

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Town of Munster ("Client"), and SEH of Indiana, LLC ("Consultant"), effective September 10, 2014, this Supplemental Letter Agreement dated August 30, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Paving and Water Main Improvements CCMG 23-2.

Client's Authorized Representative: Dustin Anderson
Address: 1005 Ridge Road
Munster, IN 46321
Telephone: 219.836.6907 **email:** danderson@munster.org

Project Manager: Kimberly Wenzel
Address: 9200 Calumet Avenue
Munster, IN 46321
Telephone: 219.513.2508 **email:** kwenzel@sehinc.com

Scope: The Basic Services to be provided by Consultant:

See attached proposal letter dated August 30, 2023

Schedule: See attached proposal letter dated August 30, 2023

Payment:


The lump sum fee for Task 1 is \$61,200.00 including expenses and equipment. The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2 (Lump Sum Basis Option)

The fee for Task 2 is hourly, subject to a not-to-exceed amount of \$24,100.00 including expenses and equipment. The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1 (Hourly Basis Option)

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.

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SEH of Indiana, LLC

By: 
Satya Tallamraju
Title: Client Services Manager

Town of Munster

By: _____
Dustin Anderson
Title: Town Manager



Building a Better World
for All of Us®

August 30, 2023

RE: Town of Munster
Proposal for Engineering Services
Paving and Water Main Improvements
CCMG 23-2
River Dr., Kraay Ave., Terrace Dr.,
Forest Ave.
SEH No. MUNST 174612

Jill DiTommaso
Deputy Town Manager
Town of Munster
1005 Ridge Road
Munster, IN 46321

Dear Ms. DiTommaso:

The Town of Munster recently applied for the Community Crossing Matching Grant (CCMG) funds from INDOT during the second call for funding in 2023. The grant is a 50/50 grant with Munster providing 50 percent of the funds to repave or reconstruct streets in poor condition. The Town staff met to determine the streets to be paved under this round of funding and the CCMG application was submitted in July.

The Town wishes to engage SEH of Indiana, LLC (SEH) to complete topographic survey, prepare engineering plans and specifications, provide bid services, and provide RPR services to rehabilitate the streets listed in Table 1 and as shown in the attached project location map.

PROJECT SCOPE

Table 1 on page 2 lists the streets included in the project as well as the anticipated level of rehabilitation necessary. Proposed work on River Drive, Kraay Avenue, Terrace Drive, and Forest Avenue includes reconstruction of the streets which are in poor condition. Using the grant money to pay for a portion of the reconstruction necessary for this project is a good use of Town funds.

TRAFFIC CALMING

The Town is interested in implementing traffic calming measures along Terrace Drive and Forest Avenue. SEH will work with The Town staff to identify their goals of these measures and determine the most suitable locations to meet those goals. The following traffic calming measures will be evaluated; curb bump outs, raised crosswalks, striping and additional signage, chicanes, and speed humps. SEH will determine the most suitable options for the geometry of Terrace Drive and Forest Avenue and develop two concept drawings per street to be presented to the Town of Munster for input. SEH will attend a meeting with the Town of Munster staff to review these concepts drawings before finalizing design for the preferred alternative.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 9200 Calumet Avenue, Suite N300, Munster, IN 46321-2885

219.513.2500 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

SEH assumes that the traffic calming measures are not intended to significantly modify the geometry of the roadways and it is expected that roadway drainage will remain the same.

Table 1 – Project Scope

Street	From	To	Length of Improvements (MI)	Rehabilitation Work
River Drive	Beech Avenue	White Oak Avenue	0.31	Reconstruction Curb Repair as Necessary ADA Curb Ramps Limited Topographic Survey
Kraay Avenue	River Drive	Fairway Avenue	0.19	Reconstruction Curb Repair as Necessary ADA Curb Ramps Limited Topographic Survey
Terrace Drive	IN/IL Stateline	Hohman Avenue	0.16	Reconstruction Traffic Calming Measures Curb Repair as Necessary ADA Curb Ramps Limited Topographic Survey
Forest Avenue	Terrace Drive	Timrick Drive	0.32	Reconstruction Traffic Calming Measures Curb Repair as Necessary ADA Curb Ramps Limited Topographic Survey

SEH proposes to prepare the following work tasks:

Task 1.1: Topographical Survey – SEH will complete topographic survey of the project streets as indicated in the table above. Limited topographic survey will consist of locating sanitary manholes, storm structures, water valves, fire hydrants, and grades and locates necessary for ADA curb ramp design and general roadway geometrics. Municipal utility locations, along with sanitary and storm sewer pipe sizes, slopes, and materials will be provided to the Town of Munster for inclusion in the GIS system.

Task 1.2: Project Plan Sheets – SEH will prepare project plan sheets utilizing both field survey and aerial photography. Plan sheets will clearly identify the limits of construction, areas of curb and ADA ramp removal and replacement, proposed pavement markings, and planned quantities. ADA curb ramps will be individually field surveyed. Sidewalk improvements will be limited to those adjacent to curb ramp work as needed to meet ADA requirements. Munster Public Works personnel shall identify all curbs and sidewalks to be replaced. The successful contractor will be responsible for preparing maintenance of traffic plans prior to beginning work.

Task 1.3: Traffic Calming Measures – Under this task, SEH will develop two (2) concepts for traffic calming per street and prepare materials to obtain input from the Town of Munster employees.

Using feedback from the Town of Munster, one traffic calming concept per street will be incorporated into the design.

Task 1.4: Project Contract Documents – SEH will prepare contract documents including specifications, bidding documents and an engineer’s estimate of proposed construction costs. SEH will prepare the Notice to Bidders for Munster to advertise.

Task 1.5: Bid Phase Services – SEH will conduct a pre-bid conference and prepare meeting minutes, issue addenda, tabulate contractor bids and prepare a written recommendation, recommending the most responsible and responsive contractor.

Task 2: Resident Project Representative Services – SEH will provide onsite RPR services as requested during the construction phase. SEH will conduct a preconstruction meeting with the contractor, verify installed quantities and conformance with plans and specifications, review and recommend contractor pay applications for approval, assemble final construction records, and prepare INDOT closeout documents.

PROJECT SCHEDULE

SEH proposes to the following schedule:

Award by Town Council	September 6, 2023
Survey/Design	September - November 2023
Anticipated date of CCMG Award Announcement	Fall 2023
Traffic Calming Concepts for Town Review	October 18, 2023
Final Plan Set for Town Review	November 13, 2023
Advertisement for Bids*	November 20, 2023
Bid Opening*	December 13, 2023
Construction Contract Award*	December 20, 2023
Contracting*	January 2024
Begin Construction*	March 2024

* Bidding schedule subject to INDOT award of CCMG funds.

SEH proposes to complete Task 2 as requested. Final record documents will be prepared within 45 days of the contractor’s final completion date.

PROJECT FEE

SEH proposes to complete work on Tasks 1.1-1.5 for a lump sum fee of \$61,200.00. SEH proposes to complete work on Task 2 on an hourly basis not exceeding \$24,100.00 without prior authorization by the Town of Munster. All work will be completed pursuant to our Master Agreement for Professional Services and its conditions dated September 10, 2014.

Ms. Jill DiTommaso
August 30, 2023
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As always, we appreciate this opportunity to provide design services to Munster and work to complete projects that improve our town. If you have any questions, feel free to contact me by email at kwenzel@sehinc.com or by telephone at (219) 513-2508.

Sincerely,

SEH OF INDIANA, LLC

A handwritten signature in black ink, appearing to read "K. Wenzel".

Kimberly Wenzel, PE (IL, IN)
Professional Engineer

c: Steve Gunty, Director of Public Works
Chris Spolnik, Superintendent of Operations
David White, Water/Sewer Division Supervisor

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RECONSTRUCTION
RECONSTRUCTION
WITH TRAFFIC CALMING



FILE NO.
174612
DATE:
8/30/2023

**PROPOSED STREET PAVING AND
TRAFFIC CALMING
2023-2 COMMUNITY CROSSINGS**

**EXHIBIT
NO. 1**



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FILE NO.
174612
DATE:
8/30/2023

**PROPOSED STREET PAVING AND
TRAFFIC CALMING
2023-2 COMMUNITY CROSSINGS**

EXHIBIT
NO. 2



Exhibit A-1
to Supplemental Letter Agreement
Between Town of Munster, Indiana (Client)
and
SEH of Indiana, LLC (Consultant)
Dated August 30, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

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

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. 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.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit A-2
to Supplemental Letter Agreement
Between Town of Munster, Indiana (Client)
and
SEH of Indiana, LLC (Consultant)
Dated August 30, 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.

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