement or by reason of this Agreement may be assigned by a Party, nor may a Party cause any obligation or liability under this Agreement to be assumed by any Person, without the prior written consent of the other Party, which may not be unreasonably withheld, conditioned, or delayed.

27. Binding Effect. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the Parties and their heirs, legal representatives, successors, and permitted assigns.

28. No Third-Party Beneficiaries. No person will have any rights, interest, or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

29. Notices. All notices, requests, demands, claims and other communications hereunder will be in writing and will be deemed duly given (a) when delivered by facsimile transmission with confirmation of delivery, (b) upon receipt if delivered personally, or (c) on the first day following dispatch if sent by an internationally recognized overnight courier service, provided that a copy is also sent to the recipient via email, in each case to the Party's address set forth below.

(a) If to Consultant:

VMC, LLC
1650 West End Boulevard, Suite 100
St. Louis Park, MN 55416
Attention: Angela Merrifield
Email: amerrifield@vmc.com

(b) If to Client:



Town of Munster
1005 Ridge Rd
Munster, IN 46321
Attention: Jim Marino
Email: jmarino@munster.org

A Party may change the address to which notices, requests, demands, claims, and other communications under this Agreement are to be delivered by giving the other Party notice in the manner set forth in this Section 29.

30. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

31. Drafting. Each Party has reviewed this Agreement and has had the opportunity to have the Party's counsel review this Agreement. The rule of construction that ambiguities are resolved against the drafting Party or in favor of the Party receiving a particular benefit under an agreement may not be used to interpret this Agreement.

32. Interpretation. In this Agreement: (a) the headings are only for convenience of reference and will not affect the meaning or interpretation of this Agreement; (b) the words "herein," "hereunder," "hereby" and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph, or Section where they appear); (c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise; (d) unless expressly stated to the contrary, reference to any document, exhibit, or other attachment means such document, exhibit, or other attachment as amended or modified and as in effect from time to time in accordance with the terms thereof; (e) unless expressly stated to the contrary, reference to any law means such law as amended, modified, codified, replaced, or reenacted, in whole or in part, and as in effect from time to time, including any rule or regulation promulgated thereunder; (f) the words "including," "include," and variations thereof are deemed to be followed by the words "without limitation and without limiting the generality of the foregoing"; (g) "or" is used in the sense of "and/or"; "any" is used in the sense of "any or all"; and "with respect to" any item includes the concept "of" such item or "under" such item or any similar relationship regarding such item; (h) unless expressly stated herein to the contrary, reference to a document, including this Agreement, will be deemed to also refer to each annex, addendum, exhibit, schedule, or other attachment thereto; (i) unless expressly stated herein to the contrary, reference to a Section is to a section of this Agreement; (j) when calculating a period, if the last day of such period is not a business day, such period will end on the next day that is a business day, and (k) with respect to all dates and periods in or referred to in this Agreement, time is of the essence.

[Signature Page Follows]



IN WITNESS WHEREOF, each of the Parties has duly executed and delivered this Agreement as of the Effective Date.

CONSULTANT:

VMC, LLC,

a Minnesota limited liability company

By: _____

Name: Angela Merrifield

Title: President

CLIENT:

By: _____

Name: _____

Title: _____





Exhibit A

2025 Standard Consulting Rates

<u>Labor Category</u>	<u>Rate</u>
Consultant VI	\$307.00
Consultant V	\$268.00
Consultant IV	\$239.00
Consultant III	\$211.00
Consultant II	\$160.00
Consultant I	\$134.00
Technical Support III	\$186.00
Technical Support II	\$149.00
Technical Support I	\$108.00



Agreement for Professional Services

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the 21st day of July 2025 (the "Effective Date"), by and between VMC, LLC, a Minnesota limited liability company ("Consultant"), and the Town of Munster, Indiana ("Client"). This Agreement refers to Consultant and Client collectively as the "Parties" and individually as a "Party."

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: As needed 2025 Telecom Professional Services

Client's Authorized Representative	Jim Marino
Address	1005 Ridge Rd Munster, IN 46321
Telephone	219.836.6905
Email	jmarino@munster.org
VMC Director	Dale Romsos
Address	1650 West End Blvd., St Louis Park, MN 55416
Telephone	715-645-9360
Email	dale.romsos@vmcllc.com

I. Scope of Work: Telecommunication: Review and Inspection

1. Construction Documentation Review

As part of the construction documentation review process, an extensive evaluation will be conducted on various documents including lease agreements, lease amendments, site drawings, antenna information, and specifications. This assessment will involve close consultation with both the Client and Carrier representative, providing administrative support to verify that the proposed plan meets the specific requirements outlined by the Client. Additionally, a thorough review of related structural and associated construction documents, along with calculations, will be carried out to ensure compliance with standards and accuracy in implementation.

2. Preconstruction Meeting

A preconstruction meeting will be conducted involving the contractor, subcontractors, and the Client prior to the commencement of construction activities. The primary aim of this meeting is to ensure a comprehensive understanding of the project's scope, timeline, budget, and potential challenges or risks among all involved parties. Through discussions held during this meeting, responsibilities will be clarified, schedules synchronized, and expectations aligned, thus facilitating a seamless execution of the project.



3. Inspections (as required by project scope)

- Perform paint shop and site visits to check work to determine if it's generally in accordance with the construction plans and specifications, utility requirements, and the preconstruction meeting minutes:
- Paint shop observations for antenna and components identified in construction plans.
- Provide observation of the applicable surface preparation and coating application to determine if generally in accordance with the existing system and manufacturer's recommendations.
- Provide observation of mechanically attached component and communication cable routing/line dressing according to the construction plans, scheduled with the contractor.
 - Include evidence of non-compliant items.
 - Include approved and corrected installation/modification as part of follow up from previous inspection.
- Provide needed observation services deemed necessary by client and/or carrier.

