

Sam Schwartz
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**Sam
Schwartz**

February 11, 2022

Dustin Anderson
Town Manager
Town of Munster
1005 Ridge Road
Munster, IN 46321

RE: RAISE Grant Assistance

Dear Mr. Anderson:

Sam Schwartz Consulting, LLC, is pleased to submit this proposal to support the Town of Munster in completing a grant application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program 2022 for the Ridge Road Streetscape.

We will draw from our recent work with the Town and Teska Associates on the Ridge and Calumet Corridor Studies to support the application materials. Sam Schwartz has assisted agencies with similar grant applications for previous TIGER grant cycles and will draw from that experience to fulfill the grant support services within the required timeline for the Town to submit the application to the Department of Transportation.

The proposed scope of work and schedule is outlined in the following pages. Sam Schwartz' estimated fee for these services is \$10,000 and will be billed on a time and materials basis, based on our standard fees, attached to this proposal.

If you accept this Scope of Services and budget, as well as the attached standard terms, please sign where indicated and return a copy of the proposal to our office. A rate sheet for hourly services is also attached. We look forward to continuing our work with the Town of Munster and the opportunity to bring additional resources to the Town through this grant program. Please contact me with any questions regarding this submittal.

Sincerely,



Stacey Meekins, AICP
Principal

Sam Schwartz Engineering, DPC is a firm authorized to perform engineering services in different states and works in cooperation with Sam Schwartz Consulting, LLC, collectively comprising the Sam Schwartz team. Working as a team provides both companies access to the entire network of professionals.

RAISE Grant Assistance

Project Understanding

Sam Schwartz Consulting (Sam Schwartz) will assist the Town of Munster in preparing a grant application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program 2022 for the Ridge Road Streetscape. Sam Schwartz will work closely with the Town to incorporate comprehensive supportive justification for the project. Our team will facilitate a process that incorporates several opportunities for review and feedback prior to the grant application completion.

Scope of Work

Task 1: Kickoff Meeting & Background Research

Our team will attend a kickoff meeting with the Town to review the scope of work and the timeline. Sam Schwartz will come prepared with an outline of the application and a list of data or material requests from the Town.

This task will also include a review of the grant application process, forms, and guidance.

Task 2: Draft Grant Narrative

Sam Schwartz will prepare a full draft narrative of the grant application for review and approval by the Town, including supporting graphics. It is anticipated that the majority of supporting graphics will be provided by the Town and/or have previously been developed by Sam Schwartz. If necessary, Sam Schwartz can prepare original graphics to support elements of the application.

Task 3: Benefit Cost Analysis

Sam Schwartz will prepare a benefit cost analysis (BCA), based on the federal guidance provided to support the RAISE grant program, available [here](#) and provide to the Town for review and approval.

Task 4: Final Grant Materials

Sam Schwartz will revise the grant application narrative and BCA based on feedback from the Town and prepare final grant materials. The Town will be responsible for collecting letters of support from relevant agencies and elected officials.

Sam Schwartz will internally QA/QC all final materials before submitting the Town, a minimum of 3 working days in advance of the grant deadline.

Project Schedule

Week ending	18-Feb	25-Feb	4-Mar	11-Mar	18-Mar	25-Mar	1-Apr	8-Apr	15-Apr
Kickoff Meeting									
Grant review & webinar									
Client coordination									
Application outline									
Draft content									
Draft BCA									
Revised content									
Final application									

FEE SUMMARY AND AUTHORIZATION

Sam Schwartz is requesting \$10,000 for completion of the tasks detailed above.

If you approve this fee for additional work completed, please return a signed copy of this agreement. If you have any questions, please do not hesitate to email or call. We look forward to continuing working with you on this exciting project.

Attached: 2021-2022 Standard Billing Rates
 Professional Services Terms and Conditions

AUTHORIZATION TO PROCEED ACCEPTED BY:

_____	_____
Signature	Name (please print)

_____	_____
Title & Company	Date

BY SIGNING THIS DOCUMENT, YOU CERTIFY THAT YOU ARE AUTHORIZED TO ENTER INTO BINDING CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

TERMS AND CONDITIONS TO AGREEMENT BETWEEN SAM SCHWARTZ AND CLIENT FOR PROFESSIONAL SERVICES

1. General

These Terms and Conditions, together with the executed proposal and any attachments thereto, and written modifications made after the date the proposal is executed, constitute the Professional Services Agreement ("Agreement") between SAM SCHWARTZ CONSULTING, LLC ("SAM SCHWARTZ") and the person or entity to whom the proposal is addressed ("Client") to perform the scope of services ("Services") set forth in the proposal for the project identified in the proposal ("Project"). The Agreement is the entire and integrated agreement of the parties for the Project and it may be modified only in writing.

