

February 28, 2025

Proposal for Engineering RPR Services Paving Improvements CCMG 25-1 Timberwood Ln., Lilac Ln., Somerset Dr., Harrison Ave., Cobblestone Rd., Cornwallis Ln., and Westminster Ln. SEH No. MUNST 183595

RE: Town of Munster

George Shinkan Town Council President Town of Munster 1005 Ridge Road Munster, IN 46321

Dear Mr. Shinkan,

The Town of Munster recently applied for the Community Crossing Matching Grant (CCMG) funds from INDOT during the first call for funding in 2025. 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 to provide on-site inspection (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 Timberwood Lane. Lilac Lane, Somerset Drive, Harrison Avenue, Cobblestone Road, Cornwallis Lane, and Westminster Lane 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.

Table 1 – Project Scope

Street	From	То	Length of	Rehabilitation Work
			Improvements (MI)	
Timberwood Lane	White Oak	Ashwood	0.45	Full Depth Mill and Overlay
	Avenue	Lane		Curb Repair as Necessary
				ADA Curb Ramps
				Limited Topographic Survey
Lilac Lane	Camellia	Azalea Drive	0.08	Full Depth Mill and Overlay
	Drive			Curb Repair as Necessary
				ADA Curb Ramps
				Limited Topographic Survey
Somerset Drive	White Oak	Redwood	0.55	Full Depth Mill and Overlay
	Avenue	Lane		Curb Repair as Necessary
				ADA Curb Ramps
				Limited Topographic Survey
Harrison Avenue	Fisher Street	Ridge Road	0.72	Full Depth Mill and Overlay
				Curb Repair as Necessary
				ADA Curb Ramps
				Limited Topographic Survey
Cobblestone Road	Boxwood	Main Street	0.25	Full Depth Mill and Overlay
	Drive			Curb Repair as Necessary
				ADA Curb Ramps
				Limited Topographic Survey
Cornwallis Lane	Westminster	Westminster	0.40	Full Depth Mill and Overlay
	Lane	Lane		Curb Repair as Necessary
				ADA Curb Ramps
				Limited Topographic Survey
Westminster Lane	Cornwallis	Cornwallis	0.40	Full Depth Mill and Overlay
	Lane	Lane		Curb Repair as Necessary
				ADA Curb Ramps
				Limited Topographic Survey

SEH proposes to prepare the following work tasks:

Task 1: Resident Project Representative Services – SEH will provide onsite RPR services during the construction phase. This will involve an average of 8 hours of on-site representation per day, spanning 16 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 and submit INDOT closeout documents on behalf of the Town of Munster.

SEH proposes to complete Task 1 as requested. Final record documents will be prepared within 45 days of the contractor's final completion date.

George Shinkan February 28, 2025 Page 3

#### **PROJECT FEE**

SEH proposes to complete work on Task 1 on an hourly basis not exceeding \$128,000.00 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 <a href="https://kwenzel@sehinc.com">kwenzel@sehinc.com</a> or by telephone at (219) 513-2508.

Sincerely,

SEH, LLC

Kim Wengel

Kimberly Wenzel, PE (IL, IN) Professional Engineer

cc: Patricia Abbott, Controller/Interim Town Manager Robert Valois, Director of Operations

https://sehincazure-my.sharepoint.com/personal/kwenzel\_sehinc\_com/Documents/Desktop/CCMG 25-1/Proposal/RPR Proposal ONLY\_CCMG 25-1.docx

#### **Supplemental Letter Agreement**

In accordance with the Master Agreement for Professional Services between Town of Munster ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective September 10, 2014, this Supplemental Letter Agreement dated February 28, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Paving Improvements CCMG 25-1 RPR.

Client's Authori	ized Representative: George	e Shinkan				
Address: 10	005 Ridge Rd, Munster, Indiana 4632 <sup>2</sup>	1, United States				
Telephone:	(219) 836-6900	email: _gshinkan@	munster.org			
Droiget Manage	Vimborly Wongol					
Project Manager: Kimberly Wenzel  Address: 931 Ridge Road, Suite E, Munster, Indiana 46321						
		email: kwenzel@sehinc.com				
reiepiioliei _	(210) 010 2000	MONIZOIGE	5611116.56111			
Scope: The Ser	rvices to be provided by Consultant:					
See attached pr	roposal letter dated February 28, 2025	i				
Resident Proje	ct Representative Services					
RPR services will be provided in accordance with attached Exhibit B.						
Schedule: See attached proposal letter dated February 28, 2025						
Payment:						
The estimated fee is subject to a not-to-exceed amount of \$128,000.00 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.						
	nd Conditions: Other or additional teroply solely to this project as specifically		Master Agreement for Professional ature of the Parties and set forth herein:			
Short Elliott Hendrickson Inc.		Town of Mu	Town of Munster			
By:	T.S. Leinin 8	Ву:				
Full Name: S	atya Tallamraju	Full Name:	George Shinkan			
Title: C	lient Services Manager	Title:	Town Council President			

# Exhibit A-1 to Supplemental Letter Agreement Between Town of Munster (Client) and

Short Elliott Hendrickson Inc. (Consultant)
Dated February 28, 2025

## 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 but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

- 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.
- 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
- 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.

## Exhibit B to Supplemental Letter Agreement **Between Town of Munster (Client)** and

**Short Elliott Hendrickson Inc. (Consultant)** Dated February 28, 2025

### A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

#### A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

#### B. Duties and Responsibilities of RPR

- Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
- Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3. Liaison:
  - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
- Shop Drawings and Samples\*:
  - (a) Record date of receipt of shop drawings and samples.
  - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
  - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
- Review of Work, Observations and Tests:
  - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
- (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
- Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.

#### Records: 8.

- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
- (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

- (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
- (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
- (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
- (d) Report immediately to Consultant and Client upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

#### 12. Completion:

- (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
- (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
- (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

#### C. Limitations of Authority

Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
- 2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
- 3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
- 4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
- 6. Shall not authorize Client to occupy the Project in whole or in part.
- 7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.







