



Design with Purpose. Build with Confidence.

April 15, 2022

Mr. Tom Ourada
City Administrator
City of Crete
243 East 13th Street
Crete, NE 68333

Re: RTSD Coordination Proposal
City of Crete/Saline County

Dear Tom:

The Schemmer Associates Inc. (SCHEMMER) proposes to provide professional services to the City of Crete (CLIENT or OWNER) in association with assisting the OWNER and county in the formation of a Railroad Transportation Safety District (RTSD) in Saline County. The development of this scope of services and compensation proposal is based in part on the following:

- Conversations with City staff
- Knowledge of the project area

I. SCOPE OF SERVICES

A. GENERAL

SCHEMMER shall render for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary engineering services incidental thereto.

Generally, these services are to include conducting research, providing and presenting data and documentation and assisting with public involvement related to promoting the formation of a RTSD within Saline County.

PHONE 402.488.2500

FAX 402.488.3221

333 South 21st Street, Suite 102
Lincoln, Nebraska 68510

B. DETAILED SCOPE OF SERVICES:

1. Progress/review Meetings

SCHEMMER will facilitate and attend up to four (4) meetings with the City of Crete and Saline County officials. Other attendees may include the Nebraska Department of Transportation and the Lincoln/Lancaster County RTSD. The purpose of these meetings will be to review RTSD requirements, benefits, taxing authority, development process, public information strategies, implementation timeline, etc.

2. Data Collection

This task will consist of research and data collection by SCHEMMER team members related to the formation of a RTSD.

3. Public Open House

SCHEMMER will prepare for and conduct one (1) public open house to share information related to the purpose of an RTSD. Materials shared at the public open house may include but not be limited to:

- Potential RTSD-funded project types
- Taxing Authority
- RTSD governing makeup
- Project examples from other RTSD's
- Timeline for RTSD formation

Schemmer will prepare one (1) handout to be available to the general public with a summary of information presented at the public open house.

II. CRITERIA, ASSUMPTIONS AND EXCEPTIONS

1. Not Applicable

III. COMPENSATION

- A. **Basic Services:** Our proposed fee for performing the basic services shall be on an hourly basis with a total not to exceed amount of Twenty-Nine Thousand Seven Hundred Twenty-Three Dollars and Eighty Cents (\$29,723.80).
- B. **Additional Services:** Additional Services as approved and directed by OWNER will be rendered by SCHEMMER on a hourly rate basis as agreed to at the time such services are requested. If services are to be provided per hourly rates, you will be invoiced in accordance with our Schedule of Hourly Rates in effect at the time the Additional Services are requested plus reimbursable expenses for such services.

IV. SCHEDULE

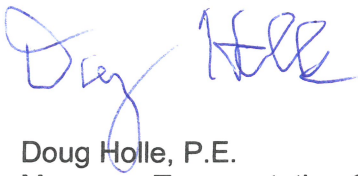
SCHEMMER shall commence services on the project immediately after receipt of Notice-to-Proceed and receipt of data/information from other parties as outlined herein. Specific dates for the tasks below will be developed mutually by the OWNER and SCHEMMER.

Kickoff Meeting:	May 2022
Meeting #2:	June 2022
Meeting #3:	July 2022
Public Open House:	August 2022
Meeting #4:	September 2022

If the foregoing Proposal and attached General Conditions are agreeable, please indicate your acceptance by signing and returning one copy of this proposal. SCHEMMER will consider the signed proposal an Agreement between OWNER and SCHEMMER for the services described herein.

Sincerely,

SCHEMMER



Doug Holle, P.E.
Manager, Transportation Group

ACCEPTED:

City of Crete, Nebraska

BY: _____

TITLE: _____

DATE: _____

EXHIBIT B: Hour Estimate Form

RTSD Coordination

City of Crete

ITEM NO.	TASK DESCRIPTION	PRIN	PROJ MGR	SEN PROJ ENGR	REG DESIGN ENGR	ENGR/ SEN TECH	ENGR TECH	SEN REG SURVEYOR	PARTY CHIEF SURVEYOR	ASSOC SURVEYOR	GRAPHIC DESIGNER	ADMIN ASST	TOTAL PER TASK
I.	Project Administration												
I.a	Project Management		12										12
I.b	Progress/Review Meetings		40				16						56
I.d	Data Collection		24			16							40
VII.	Public Information												
VII.a	Public Information Meeting		24			6	40						70
													0
	TOTALS	0	100	0	0	22	56	0	0	0	0	0	178

**RTSD Coordination
City of Crete**

EXHIBIT B: FEE SUMMARY SCHEDULE

Direct Salary Costs

PROJECT TASK & PERSONNEL CLASSIFICATION	ESTIMATED HOURS	2022 RATE	ESTIMATED LABOR CHARGE	TASK COST
I. Project Administration				\$19,340.00
PRINCIPAL	0	\$240.00	\$0.00	
PROJECT MANAGER	76	\$205.00	\$15,580.00	
SENIOR PROJECT ENGINEER	0	\$175.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$150.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	16	\$150.00	\$2,400.00	
ENGINEERING TECHNICIAN	16	\$85.00	\$1,360.00	
REGISTERED SURVEYOR	0	\$135.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$100.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$75.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	
VII. Public Information				\$9,220.00
PRINCIPAL	0	\$240.00	\$0.00	
PROJECT MANAGER	24	\$205.00	\$4,920.00	
SENIOR PROJECT ENGINEER	0	\$175.00	\$0.00	
REGISTERED DESIGN ENGINEER	0	\$150.00	\$0.00	
ENGINEER/ SENIOR TECHNICIAN	6	\$150.00	\$900.00	
ENGINEERING TECHNICIAN	40	\$85.00	\$3,400.00	
REGISTERED SURVEYOR	0	\$135.00	\$0.00	
PARTY CHIEF SURVEYOR	0	\$100.00	\$0.00	
ASSOCIATE SURVEYOR	0	\$75.00	\$0.00	
GRAPHIC DESIGNER	0	\$0.00	\$0.00	
ADMINISTRATIVE ASSISTANT	0	\$0.00	\$0.00	

Subtotal Labor Costs

178 \$28,560.00

DIRECT NON-SALARY COSTS:

	No.	Rate (\$)	
Printing	1	\$ 500.00	\$ 500.00
Mileage	280	\$ 0.585	\$ 163.80
Survey Mileage		\$ 0.585	-
Geotech (Field Drilling Subcontractor)		\$ 925.00	-
Geotech (Lab Reimbursable)		\$ 210.00	-
Title Searches		\$ 200.00	-
Lodging		\$ 70.00	-
Per Diem		\$ 39.00	-
Public Meeting	1	\$ 500.00	\$ 500.00
Storm Sewer Video Inspection		-	-
Wetland Delineation		-	-

Sub-Total Direct Non-Salary Costs

\$ 1,163.80

TOTAL ESTIMATED FEE

\$29,723.80

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including, but not limited to, drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are Instruments of Service in respect to the project identified in the Agreement. They are not intended or represented to be suitable for use on extensions of this project or on any other project for any purpose without the specific written permission of The Schemmer Associates Inc., which may be withheld in The Schemmer Associates Inc.'s sole discretion. The Schemmer Associates Inc. may, in its sole discretion, condition permission on payment of additional compensation to The Schemmer Associates Inc. Any use without permission shall be at the user's sole risk and without liability to The Schemmer Associates Inc. Client agrees that it will indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due. If, after a period of suspension, the project is restarted, The Schemmer Associates Inc. shall be entitled to payment for any increased costs it incurs as a result of the suspension.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid for services performed prior to termination, including reimbursable expenses.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other, which consent may be withheld in the sole discretion of the non-assigning party.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the unpaid amount shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%) from the date of billing.
7. **DELINQUENT PAYMENTS.** If any payment due hereunder remains unpaid for a period of sixty (60) days after invoice, The Schemmer Associates Inc. may, in its sole discretion, cease providing services and not resume providing services until all amounts owing have been paid in full. Cessation of service for nonpayment shall not constitute breach by The Schemmer Associates Inc. of this agreement, or an election of remedies, and Client shall fully indemnify The Schemmer Associates Inc. for any liability or damages caused thereby. All mechanics lien rights available to The Schemmer Associates Inc. may be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be due as a result of the work performed by The Schemmer Associates Inc. shall be invoiced to Client as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Client shall indemnify and hold The Schemmer Associates Inc. harmless from and against all claims arising out of or related in any way to hazardous materials.
10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** Client understands and agrees that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this

agreement in any way except by a writing, expressly varying the terms of this Agreement.

11. **INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.** The Schemmer Associates Inc. agrees that it shall not knowingly take any action which shall cause loss of The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.

12. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees that The Schemmer Associates Inc.'s liability to Client for damages arising out of or in any way related to its work in connection with the project or any error or deficiency in the Instruments of Service for the project, whether arising in contract, tort or otherwise, including, but not limited to, claims for indemnity or contribution shall be limited to the sum of \$50,000 or the amount paid to The Schemmer Associates Inc. as fees under this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

13. **COMPUTER AIDED DESIGN/DRAFTING (CADD).** CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.

13.1 Electronic files will be submitted to the Client for a 30-day acceptance period ("the Acceptance Period"). During this period, the Client may review and examine the files. Any errors discovered during the Acceptance Period will be corrected by The Schemmer Associates Inc. at no additional cost to Client. Any work associated with errors discovered or changes requested after the Acceptance Period will be considered additional services and will be performed on a time and materials basis, at The Schemmer Associates Inc.'s customary charge for the work requested. The Schemmer Associates Inc. will not maintain copies of the electronic files beyond the end of the Acceptance Period.

13.2 Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., Client agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after the end of the Acceptance Period. Client agrees that it will indemnify and save harmless The Schemmer Associates Inc. from any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output

generated from them. Upon the expiration of the Acceptance Period, The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that are submitted by it to Client. "Accuracy" as used in this paragraph is defined as meeting the care and skill ordinarily used by members of the professional practicing under similar conditions at the same time and in the same locality.

13.3 The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates Inc. reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.

13.4 Any use or reuse of electronic files by the Owner or others without written authorization from The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk. The Schemmer Associates Inc. may refuse authorization in its sole discretion or condition authorization on CADD adaptation by The Schemmer Associates Inc. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of the agreement for the project. Owner will, to the fullest extent permitted by law, defend, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from use or reuse of electronic files without written authorization from The Schemmer Associates Inc.

14. **LIMITATION OF WARRANTY.** The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.

15. **GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.

16. **CONSTRUCTION STAKING.** In the case that construction staking services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Construction Staking shall be considered a part of this document.