2. Independent Contractor

SAM SCHWARTZ is an independent contractor and is not an employee, agent or partner of Client. Nothing in this Agreement establishes a fiduciary relationship between SAM SCHWARTZ and Client.

3. Performance of Services

SAM SCHWARTZ shall perform the Services in accordance with the skill and care ordinarily applied by design professionals performing similar services at the same time and in the same locality as the Project and under similar circumstances ("Standard of Care"). SAM SCHWARTZ will render the Services without any warranty, express or implied, regarding the quality or timeliness of the Services and Client expressly waives all such warranties.

4. Time of Performance

SAM SCHWARTZ shall perform the Services according to Client's schedule as expeditiously as is consistent with the Standard of Care. Neither party to this Agreement will be liable to the other party for delays in performance or for direct or indirect costs resulting from delays that result from labor strikes, riots, acts of war or terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

5. Compliance with Law

SAM SCHWARTZ shall exercise the Standard of Care to comply with the requirements of all applicable codes, regulations, and current written interpretations thereof published and in effect during this Agreement.

6. Responsibility at the Project Site

SAM SCHWARTZ shall not have control over or charge of, and shall not be responsible for (a) construction means, methods, techniques, sequences or procedures, (b) safety precautions and programs in connection with work or activities at the project site, (c) acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the Project site, or (d) the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by SAM SCHWARTZ in the performance of the Services.

7. Payment

SAM SCHWARTZ will submit fee invoices monthly and payment will be due within thirty (30) days of the invoice date ("Due Date"). Invoices paid more than forty-five days after the Due Date shall accrue interest at a rate of 1% per month on the outstanding balance. All payments shall be made in US dollars. In addition to the fee, SAM SCHWARTZ will bill reimbursable expenses incurred for the Project on a direct cost basis + 15% to cover administrative costs. Without providing ten (10) days' written notice setting forth good cause therefor, Client shall not withhold amounts from payments due. If Client fails to make payments within fifteen (15) days of the Due Date, SAM SCHWARTZ may suspend or terminate the Services, without liability to Client for delay, after providing seven (7) days' written notice to Client and an opportunity to make payment. Before resuming performance, SAM SCHWARTZ shall be paid all sums due prior to the suspension and any expenses unavoidably incurred in suspending and resuming the Services. Following the resumption of performance, time schedules and SAM SCHWARTZ's fee for the remaining Services shall be equitably adjusted.

8. Indemnification

To the fullest extent permitted by law, SAM SCHWARTZ and Client shall each indemnify and hold harmless (but not defend from claims) the other party, its officers, directors, and employees from any and all damages, losses, costs, and reasonable attorneys' fees recoverable under the law ("Damages") arising from third-party claims alleging personal injury or property damage, but only to the extent the Damages are caused by the negligent acts, errors, or omissions of the party (or its officers, employees and/or agents, contractors or consultants) from whom indemnity is sought. Neither party shall be indemnified for its own negligence.

9. Authorized Use of Deliverables

On condition that Client performs its obligations under this Agreement, including timely payment of amounts due, SAM SCHWARTZ grants to Client a non-exclusive license to reproduce the deliverables of SAM SCHWARTZ and its subconsultants including any reports, drawings, and specifications ("SAM SCHWARTZ Documents") solely and exclusively for use in executing the Project. Any termination of this Agreement prior to the completion of the Project shall terminate this non-exclusive license. Client's modification of any SAM SCHWARTZ Documents, or use of them on another project, without SAM SCHWARTZ's professional involvement or written consent is at Client's sole risk and, to the fullest extent permitted by law, Client shall indemnify and defend SAM SCHWARTZ from claims by any third party arising from such use or modification.

10. Termination

Either party may terminate this Agreement for the material default of the other party to perform its obligations under this Agreement through no fault of the terminating party, but only after providing seven (7) days' written notice to the defaulting party and an additional ten (10) days to cure the default. In the event of any termination, Client shall pay to SAM SCHWARTZ all amounts due for Services satisfactorily performed prior to the date of the termination.

11. Limitation of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of SAM SCHWARTZ, and SAM SCHWARTZ's officers, directors, partners, employees, agents, and subconsultants (if any such liability exists), to Client, and to anyone claiming by, through, or under Client, for any claims, losses, costs, or damages whatsoever, arising out of, resulting from, or in any way related to the Project or Agreement from any cause or causes, including but not limited to tort, negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by SAM SCHWARTZ or \$50,000 whichever is greater.

