

SIXTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

November 17, 2025 at 6:00 PM

City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI

Notice of the 16th Regular Meeting of the 2025-2026 Common Council.

This meeting may be viewed LIVE on:

Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and: www.wscssheboygan.com/vod.

Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361. Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 by 12:00 p.m. on meeting day to be called upon during the meeting. All Alderpersons may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: 281 833 582 100 54

Passcode: zX2ri7gm

OPENING OF MEETING

- 1. Call to order
- 2. Roll Call
- 3. Pledge of Allegiance

4. Approval of Minutes

Fifteenth Regular Council Meeting held on November 3, 2025

5. Mayoral Appointments

Marica Reinthaler to be considered for appointment to the Redevelopment Authority Alderperson Alanza Grawien to be considered for appointment to the Licensing, Hearings, and Public Safety Committee

6. Confirmation of Mayoral Appointments

Alderperson John Belanger to be considered for appointment to the Finance & Personnel Committee Alderperson Susie Boorse to be considered for appointment as the Vice Chair of the Licensing, Hearings, and Public Safety Committee

Alderperson Dean Dekker to be considered for appointment to the Redevelopment Authority Mitchell Tenpas to be considered for appointment to the Mayor's International Committee

7. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

- 9. Hearing 8-25-26 is scheduled this evening to give persons an opportunity to be heard relative to a proposed General Development Plan (PUD zoning) by Quasius Construction, Inc. to construct an addition at 342 S. Pier Drive, Sheboygan. WI.
- 10. Hearing 9-25-26 is scheduled this evening to give persons an opportunity to be heard relative to a proposed amendment to the City of Sheboygan Municipal Code. The purpose of the amendment is to amend the approval time for submitted certified survey maps.

CONSENT

- 11. Report 28-25-26 by the Finance Director submitting the Tax Levy Certification for the 2025-2026 School Year from the Kohler School District.
 - Voted 4-0 by Finance and Personnel Committee to recommend filing
- 12. Report 29-25-26 by Finance Director submitting a tax levy report that supports the 2025-2026 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2025 fully certified values furnished by the Wisconsin Department of Revenue.
 - Voted 4-0 by Finance and Personnel Committee to recommend filing
- 13. Res. No. 126-25-26 by Alderpersons Mitchell and Perrella authorizing the Finance Director to make all necessary changes and record all transactions in the City's General Ledger to close the Stormwater Fund and consolidate it into the General Fund.
 - Voted 4-0 by Finance and Personnel Committee to recommend adoption
- 14. Res. No. 124-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to take such steps as are necessary to release a utility easement at Parcel No. 59281007701 to support site redevelopment.
 - Voted 4-0 by Public Works Committee to recommend adoption
- 15. Res. No. 127-25-26 by Alderpersons Dekker and Rust authorizing the purchase of eleven (11) trucks from Enterprise Fleet Management and the signing of all required documents associated with the purchase.
 - Voted 4-0 by Public Works Committee to recommend adoption
- 16. Res. No. 125-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Lease Agreement with Sheboygan County Conservation Association regarding the operation of a pheasant farm on Maywood Park land.
 - Voted 4-0 by Public Works Committee to recommend adoption

RESOLUTIONS

- 17. Res. No. 128-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to take such measures necessary to release certain judgment liens relating to 1430 Erie Ave., Sheboygan, Wisconsin.
 - Voted 4-0 by Finance and Personnel Committee to recommend filing

- 18. Res. No. 109-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract for architectural design, engineering, and construction administration services regarding Harbor Centre Marina and associated facilities at 821 Broughton Drive.
 - Voted 4-1 by Public Works Committee to recommend adoption Voted 9-0 by Committee of the Whole to recommend adoption
- 19. Res. No. 122-25-26 by Alderpersons Dekker and Rust vacating a 1034.86 square foot portion of right-of-way on the south side of North Franklin Street adjacent to Parcel No. 59281111200 located in part of Lots 15, 16, and 17, Block 313 of Original Plat, City of Sheboygan, Sheboygan County, Wisconsin. LAYS OVER

Voted 4-0 by Public Works Committee to recommend adoption

GENERAL ORDINANCES

- 20. Gen. Ord. No. 30-25-26 by Alderpersons Mitchell and Perrella amending various sections of the Sheboygan Municipal Code regarding administrative fees.
 - Voted 4-0 by Finance and Personnel Committee to recommend adoption
- 21. Gen. Ord. No. 29-25-26 by Alderpersons Dekker and Rust amending Sections 54-397; 54-398; and 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.
 - Voted 4-0 by Public Works Committee to recommend adoption
- 22. Gen. Ord. No. 31-25-26 by Alderperson Close amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of Parcel No. 59281111460, 819 N. 6th Street, from Class Suburban Office (SO) to Class Neighborhood Commercial (NC) Classification. REFER TO CITY PLAN COMMISSION

MATTERS LAID OVER

- 23. Gen. Ord. No. 24-25-26 by Alderperson Close amending section 103-50 of the Sheboygan Municipal Code regarding certified survey map approval timing.
 - Voted 7-0 by City Plan Commission to recommend adoption
- 24. Res. No. 123-25-26 by Alderperson Close approving the amended General Development Plan and amended Specific Implementation Plan submitted by Quasius Construction Inc. to expand EB Flow Coffeehouse located at 342 S Pier Drive within a Planned Unit Development (PUD) zone.
 - Voted 7-0 by City Plan Commission to recommend adoption

OTHER MATTERS AUTHORIZED BY LAW

TENTATIVE DATE OF NEXT REGULAR MEETING

25. Next Regular Meeting Date: December 1, 2025

ADJOURN MEETING

26. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN

FIFTEENTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, November 03, 2025

OPENING OF MEETING

1. Call to order

The meeting was called to order at 6:00 p.m.

2. Roll Call

Alderpersons present: Belanger, Boorse, Close, Dekker, Heidemann, Menzer, Mitchell, Perrella, Rust (remote) – 9.

