

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 March 13, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Paving Improvements CCMG 24-1.

Client's Authorized Representative: David Nellans
Address: 1005 Ridge Road
Munster, IN 46321
Telephone: 219.836.6900 **email:** dnellans@munster.org

Project Manager: Kimberly Wenzel
Address: 931 Ridge Road, Suite E
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 March 13, 2024

Schedule: See attached proposal letter dated March 13, 2024

Payment:

The lump sum fee for Task 1 is \$62,400.00 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 \$26,800.00 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.

https://sehincazure-my.sharepoint.com/personal/kwenzel_sehinc_com/documents/desktop/munst_ccmg_23-2/sla_munster_ccmg_23-2.docx

SEH of Indiana, LLC

By: 
Satya Tallamraju
Title: Client Services Manager

Town of Munster

By: _____
David Nellans
Title: Town Council President



Building a Better World
for All of Us®

March 13, 2024

RE: Town of Munster
Proposal for Engineering Services
Paving Improvements CCMG 24-1
Highland Place, Meadow Lane, Linden
Avenue, and Independence Drive
SEH No. MUNST 177900

David Nellans
Town Council President
Town of Munster
1005 Ridge Road
Munster, IN 46321

Dear Mr. Nellans,

The Town of Munster recently applied for the Community Crossing Matching Grant (CCMG) funds from INDOT during the first call for funding in 2024. 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 to INDOT.

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 maps.

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 Highland Place, Meadow Lane, Linden Avenue, and Independence Drive includes repaving 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.

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

Table 1 – Project Scope

| Street | From | To | Length of Improvements (MI) | Rehabilitation Work |
|--------------------|------------------|-------------------|-----------------------------|---|
| Highland Place | Ridge Road | Broadmoor Avenue | 0.27 | Full Depth Mill and Overlay Curb Repair as Necessary ADA Curb Ramps Limited Topographic Survey |
| Meadow Lane | Ridge Road | Broadmoor Avenue | 0.26 | Full Depth Mill and Overlay Curb Repair as Necessary ADA Curb Ramps Limited Topographic Survey |
| Linden Avenue | Fischer Street | Park Drive | 0.34 | Full Depth Mill and Overlay Curb Repair as Necessary ADA Curb Ramps Limited Topographic Survey |
| Independence Drive | White Oak Avenue | Washington Circle | 0.21 | Full Depth Mill and Overlay 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. SEH will also walk each street with a Town employee to determine curb and gutter and sidewalk removal and replacement locations.

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: 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 1.4: 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 during the construction phase. This will involve an average of 2 hours of on-site representation per day, spanning 8 weeks, which is the anticipated construction timeline. 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 | March 18, 2024 |
| Survey/Design | March-April 2023 |
| Anticipated date of | |
| CCMG Award Announcement | April 2024 |
| Final Plan Set for Town Review | May 8, 2024 |
| Advertisement for Bids* | May 15, 2024 |
| Bid Opening* | June 5, 2024 |
| Construction Contract Award* | June 17, 2024 |
| Contracting* | June 2024 |
| Begin Construction* | July 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 1.1-1.4 for a lump sum fee of \$62,400.00. SEH proposes to complete work on Task 2 on an hourly basis not exceeding \$26,800.00 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.

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.

David Nellans
March 13, 2024
Page 4

Sincerely,

SEH OF INDIANA, LLC

A handwritten signature in black ink, appearing to read "K. Wenzel". The signature is written in a cursive, flowing style.

Kimberly Wenzel, PE (IL, IN)
Professional Engineer

c: Chris Spolnik, Superintendent of Operations
David White, Water/Sewer Division Supervisor
Patricia Abbott, Controller/Interim Town Manager

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--- MILL AND OVERLAY



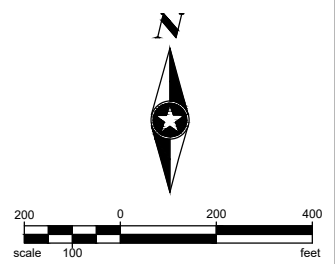
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FILE NO.
177900
DATE:
3/12/2024

**PROPOSED STREET MILL AND
OVERLAY
CCMG 2024-1**

**EXHIBIT
NO. 1**



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— — — — — MILL AND OVERLAY

RIDGE RD

RIDGE RD

PARK DR

35TH ST

LINDEN AVE

FISHER ST



FILE NO.
177900

DATE:
3/12/2024

**PROPOSED STREET MILL AND
OVERLAY
CCMG 2024-1**

**EXHIBIT
NO. 2**



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scale 100 feet

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FILE NO.
177900
DATE:
3/12/2024

**PROPOSED STREET MILL AND
OVERLAY
CCMG 2024-1**

**EXHIBIT
NO. 3**



200 0 200 400
scale 100 feet

Exhibit A-1
to Supplemental Letter Agreement
Between Town of Munster, Indiana (Client)
and
SEH of Indiana, LLC (Consultant)
Dated March 13, 2024

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 March 13, 2024

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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