12. Existing Conditions

SAM SCHWARTZ shall be permitted to rely upon the accuracy and completeness of information that Client provides regarding the Project. Unless specifically required under this Agreement, SAM SCHWARTZ shall not perform or have performed any destructive testing or open any concealed portions

TERMS AND CONDITIONS TO AGREEMENT BETWEEN SAM SCHWARTZ AND CLIENT FOR PROFESSIONAL SERVICES

of Client's building(s) or site in order to ascertain its actual, but hidden, condition, and SAM SCHWARTZ shall not be responsible for costs arising from hidden conditions later discovered. Unless a duty under this Agreement, SAM SCHWARTZ shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form and Client shall defend, indemnify, and hold harmless SAM SCHWARTZ from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at Client's site, except to the extent caused by the negligence of SAM SCHWARTZ.

13. Waiver of Consequential Damages

The Client and SAM SCHWARTZ mutually waive consequential, indirect or special damages for claims, disputes or other matters in question arising out of or relating to the Services or the Project, whether in contract or in tort, including but not limited to loss of use, loss of profit, lost opportunity costs, diminution in value, or claims for delay, impact or disruption damages made by Client or any of its contractors or subcontractors, whether or not the possibility of such damages had been disclosed to the other party in advance or could have been reasonably foreseen by such other party. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

14. No Personal Liability

This Agreement does not create and shall not be deemed to create or permit any personal liability or obligation on the part of any owner, shareholder, officer, director, employee, agent or representative of either party. Each party agrees that any claim arising under or related to the Project shall be made only against the corporate legal entity of SAM SCHWARTZ or Client.

12. No Third Party Rights

Nothing in this Agreement shall be construed to give any person or entity other than Client and SAM SCHWARTZ any legal or equitable right, remedy, or claim under this Agreement.

13. Severability

If any of these Terms and Conditions are adjudicated in a court of competent jurisdiction and determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and remain binding upon the parties.

15. Assignment

Neither SAM SCHWARTZ nor the Client shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigning party from any duty or responsibility under this Agreement.

16. Survival

These Terms and Conditions shall survive the completion of SAM SCHWARTZ's Services on the Project and the termination of the Agreement for any cause.

17. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located.

Consulting Fees
Effective July 1, 2021

	Hourly Rate
Management	
President	\$650
Executive Vice President	\$365
Director of Transportation Engineering	\$325
Senior Vice President	\$325
Senior Principal	\$325
Vice President	\$285
Principal	\$285
Sr. Associate	\$245
Sr. Technical Advisor	\$285
Associate	\$190
Traffic Engineering	
Sr. Transportation Engineer III	\$215
Sr. Transportation Engineer II	\$175
Sr. Transportation Engineer I	\$160
Transportation Engineer II	\$140
Transportation Engineer I	\$120
Transportation Planning	
Sr. Planner/Urban Designer II	\$175
Sr. Planner/Urban Designer I	\$150
Data Scientist	\$130
Planner/Urban Designer II	\$130
Planner/Urban Designer I	\$115
Transit & Rail	
Sr. Transit Engineer II	\$175
Sr. Transit Engineer I	\$160
Transit Engineer II	\$140
Transit Engineer I	\$120
Sr. Transit Planner II	\$175
Sr. Transit Planner I	\$150
Transit Planner II	\$130
Transit Planner I	\$115
Civil Design	
Senior Civil Engineer III	\$215
Senior Civil Engineer II	\$200
Senior Civil Engineer I	\$170
Civil Engineer II	\$140
Civil Engineer I	\$120
Sr. Civil Designer II	\$170
Sr. Civil Designer I	\$150
Civil Designer II	\$125
Civil Designer I	\$100
Community Outreach Services	
Sr. Community Outreach Liaison I	\$150
Community Outreach Liaison I	\$125
Sr. Community Outreach Liaison II	\$135
Construction Related Services	
Senior Engineer/MPT	\$185
Engineer/MPT	\$160
Senior Resident Engineer	\$220
Resident Engineer	\$170
Office Engineer/Senior Inspector	\$160
Inspector	\$125
Technical Support Services	
Sr. Technician	\$80
Technician	\$70
Administrative Services	
Sr. Coordinator II	\$110
Sr. Coordinator I	\$100
Coordinator	\$90
Administrator	\$80