3. Pledge of Allegiance

4. Approval of Minutes

Fourteenth Regular Council Meeting held on October 20, 2025

MOTION TO APPROVE THE MINUTES

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, Menzer, Mitchell, Perrella, Rust -9.

5. Mayoral Appointments – Lays over

Alderperson John Belanger to be considered for appointment to the Finance & Personnel Committee

Alderperson Susie Boorse to be considered for appointment as the Vice Chair of the Licensing, Hearings, and Public Safety Committee

Alderperson Dean Dekker to be considered for appointment to the Redevelopment Authority Mitchell Tenpas to be considered for appointment to the Mayor's International Committee

6. Confirmation of Mayoral Appointment

Elizabeth Majerus appointment to the position of City Attorney

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Menzer, Mitchell, Perrella, Rust -8. Voting Abstaining: Heidemann -1.

7. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. Lisa Salgado, Michael Brunette, and Roberta Filicky-Peneski all spoke.

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

Item 4.

9. Election

Election to be held this evening to fill the unexpired term of Alderperson - District 4. Alanza Grawien, Kris Johnson, Nicholas LaPoint, Timm McDonald all spoke.

Motion to nominate all candidates who provided applications to the City Clerk are hereby nominated. Voting will be done by open ballot via the instant runoff method where each voter will rank the candidates in order of preference. If no candidate receives a majority of first-choice votes, the candidate with the fewest votes will be eliminated and those votes transferred to their second choices. Ties will be broken by looking back to who received the most votes in the previous rounds. This process is repeated until a candidate has a majority. A candidate cannot be elected unless he or she is ranked on a majority of ballots. Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Heidemann, Menzer, Mitchell, Perrella, Rust – 9.

After voting occurred, Mayor announced Alanza Grawien as the Alderperson to fulfill the unexpired term of Alderperson – District 4.

10. Swearing In

City Clerk administered oath of office to Alanza Grawien.

CONSENT

11. Report 27-25-26 by Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2025.

MOTION TO ACCEPT AND FILE THE REPORT

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

12. Res. No. 116-25-26 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2025 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell. Perrella. Rust – 10.

13. Res. No. 117-25-26 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2025 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

Item 4.

14. Res. No. 118-25-26 by Alderpersons Mitchell and Perrella expressing the intent of the Commodian Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2025 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer,

Mitchell, Perrella, Rust – 10.

15. Res. No. 119-25-26 by Alderpersons Mitchell and Perrella expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2025 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

16. Report 24-25-26 by Deputy City Attorney Liz Majerus submitting the exit interview summary for the City of Sheboygan for Quarter 3 of 2025.

MOTION TO ACCEPT AND FILE THE REPORT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

17. Report 26-25-26 by Sheboygan Police Department pursuant to section 30-50 of the Sheboygan Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department for the period commencing July 1, 2025 and ending September 30, 2025.

MOTION TO ACCEPT AND FILE THE REPORT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

18. Report 25-25-26 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department, for the period commencing July 1, 2025 and ending September 30, 2025.

MOTION TO ACCEPT AND FILE THE REPORT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

19. Res. No. 121-25-26 by Alderpersons Rust and La Fave authorizing acceptance of the FY 2025 Office of Community Oriented Policing Services (COPS) Hiring Program Grant.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

20. Res. No. 114-25-26 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a Volvo DD25B Tandem Vibratory Compactor for the Motor Vehicle Division of the Department of Public Works.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

21. Res. No. 113-25-26 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for a Caterpillar 275 Compact Tracked Loader for the Motor Vehicle Division of the Department of Public Works.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

RESOLUTIONS

22. Res. No. 120-25-26 by Alderpersons Mitchell and Perrella authorizing the appropriate City staff to adjust the Fleet Mechanic position within the City's compensation table.

MOTION TO ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

23. Res. No. 112-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City officials to sign necessary documents to effectuate a land transfer with Sheboygan County.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

24. Res. No. 115-25-26 by Alderpersons Dekker and Rust accepting a donation from The Optimist Club of Sheboygan to support the installation of new playground equipment and sidewalk border at Optimist Park and authorizing the Finance Director to amend the 2025 budget for associated expenses.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

Item 4.

25. Res. No. 111-25-26 by Alderpersons Dekker and Rust authorizing the appropriate City official to execute an underground Electric and Communication Easement to Alliant Energy at Parcel Nos. 59281206682 and 59281206683 located south of the Police Station.

MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

- 26. Res. No. 123-25-26 by Alderperson Close approving the amended General Development Plan and amended Specific Implementation Plan submitted by Quasius Construction Inc to expand EB Flow Coffeehouse located at 342 S Pier Drive within a Planned Unit Development (PUD) zone. LAYS OVER
- 27. Res. No. 122-25-26 by Alderpersons Dekker and Rust vacating a 1034.86 square foot portion of right-of-way on the south side of North Franklin Street adjacent to Parcel No. 59281111200 located in part of Lots 15, 16, and 17, Block 313 of Original Plat, City of Sheboygan, Sheboygan County, Wisconsin. REFER TO PUBLIC WORKS COMMITTEE

GENERAL ORDINANCES

28. Gen. Ord. No. 21-25-26 by Alderpersons Dekker and Rust creating two (2) no parking zones on North Commerce Street.

MOTION TO ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

29. Gen. Ord. No. 22-25-26 by Alderpersons Dekker and Rust creating two (2) no parking zones on Pennsylvania Avenue.

MOTION TO ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

30. Gen. Ord. No. 23-25-26 by Alderpersons Dekker and Rust placing stop signs related to the relocation of North Commerce Street.

MOTION TO ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

31. Gen. Ord. No. 26-25-26 by Alderpersons Dekker and Rust amending Section 48-96 of the Sheboygan Municipal Code regarding temporary obstructions.

MOTION TO ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

32. Gen. Ord. No. 28-25-26 by Alderpersons Rust and La Fave amending various sections of the Sheboygan Municipal Code so as to increase fees charged by the police department.