4. Final Inspection

This task includes final review of the installation to ensure its alignment with the Client's approved project plans and preconstruction meeting minutes. This involves thoroughly examining the completed installation to verify compliance. Additionally, if necessary, a punch list will be developed and distributed to address any outstanding issues or discrepancies. Please note, follow-up inspections for punch list work are not included in this task and would constitute Additional Services.

5. Project Close out/ Site Administration

Project Closeout and Site Administration involves several key tasks to ensure the project's completion and proper documentation. This includes capturing a comprehensive 360-degree image of the final installation to provide a visual record. Furthermore, all relevant project documents will be compiled and organized into a transmittal package, which will then be sent to the client for submission as a new lease exhibit. Additionally, throughout the entire project, the final billing and escrow account will be meticulously balanced to ensure accuracy and transparency in financial matters.



*Note:

1. The above scope reflects the level of effort associated with typical carrier site upgrades. (excl. field inspections associated with civil site work and weldments) This scope can be modified on a per project basis, as requested by the Client, based on the level of effort required as applicable to the carrier's submitted plan sets
2. Consultant will track project milestones and remaining budget

II. Schedule

Upon Client authorization Consultant can begin this work immediately. Specific to this project, it is the Consultant's intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven (7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

III. Payment

Consultant proposes to provide services as referenced in the scope above on a lump sum/task basis, excluding reimbursable expenses (reproductions, mileage, lodging). Consultant establishes a fee of \$13,400.00 in accordance with the Table below.

Task Description	Fee
Telecommunication: Review and Inspection	
1. Documentation Review	\$1,800.00
Structural Review	\$1,000.00
2. Preconstruction Meeting	\$1,800.00
3. Inspections	
• Mechanical	\$4,500.00
• Final Inspection	\$2,000.00
4. Project Closeout/Site Admin.	\$1,800.00
5. 360 Video (Lump Sum)	\$500.00
Total	\$13,400.00
Additional Services If Needed	
<i>Paint (Shop)</i>	<i>\$850.00</i>
<i>Paint (Field)</i>	<i>\$1,200.00</i>
<i>Special Inspections (welding, foundation, x-ray, DNR water)</i>	<i>\$500 - \$6,000</i>
Additional Services; Out of Scope	
<i>Plan review Iterations</i>	<i>\$1,000.00</i>



Task Description	Fee
Field Observation (per visit)	\$1,200.00

Fee assumes the project has been created by tenant with experienced, diligent, and prepared telecommunication professionals prior to request and document transfer to client. Landlord encourages tenant to contact consultant for site information and project timelines.

*Note: Above fees for Additional Services are Lump Sum per Task representing services outside the scope of this agreement.

Should circumstances arise that require Additional Services on the part of Consultant, Consultant will provide notification to the Client and Carrier of the services to be provided. Reference the table above for associated fees. The payment method, basis, frequency and other special conditions are set forth in the General Conditions of this agreement.

III. Other Terms and Conditions

This Agreement is subject to and incorporates by reference the "General Terms and Conditions" executed between the Parties and dated July 21, 2025. In the event of any inconsistency between this Agreement and the General Terms and Conditions, the terms of the General Terms and Conditions shall govern, unless explicitly stated otherwise in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Professional Services Agreement as of the Effective Date.

CONSULTANT

By: 

Name:

Title: Angela Merrifield
President, VMC LLC

CLIENT

By:

Name:

Title:



Agreement for Professional Services On Call General Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the 21st day of July 2025 (the "Effective Date"), by and between VMC, LLC, a Minnesota limited liability company ("Consultant"), and the Town of Munster, Indiana ("Client"). This Agreement refers to Consultant and Client collectively as the "Parties" and individually as a "Party."

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: On Call General Engineering Services.

Client's Authorized Representative	Jim Marino
Address	1005 Ridge Rd Munster, IN 46321
Telephone	219-836-6905
Email	jmarino@munster.org
VMC Director	Dale Romsos
Address	1650 West End Blvd., St Louis Park, MN 55416
Telephone	715-645-9360
Email	dale.romsos@vmcllc.com

I. Scope

The Basic Services to be provided by consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services, which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

General Services are immediate or minor services requested and authorized by Client via email. Examples of general services that may be requested by Client include:

1. Lease review and negotiations with the carrier.
2. Attending non-project related meetings or other meetings as requested.
3. Attending meetings with staff or Client, as requested.
4. Answering routine engineering-related questions.

When possible, Consultant will provide a fee estimate at the time the services are requested. Client will authorize Consultant to proceed with general engineering services by sending an email from Client's Authorized Representative to Project Manager with details of work required.



II. Payment

The total cost will not exceed \$15,000.00 unless otherwise approved by Client. The payment method, basis, frequency and other special conditions are set forth in the terms and conditions included.

III. Other Terms and Conditions

This Agreement is subject to and incorporates by reference the "General Terms and Conditions" executed between the Parties and dated July 21, 2025. In the event of any inconsistency between this Agreement and the General Terms and Conditions, the terms of the General Terms and Conditions shall govern, unless explicitly stated otherwise in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Professional Services Agreement as of the Effective Date.

CONSULTANT

By: *Angela Merrifield*

Name: Angela Merrifield

Title: President, VMC LLC

CLIENT

By:

Name:

Title: