

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Town of Munster, Indiana ("Client"), and SEH of Indiana, LLC ("Consultant"), effective September 10, 2014, this Supplemental Letter Agreement dated July 8, 2022 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Roadway and Water Main Improvements – Beverly Place.

**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:** 219.836.6905 **email:** kwenzel@sehinc.com

**Scope:** The Basic Services to be provided by Consultant:

*See attached proposal letter dated July 11, 2022*

**Schedule:** *See attached proposal letter dated July 11, 2022*

**Payment:**

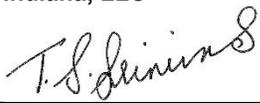
The lump sum fee for Task 1 is \$35,890.11 including expenses and equipment. The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2 (Lump Sum Basis Option).

The fee for Task 2 is hourly, subject to a not-to-exceed amount of \$10,546.80 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:   
Title: Satya Tallamraju  
Client Services Manager

**Town of Munster, Indiana**

By: \_\_\_\_\_  
Title: Dustin Anderson  
Town Manager



Building a Better World  
for All of Us®

July 11, 2022

RE: Town of Munster  
Proposal for Beverly Place Engineering  
Services as part of the 2022-2 CCMG  
Street Paving and Water Main  
Improvements Project  
SEH No. MUNST 165495

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

Dear Ms. DiTommaso:

Munster intends to apply for the Community Crossing Matching Grant (CCMG) funds from INDOT during the second call for funding in 2022. The grant is a 50/50 grant with Munster providing 50 percent of the funds to repave or reconstruct streets in poor condition. Staff met to determine that Beverly Place shall be included in this project.

The Town wishes to engage SEH of Indiana, LLC (SEH) to prepare engineering plans and specifications to rehabilitate Beverly Place, listed in Table 1 and shown in the attached project location map, as part of the 2022-2 CCMG.

### **PROJECT SCOPE**

Table 1 on page 2 lists the rehabilitation work included in the project as well as the anticipated level of rehabilitation necessary. Using the grant money to pay for a portion of the resulting repaving necessary for this project is a good use of Town funds.

### **BIOSWALE**

Included in the scope of the project is a bioswale and storm sewer improvements along Beverly Place. Working with staff, SEH will investigate a range of options that are suitable to the geometry of Beverly Place. As resident buy-in to any change in the roadway alignment is important, concept drawings will be developed by SEH and presented to the community by the Town for input.

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](http://sehinc.com)

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

Table 1 – Project Scope

Street	From	To	Rehabilitation Work
Beverly Place	Illinois/Indiana State Line	Hohman Avenue	Reconstruction Storm sewer/Bioswale construction Curb construction ADA curb ramps

SEH proposes to prepare the following work tasks:

*Task 1.1: 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 construction, areas of ADA ramp removal and replacement, proposed pavement markings and item planned quantities. ADA curb ramps will be individually field surveyed and clearly detailed to assure compliance with ADA construction standards. Sidewalk improvements will be limited to work needed to meet ADA requirements. Munster Public Works personnel shall identify all sidewalks to be replaced. The successful contractor will be responsible for preparing maintenance of traffic plans prior to beginning work.

*Task 1.2: 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 1.3: Bioswale and Storm Sewer Measures* – Under this task, SEH will develop a bioswale design and prepare materials to obtain public input on this concept. Using feedback from residents, the bioswale layout will be finalized and incorporated into the design.

*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 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	July 18, 2022
Design	July-August, 2022
Anticipated date of CCMG Award Announcement	September 2022
Final Plan Set for Town Review	October 7, 2022
Advertisement for Bids*	October 28, 2022
Bid Opening*	November 18, 2022
Construction Contract Award*	November 28, 2022
Contracting*	March/April, 2023
Begin Construction*	April, 2023

\* 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 \$35,890.11. SEH proposes to complete work on Task 2 on an hour rate basis not exceeding of \$10,546.80 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](mailto:kwenzel@sehinc.com) or by telephone at (219) 513-2508.

Sincerely,

SEH OF INDIANA, LLC



Kimberly Wenzel  
Civil Engineer

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

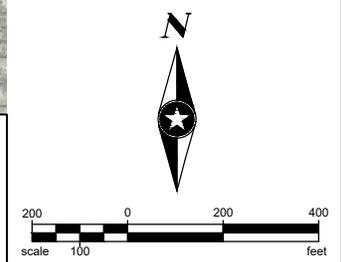
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FILE NO.  
165495  
DATE:  
7/6/2022

**PROPOSED BEVERLY PLACE  
2022-2 COMMUNITY CROSSINGS**

**EXHIBIT  
NO. 1**



**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between Town of Munster, Indiana (Client)**  
**and**  
**SEH of Indiana, LLC (Consultant)**  
**Dated July 8, 2022**

**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 July 8, 2022**

**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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