MOTION TO ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

33. Gen. Ord. No. 27-25-26 by Alderpersons Rust and La Fave amending various sections within Chapter 12 of the Sheboygan Municipal Code.

MOTION TO ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust – 10.

34. Gen. Ord. No. 25-25-26 by Alderpersons Rust and La Fave amending Section 40-55 of the Sheboygan Municipal Code so as to allow alcohol at Wildwood Athletic Complex.

MOTION TO ADOPT THE ORDINANCE

Motion made by Dekker, Seconded by Perrella. Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer, Mitchell, Perrella, Rust -10.

35. Gen. Ord. No. 24-25-26 by Alderperson Close amending section 103-50 of the Sheboygan Municipal Code regarding certified survey map approval timing. LAYS OVER

MATTERS LAID OVER

36. Res. No. 110-25-26 by Alderpersons Rust and Dekker establishing the 2026 Budget appropriations and the 2025 Tax Levy for use during the calendar year.

MOTION TO ADOPT RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer,

Mitchell, Perrella – 9.

Not present to vote: Rust - 1.

OTHER MATTERS AUTHORIZED BY LAW - None.

TENTATIVE DATE OF NEXT REGULAR MEETING

37. Next Regular Meeting Date: November 17, 2025

ADJOURN MEETING

38. Motion to Adjourn

Item 4.

MOTION TO ADJOURN AT 7:09 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Boorse, Close, Dekker, Grawien, Heidemann, Menzer,

Mitchell, Perrella – 9.

Not present to vote: Rust - 1.



November 12th 2025

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Marica Reinthaler to be considered for appointment to the Redevelopment Authority
- Alder Alanza Grawien to be considered for appointment to the Licensing, Hearings, and Public Safety Committee

Ryan Sorenson

Mayor

City of Sheboygan

Office of the Mayor

CITY HALL 828 CENTER AVE. SHEBOYGAN, WI 53081

920-459-3317 www.sheboyganwi.gov Marica Reinthaler – Director of Customer Experience for Kallista, Lakeland Grad. Marketing & Business Administration, Fmr. SASD School Board Member



October 30th 2025

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Alder John Belanger to be considered for appointment to the Finance & Personnel Committee
- Alder Susie Boorse to be considered for appointment as the Vice Chair of the Licensing, Hearings, and Public Safety Committee
- Alder Dean Dekker to be considered for appointment to the Redevelopment Authority
- Mitchell Tenpas to be considered for appointment to the Mayor's International Committee

Ryan Sorenson

Mayor

City of Sheboygan

Office of the Mayor

CITY HALL 828 CENTER AVE. SHEBOYGAN, WI 53081

920-459-3317 www.sheboyganwi.gov $\label{thm:michell Tenpas-North High Social Studies Teacher, and Forensics Coach. Fmr Maywood Advisory Board Member$

CITY OF SHEBOYGAN HEARING 8-25-26

NOVEMBER 17, 2025.

A hearing is scheduled to give persons an opportunity to be heard relative to a proposed General Development Plan (PUD zoning) by Quasius Construction, Inc. to construct an addition at 342 S. Pier Drive, Sheboygan. WI.

All interested parties will be heard.

Item 9.

NOTICE OF PUBLIC HEARING RELATIVE TO GENERAL DEVELOPMENT PLAN (PUD ZONING)

Notice is hereby given that a public hearing will be held at 6:00 P.M., November 17, 2025 in the Council Chambers of City Hall, 828 Center Avenue, to give persons an opportunity to be heard relative to a proposed General Development Plan (PUD zoning) by Quasius Construction, Inc. to construct an addition at 342 S Pier Drive, Sheboygan, WI.

MEREDITH DEBRUIN City Clerk



Thank you for placing your order with us.

From Sheboygan Legals <legals@sheboyganpress.com>

Date Thu 10/23/2025 9:19 AM

To DeBruin, Meredith < Meredith. DeBruin@sheboyganwi.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

THANK YOU for your ad submission!

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We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Sheboygan Press's online Classifieds HERE to place your legal notices in the future.

Deadlines vary by publication, changes and/or cancellations may not be honored due to deadline restrictions.

Job Details

Schedule for ad number LWIX03951770

Order Number: Classification:

Package:

LWIX0395177

LAAIV0222111

Govt Public Notices

General Package

Additional Options: 1 Affidavit \$1.00

Total payment: \$28.17

Fri Oct 31, 2025

Sheboygan Press

All Zones

Fri Nov 7, 2025

Sheboygan Press All Zones

Account Details

Sheb, City Of,Legal Acct
828 Center AVE # 110 ACCOUNTS PAYABLE
Sheboygan, WI ◆ 53081-4442
920-459-4000
Bernard.Rammer@sheboyganwi.gov
Sheb, City Of,Legal Acct

Item 9.

NOTICE OF PUBLIC HEARING RELATIVE TO GENERAL DEVELOPMENT PLAN (PUD ZONING)

Notice is hereby given that a public hearing will be held at 6:00 P.M., November 17, 2025 in the Council Chambers of City Hall, 828 Center Avenue, to give persons an opportunity to be heard relative to a proposed General Development Plan (PUD zoning) by Quasius Construction, Inc. to construct an addition at 342 S Pier Drive, Sheboygan, WI.

MEREDITH DEBRUIN
City Clerk

WNAXLP October 31, November 7 2025 LWIX0395177

CITY OF SHEBOYGAN HEARING 9-25-26

NOVEMBER 17, 2025.

A hearing is scheduled to give persons an opportunity to be heard relative to a proposed amendment to the City of Sheboygan Municipal Code. The purpose of the amendment is to amend the approval time for submitted certified survey maps.

All interested parties will be heard.

Publish – October 31 and November 7 (Classified)

Item 10.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN MUNICIPAL CODE REGARDING CERTIFIED SURVEY MAP APPROVAL TIMING:

Notice is hereby given that a public hearing will be held at 6:00 P.M., November 17, 2025 in City Hall, 3rd Floor Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Municipal Code. The purpose of the amendment is to amend the approval time for submitted certified survey maps.

MEREDITH DEBRUIN City Clerk

Thank you for placing your order with us.

From Sheboygan Legals < legals@sheboyganpress.com> Date Wed 10/22/2025 9:35 AM

DeBruin, Meredith < Meredith. DeBruin@sheboyganwi.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Sheboygan Press's online Classifieds HERE to place your legal notices in the future.

Deadlines vary by publication, changes and/or cancellations may not be honored due to deadline restrictions.

Notes

Hello, As requested, your ad is set to run in the Sheboygan Press on October 31 & November 7, 2025. The order cost is \$33.89 which includes an affidavit, that will be mailed out to the address within 7-10 business days after

Job Details

Schedule for ad number LWIX03943740

Order Number: Classification: Package:

LWIX0394374

Govt Public Notices

General Package

Sheboygan Press

All Zones All Zones

Fri Oct 31, 2025 Fri Nov 7, 2025 Sheboygan Press

Total payment: \$33.89

Additional Options: 1 Affidavit \$1.00

Account Details

Sheb, City Of, Legal Acct 828 Center AVE # 110 ACCOUNTS PAYABLE Sheboygan, WI 4 53081-4442

920-459-4000

Bernard.Rammer@sheboyganwi.gov

Sheb, City Of, Legal Acct

Item 10.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN MUNICIPAL CODE REGARDING CERTIFIED SURVEY MAP APPROVAL TIMING:

Notice is hereby given that a public hearing will be held at 6:00 P.M., November 17, 2025 in City Hall, 3rd Floor Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Municipal Code. The purpose of the amendment is to amend the approval time for submitted certified survey maps.

MEREDITH DEBRUIN City Clerk

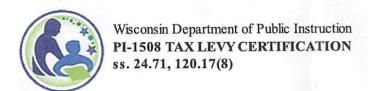
WNAXLP October 31, November 7 2025 LWIX0394374

CITY OF SHEBOYGAN REPORT 28-25-26

BY FINANCE DIRECTOR.

NOVEMBER 10, 2025.

Submitting the Tax Levy Certification for the 2025-2026 School Year from the Kohler School District.



Instructions: This form must be signed in the pres a notary public, and delivered to the clerk of each municipality having territory within the school district on or before November 10

2025-2026 School Year

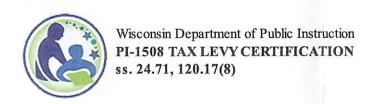
(Ref Wisconsin Statute s.120.12(3))

	① Municipal Clerk:			
T		EREDITH DEBRUIN	② Municipality:	City of Sheboygan
0		8 CENTER AVE HEBOYGAN, WI 53081-4442	③ County:	Sheboygan
	distributed using the same percentalized valuation.	age	Entire School District	Portion of School District Lying Within Municipality
			Column 1	Column 2
	(October Certification)	Out) Tax Apportionment	\$1,019,396,932.00	\$300,249,823.00
	⑤ Percent of Entire School	District	100.000000%	29.453671%
	6 Total Levy		\$6,354,958.00	\$1,871,768.45

CERTIFICATION

HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the unicipality, as required by s. 120.17(8). The state superintendent, pursuant to s. 120.06, has certified to me the equalized valuations shown on Line 4, which I have used to etermine the portion of the school district levy to be paid by the municipality.

		Name of School District	School District Clerk
	F		
	R	Kohler School District (2842)	Heather Gehri
	O M	Signature of School District Clerk	Heather Gold
	GOETSCH	Signature of Notary Public Wull	. optim
NOTARY SEAL	W NOTARY Z	Signed before me this date October 30, 202	My Commision Expires 5 04/17/2027
Wisconsin Statutory References:	PUBLIC		strict Administrator
120.17(8) 120.44	TAX MSO		ohler School District 3 Upper Rd
121.06(2)	OF WISO		ohler, WI 53044



2025-2026 School Year

Per §74.09(3)(db) a school board is required to sepal report any tax levies that exceed its annual revenue limit as a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies.

ist of approved 2025-2026 debt and non-recuring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.

Municipal Clerk: MEREDITH DEBRUIN

Municipality:

City of Sheboygan

School District:

Kohler School District (2842)

828 CENTER AVE

SHEBOYGAN, WI 53081-4442

County:

Sheboygan

School District Clerk:

Heather Gehri

	Percent of Entire School District	2025-2026 Levy Amount due to Referendum	Total Referendum Amount	Year Expires	Туре	Vote Date	Referenda ID
\$391,588.51	29.453671%	\$1,329,506.61	\$17,550,000.00	2041	Issue Debt	04/06/2021	RF-5063
\$57,789.99	29.453671%	\$196,206.39	\$2,590,000.00	2041	Issue Debt	04/06/2021	RF-5064

CITY OF SHEBOYGAN REPORT 29-25-26

BY FINANCE DIRECTOR.

NOVEMBER 10, 2025.

Submitting a tax levy report that supports the 2025-2026 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2025 fully certified values furnished by the Wisconsin Department of Revenue.



Tax Levy Certification 2025-2026 Fiscal Year

Municipal Clerk: Meredith Debruin

Municipality: City of Sheboygan

County: Sheboygan

	Entire Technical College District	Portion of Technical College District within Municipality
 Equalized Valuation (TID Out) Tax Apportionment (October Certification) 	\$27,279,138,478	\$4,971,814,900
2. Percentage of Entire Technical College District	100%	18.2257%
3. Total Levy	\$13,807,301	\$2,516,477.74

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 3, column 2, above, to be assessed against the taxable property of that portion of the Technical College District lying within the municipality, as required by s.38.16(1). Annually, by October 31, or within 10 days after receipt of the equalized valuations from the department of revenue, whichever is later, the district board may levy a tax on the full value of the taxable property of the district for the purposes of making capital improvements, acquiring equipment, operating, and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s.67.035. The district board secretary shall file with the clerk of each city, village, or town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village, or town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village, or town location in the district, as certified to the district board secretary by the department of revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village, or town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected, such amounts shall be paid by the treasurer of each city, village, or town to the district board treasurer.

As the Board President of the Technical College District of the State of Wisconsin listed here, I do hereby certify the amount shown on Line 3, column 1, above, was voted on and authorized at the District Board meeting held on the 15th day of October 2025.

Technical College District Name:

Lakeshore Technical College

Technical College District Board President:

Manica Nichtor

Lakeshore Technical College 2025-26

			2025-2	ь				
	TID Out			26			SINKE	
Municipality	Equalized Valuations	Percent of Total	General	Special Revenue	Debt Service	Operating Total	Debt Service	Total
Calumet County	Valuations	Total	General	Novelide	Salvice	Total	Curricu	Total
08 012 T NEW HOLSTEIN Calumet County Total	58,592,056.00 58,592,056.00	0.002148	13,210.29 13,210.29	1,084.67	1,185.38 1,185.38	15,480.34 15,480.34	14,175.95 14,175.95	29,656.29 29,656.29
Calumet County Total	36,392,036.00	0.002140	13,210.23	1,004.07	1,103.30	15,460.54	14,115.55	23,030.23
Manitowoc County	205 252 422 22	0.010816	66 500 70	5 400 07	5,969.21	77.052.00	71,385.40	* 40 220 22
36 002 T CATO 36 004 T CENTERVILLE	295,050,400.00 130,027,800.00	0.010816	66,522.70 29,316.35	5,462.07 2,407.12	2,630.61	77,953.98 34,354.08	31,459.32	149,339.38 65,813.40
36 006 T COOPERSTOWN	15,050,457.00	0.000552	3,393.31	278.62	304.49	3,976.42	3,641.35	7,617.77
36 008 T EATON	124,996,931.00	0.004582	28,182.08	2,313.98	2,528.83	33,024.89	30,242.15	63,267.04
36 010 T FRANKLIN 36 012 T GIBSON	197,084,300.00 192,356,396.00	0.007225	44,435.05 43,369.09	3,648.49 3,560.96	3,987.24 3,891.59	52,070.78 50,821.64	47,683.19 46,539.30	99,753.97 97,360.94
36 014 T KOSSUTH	339,835,200.00	0.012458	76,619.97	6,291.14	6,875.25	89,786.36	82,220.79	172,007.15
36 016 T LIBERTY	247,279,200.00	0.009065	55,752.10	4,577.71	5,002.74	65,332.55	59,827.50	125,160.05
36 018 T MANITOWOC 36 020 T MANITOWOC RAP	170,760,100.00 PIDS 385,407,200.00	0.006260	38,499.94 86,894.73	3,161.16 7,134.78	3,454.67 7,797.23	45,115.77 101,826.74	41,314.24 93,246.62	86,430.01 195,073.36
36 022 T MAPLE GROVE	86,254,840.00	0.003162	19,447.20	1,596.78	1,745.03	22,789.01	20,868.77	43,657.78
36 024 T MEEME	235,395,100.00	0.008629	53,072.68	4,357.71	4,762.31	62,192.70	56,952.23	119,144.93
36 026 T MISHICOT	176,270,400.00	0.006462	39,742.30	3,263.17	3,566.15	46,571.62	42,647.42	89,219.04
36 028 T NEWTON 36 030 T ROCKLAND	431,757,800.00 117,859,953.00	0.015827 0.004321	97,345.04 26,572.96	7,992.84 2,181.86	8,734.95 2,384.44	114,072.83 31,139.26	104,460.83 28,515.40	218,533.66 59,654.66
36 032 T SCHLESWIG	421,381,900.00	0.015447	95,005.67	7,800.75	8,525.04	111,331.46	101,950.45	213,281.91
36 034 T TWO CREEKS	80,634,200.00	0.002956	18,179.96	1,492.73	1,631.32	21,304.01	19,508.89	40,812.90
36 036 T TWO RIVERS	280,169,200.00	0.010270	63,167.55	5,186.58	5,668.14	74,022.27	67,785.01	141,807.28
36 112 V CLEVELAND 36 126 V FRANCIS CREEK	157,982,200.00 72,906,700.00	0.005791	35,619.01 16,437.70	2,924.62 1,349.67	3,196.16 1,474.99	41,739.79 19,262.36	38,222.70 17,639.27	79,962.49 36,901.63
36 132 V KELLNERSVILLE	22,751,800.00	0.000834	5,129.67	421.19	460.29	6,011.15	5,504.64	11,515.79
36 151 V MISHICOT	154,751,600.00	0.005673	34,890.63	2,864.81	3,130.80	40,886.24	37,441.08	78,327.32
36 176 V REEDSVILLE	100,686,000.00	0.003691	22,700.88	1,863.93	2,036.99	26,601.80	24,360.29	50,962.09
36 181 V SAINT NAZIANZ 36 186 V VALDERS	69,647,500.00 89,066,400.00	0.002553	15,702.87 20,081.10	1,289.34 1,648.83	1,409.05 1,801.91	18,401.26 23,531.84	16,850.73 21,549.00	35,251.99 45,080.84
36 191 V WHITELAW	67,695,700.00	0.003265	15,262.82	1,253.20	1,369.56	17,885.58	16,378.51	34,264.09
36 241 C KIEL (part Calumet		0.016274	100,091.37	8,218.33	8,981.38	117,291.08	107,407.93	224,699.01
36 251 C MANITOWOC	3,468,006,700.00	0.127130	781,904.22	64,200.83	70,161.72	916,266.77	839,060.38	1,755,327.15
36 286 C TWO RIVERS	1,016,059,900.00	0.037247	229,083.04	18,809.62	20,556.05	268,448.71	245,828.71	514,277.42 4,854,505.05
Manitowec County Total	9,591,064,577.00	0.351590	2,162,421.99	177,552.82	194,038.14	2,534,012.95	2,320,492.10	4,654,505.05
Ozaukee County								
45 002 T BELGIUM	237,487,712.00	0.008706	53,544.49	4,396.45	4,804.65	62,745.59	57,458.51	120,204.10
45 006 T FREDONIA 45 106 V BELGIUM	202,276,981.00 367,777,200.00	0.007415 0.013482	45,605.80 82,919.84	3,744.62 6,808.41	4,092.29 7,440.55	53,442.71 97,168.80	48,939.52 88,981.16	102,382.23 186,149.96
Ozaukee County Total	807,541,893.00	0.029603	182,070.13	14,949.48	16,337.49	213,357.10	195,379.19	408,736.29
and the second s								
Sheboygan County	272.245.624.22	0.000001	64 400 64	5.044.75	5 500 00	74 055 05	SE 202 48	127 047 41
59 002 T GREENBUSH 59 004 T HERMAN	272,345,661.00 275,539,600.00	0.009984	61,403.64 62,123.75	5,041.75 5,100.88	5,509.86 5,574.48	71,955.25 72,799.11	65,892.16 66,664.91	137,847.41 139,464.02
59 006 T HOLLAND	606,005,300.00	0.022215	136,631.25	11,218.56	12,260.18	160,109.99	146,618.82	306,728.81
59 008 T LIMA	418,208,800.00	0.015331	94,290.25	7,742.01	8,460.84	110,493.10	101,182.75	211,675.85
59 010 T LYNDON	298.918,100.00	0.010958	67,394.72	5,533.67	6,047.45	78,975.84	72,321.17	151,297.01
59 012 T MITCHELL 59 014 T MOSEL	219,462,600.00 204,875,700.00	0.008045	49,480.51 46,191.71	4,062.76 3,792.72	4,439.98 4,144.87	57,983.25 54,129.30	53,097.46 49,568.27	111,080.71 103,697.57
59 016 T PLYMOUTH	647,734,800.00	0.023745	146,039.68	11,991.07	13,104.41	171,135.16	156,714.98	327,850.14
59 018 T RHINE	686,505,300.00	0.025166	154,780.96	12,708.80	13,888.78	181,378.54	166,095.24	347,473.78
59 020 T RUSSELL	46,846,091.00	0.001717	10,562.02	867.23	947.75	12,377.00	11,334.09	23,711.09
59 022 T SCOTT 59 024 T SHEBOYGAN	270,696,200.00 1,372,031,900.00	0.009923	61,031.75 309,341.25	5,011.21 25,399.49	5,476.49 27,757.77	71,519.45 362,498.51	65,493.08 331,953.68	137,012.53 694,452.19
59 026 T SHEBOYGAN FAL		0.013254	81,520.46	6,693.51	7,314.98	95,528.95	87,479.50	183,008.45
59 028 T SHERMAN	259,448,400.00	0.009511	58,495.79	4,802.99	5,248.94	68,547.72	62,771.76	131,319.48
59 030 T WILSON	763,632,600.00	0.027993	172,170.24	14,136.61	15,449.16	201,756.01	184,755.65	386,511.66
59 101 V ADELL 59 111 V CASCADE	50,155,600.00 77,903,600.00	0.001839	11,308.19 17,564.31	928.50 1,442.18	1,014.70 1,576.08	13,251.39 20,582.57	12,134.80 18,848.24	25,386.19 39,430.81
59 112 V CEDAR GROVE	263,500,000.00	0.002659	59,409.27	4,877.99	5,330.90	69,618.16	63,752.03	133,370.19
59 121 V ELKHART LAKE	573,953,500.00	0.021040	129,404.79	10,625.21	11,611.73	151,641.73	138,864.10	290,505.83
59 131 V GLENBEULAH	61,549,500.00	0.002256	13,877.08	1,139.42	1,245.22	16,261.72	14,891.48	31,153.20
59 135 V HOWARDS GROV 59 141 V KOHLER	E 444,621,200.00 685,852,500.00	0.016299	100,245.25	8,230.97	8,995.19 13,875.58	117,471.41 181,206.07	107,573.04 165,937.29	225,044.45 347,143.36
59 165 V OOSTBURG	431,068,000.00	0.025142 0.015802	154,633.77 97,189.51	12,696.72 7,980.07	8,721.00	113,890.58	104,293,94	218,184.52
59 176 V RANDOM LAKE	265,254,500.00	0.009724	59,804.85	4,910.47	5,366.40	70,081.72	64,176.51	134,258.23
59 191 V WALDO	63,002,100.00	0.002310	14,204.59	1,166.31	1,274.60	16,645.50	15.242.93	31,888.43
59 271 C PLYMOUTH	1,225,281,200.00	0.044916	276,254.52	22,682.79	24,788.83	323,726.14	296,448,37	620,174.51
59 281 C SHEBOYGAN 59 282 C SHEBOYGAN FALL	4,971,814,900.00 LS 1,004,161,800.00	0.182257	1,120,956.04 226,400.46	92,039.80 18,589.31	100,585.47 20,315.36	1,313,581.31 265,305.13	1,202,896.43 242,950.08	2,516,477.74 508,255.21
Sheboygan County Total	16,821,939,952.00	0.616660	3,792,710.61	311,413.00	340,327.00	4,444,450.61	4,069,952.76	8,514,403.37
Total	27,279,138,478.00	1,000000	6,150,413,02	504,999.97	551,888.01	7,207,301.00	6,600,000.00	13,807,301.00
City, Town & Village Summary								
Towns	11,129,749,678.00	0.407995	2,509,337.24	206,037.45	225,167.50	2,940,542.19	2,692,766.36	5,633,308.55
Villages	4,020,125,600.00	0.147370	906,386.13	74,421.84	81,331.70	1,062,139.67	972,641.74	2,034,781.41
Cities	12,129,263,200.00 27,279,138,478.00	0.444635 1.000000	2,734,689.65 6,150,413.02	224,540,68 504,999.97	245,388.81 551,888.01	3,204,619.14 7,207,301.00	2,934,591.90 6,600,000.00	6,139,211.04 13,807,301.00
County Summary	27,275,100,470.00		0,100,710.02	90.,000.01	00.,000.01	.,20.,001.00	0,000,000	20,027,002.00
08 Calumet	58,592,056.00	0.002148	13,210.29	1,084.67	1,185.38	15,480.34	14,175.95	29,656.29
36 Manitowoc	9,591,064,577.00	0.351590	2,162,421.99	177,552.82	194,038.14	2,534,012.95	2,320,492.10	4,854,505.05
45 Ozaukee 59 Sheboygan	807,541,893.00 16,821,939,952.00	0.029603 0.616660	182,070.13 3,792,710.61	14,949.48 311,413.00	16,337.49 340,327.00	213,357.10 4,444,450.61	195,379.19 4,069,952.76	408,736.29 8.514,403.37
oo oncooyyan	27,279,138,478.00	1,000000	6,150,413.02	504,999.97	551,888.01	7,207,301.00	6,600,000.00	13,807,301.00

CITY OF SHEBOYGAN RESOLUTION 126-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

NOVEMBER 10, 2025.

A RESOLUTION authorizing the Finance Director to make all necessary changes and record all transactions in the City's General Ledger to close the Stormwater Fund and consolidate it into the General Fund.

WHEREAS, the City Administrator has recommended consolidation of the Stormwater Fund into the General Fund after review; and

WHEREAS, the Finance Director agrees that consolidation of the Stormwater Fund into the General Fund would align with accounting best practice; and

WHEREAS, the Common Council finds that these changes are in the best interest of the City; and

WHEREAS, the 2024 financial audit has been completed with all necessary transactions having been recorded prior to the closure of the fund.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to make all necessary changes and transactions in the City's General Ledger to close the Stormwater Fund and consolidate it into the General Fund.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to transfer the

	ounts via the following budget amend	
INCREASE:		
General Fund – Interfun		* 400 * 41 **
(Acct. No. 101-4		\$ 198,364.72
	rmwater Utility Expense –	¢ 100 264 72
interfund Transf	Fer Out (Acct. No. 631344-811100)	\$ 198,364.72
PASSED AND ADOPTED BY	THE CITY OF SHEBOYGAN COM	IMON COUNCIL
Presiding Officer	Attest	
	1 10000	

Meredith DeBruin, City Clerk, City of

Sheboygan

Ryan Sorenson, Mayor, City of

Sheboygan

CITY OF SHEBOYGAN RESOLUTION 124-25-26

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 10, 2025.

A RESOLUTION authorizing the appropriate City officials to take such steps as are necessary to release a utility easement at Parcel No. 59281007701 to support site redevelopment.

WHEREAS, the City entered into a Development Agreement with North Sixth Seventh, LLC dated as of June 16, 2025, to redevelop Parcel No. 59281007701, the former site of the Aurora Memorial Hospital, whereby the City would, at its sole cost and expense, make good faith efforts to terminate or relocate a utility easement along the southern portion of the parcel to eliminate any interference with development that such easement would have; and

WHEREAS, the city Engineer has obtained agreement from AT&T, the easement holder, to relocate the underground facilities within the easement area to within the adjacent right-of-way; and

WHEREAS, after reviewing the project site plan and other relevant factors, the City Engineer believes that this new location will not interfere with redevelopment efforts or with City activities and therefore supports entering into a Letter of Agreement with AT&T; and

WHEREAS, the City Attorney has reviewed the Letter of Agreement and finds it to be appropriate; and

WHEREAS, AT&T has provided a quote of \$75,520.83 to perform the required relocation.

NOW, THEREFORE, BE IT RESOLVED: That the City Engineer is hereby authorized to enter into the attached Letter of Agreement with AT&T for the relocation of the underground facilities and vacation of the easement on City-owned Parcel No. 59281007701.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to amend the 2025 budget and complete below transfers via the following to pay costs associated with the relocation of underground facilities and vacation of the AT&T easement:

INCREASE:	
TID 25 Fund - TID 25 – Land	\$75,520.83
(Acct. No. 425660-621100)	
TID 25 Fund - Interfund Transfers In	\$75,520.83
(Acct. No. 425-492000)	
Capital Fund - General - Interfund Transfers Out	\$75,520.83
(Acct. No. 400100-811100)	
Capital Fund - Fund Equity Applied	\$75,520.83
(Acct. No. 400-493000)	

PASSED AND ADOPTED BY THE CIT	SSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL			
Presiding Officer	Attest			
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan			



LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST **GOVERNMENT AGREEMENT**

September 24, 2025

CWO- 41472

Project Number: A058JPA

Customer Name: CITY OF SHEBOYGAN - KEVIN JUMP

Billing Address:

2026 NEW JERSEY AVE SHEBOYGAN WI 65081

Contact Name:

KEVIN JUMP

Contact email Address:

KEVIN.JUMP@SHEBOYGANWI.GOV

Contact Phone Number: (920) 459-3367

Site Location: SOUTH OF NORTH AVE BETWEEN N 7TH ST AND N 6TH ST SHEBOYGAN V

AT&T has received a request from you to perform the following work:

RELOCATING BURIED FACILITY FOR CITY OF SHEBOYGAN - KEVIN JUMP AT SOUTH OF NORTH AVE BETWEEN N 7TH ST AND N 6TH ST SHEBOYGAN WI 53083.

Estimated Actual Cost Quote				
Expenses		Amount		
ENGINEERING LABOR		\$ 16,509.24		
MATERIAL COST		\$ 3,396.19		
CONSTRUCTION LABOR		\$ 22,745.46		
CONTRACTOR COST		\$ 32,869.94		
MISC. COST		\$ 0.00		
	Estimated Contract Price	\$ 75,520.83		
	Less Credits/Payments	\$ 0.00		
	Estimated Balance Due	\$ 75,520.83		

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.



CUSTOM WORK AGREEMENT

CWO-41472

Project Number: A058JPA

This Custom Work Agreement ("Agreement") is entered into by and between

Wisconsin Bell Telephone Company d/b/a AT&T

(hereafter "AT&T") and

CITY OF SHEBOYGAN - KEVIN JUMP

(Customer).

