

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 26, 2024 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Munster Water Distribution Model.

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

Project Manager: Chad Katzenberger, PE
Address: 931 Ridge Road, Suite E
Munster, IN 46321
Telephone: 218.855.1720 **email:** Ckatzenberger@sehinc.com

Scope: The Basic Services to be provided by Consultant:

See attached proposal letter dated March 26, 2024

Schedule: See attached proposal letter dated March 26, 2024


Payment:

The fee for the project is hourly, subject to a not-to-exceed amount of \$48,900.00 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: _____
David Nellans
Title: Town Council President

Exhibit A-1
to Supplemental Letter Agreement
Between Town of Munster, Indiana (Client)
and
SEH of Indiana, LLC (Consultant)
Dated March 26, 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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