AT&T and Customer hereby agree to following terms:

- 1. <u>Tariffs/Guidebooks.</u> This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
- 2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
- 3. **Price Quote.** The price is guaranteed for 60 days from September 24, 2025 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
- 4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
- 5. <u>Limitation of Liability.</u> AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.



- 6. Changes in Scope of Work. The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.
- 7. Changes Due to Field Conditions. In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.
- 8. <u>Customer Obligations.</u> Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.
- 9. <u>Time to Complete.</u> Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.



10. <u>Indemnification and Hold Harmless.</u> Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

Miscellaneous.

- A. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. <u>Effect of Waiver</u>. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. <u>Headings</u>. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. <u>Interpretation</u>. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. <u>Applicable Law.</u> This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. <u>Attorneys' fees.</u> If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. <u>Authority</u>. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. <u>No Precedent.</u> Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. <u>Severability</u>. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. <u>Successors and Assigns.</u> This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.







IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CWO-41472

Project Number: A058JPA

Date Quote Expires: 11/23/2025

AT&T Design Engineer: ROBERT BOELK JR RB2473

ACCEPTED FOR CUSTOMER:	AT&T CWO Manager Contact Information	
Authorized Signature	Jose Cambray Digitally signed by Jose Cambray Date: 2025.09.24 10:59:55 -05'00' CWO Manager Jose Cambray	
Title:	Phone Number: 715-393-5330	
Company:	Email Address: jc0352@att.com	
Printed Name:	Date: September 24, 2025	
Date:		

Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

CITY OF SHEBOYGAN RESOLUTION 127-25-26

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 10, 2025.

A RESOLUTION authorizing the purchase of eleven (11) trucks from Enterprise Fleet Management and the signing of all required documents associated with the purchase.

WHEREAS, the City entered into a lease program with Enterprise Fleet Management in 2021 which encompassed pick-up truck purchases and replacements for the Public Works and Building Inspection departments; and

WHEREAS, after several years in the program, the City has not recognized the financial or operational benefit that was anticipated from entering into the program; and

WHEREAS, leases for eleven (11) trucks have expired allowing the City to purchase the trucks for the current reduced book value per the Enterprise contract; and

WHEREAS, the trucks are currently outfitted with City equipment and are being utilized by City staff daily; and

WHEREAS, staff believes it is in the City's best interest to discontinue the lease program as leases come due and purchase the vehicles from Enterprise; and

WHEREAS, the City Attorney has reviewed and approved the purchase orders.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to exercise the City's purchase option on the Enterprise lease for \$218,883 via the following budget amendment:

INCREASE:

Motor Vehicle Fund – Machinery/Equipment	\$218,883
(Acct. No. 730399-651200)	
Motor Vehicle Fund - Fund Equity Applied	\$218,883
(Acct. No. 730-493000)	

BE IT FURTHER RESOLVED: That the Fin documents with the purchase option for the eleven (1	ance Director is authorized to sign all associated 1) vehicles.
PASSED AND ADOPTED BY THE CITY OF SH	EBOYGAN COMMON COUNCIL
Presiding Officer	Attest
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN RESOLUTION 125-25-26

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 10, 2025.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement with Sheboygan County Conservation Association regarding the operation of a pheasant farm on Maywood Park land.

WHEREAS, Sheboygan County Conservation Association ("SCCA") has operated a pheasant farm on Maywood Park property since approximately 1985 pursuant to a Lease Agreement with the City and SCCA wishes to continue its operations pursuant to a new Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement between the City of Sheboygan and Sheboygan County Conservation Association, in form substantially similar to the copy attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CIT	TY OF SHEBOYGAN COMMON COUNCIL
Presiding Officer	Attest
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

LEASE AGREEMENT

BETWEEN

CITY OF SHEBOYGAN

AND

SHEBOYGAN COUNTY CONSERVATION ASSOCIATION

This Lease Agreement (Agreement) is made and entered into as of the _____ day of _____, 2025, between the City of Sheboygan, Wisconsin, a municipal corporation ("City") and Sheboygan County Conservation Association, a Wisconsin non-stock corporation ("Association").

RECITALS

WHEREAS, the Association has operated a pheasant farm at the Premises described in Exhibit A since approximately 1985 pursuant to a Lease Agreement with the City; and

WHEREAS, the Association wishes to continue its operations pursuant to a new Lease Agreement and the City agrees that doing so is appropriate.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- **1. TERM.** City leases to Association the Premises described in Exhibit A, attached hereto, effective the date of Agreement execution and expiring December 31, 2026. Association's right to Premises during the Term of this Agreement is not exclusive. The City may enter upon the Premises at all reasonable hours for purposes that are necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions. When possible, City shall provide Association advance notice of its intent to enter upon the Premises so as to minimize any disruption to Association's activities.
- **2. RENT & EXPENSES.** Association shall pay the City \$1.00 rent within thirty days of Agreement execution. Association shall be solely responsible for any utility costs associated with the Premises except that water service to the Premises shall be provided by the City at no cost.
- **3. PURPOSE AND USE**. The Premises may be used as a non-commercial game farm suitable for the propagation of pheasants as approved by the Wisconsin Department of Natural Resources. Association shall comply with all applicable laws and regulations in its occupation and use of the Premises. Association shall not utilize the Premises for any other purpose without the City's advance written consent.
- **4. IMPROVEMENTS.** Association shall not make any improvements to the Premises without the City's advance written consent except that Association may make such improvements to existing structures as is necessary for maintenance. Such improvements shall be solely at Association expense. All fixtures and improvements shall be removed from the Premises by April 1, 2027.

Any fixture or improvement thereafter left at the Premises shall be deemed abandoned and the City may dispose of same as appropriate. Should the City incur expense in disposing of Association's abandoned property, the City shall submit an invoice for costs incurred to Association and Association agrees to pay same within thirty days of receipt. Association shall not erect any signs upon the Premises without the City's advance written consent.

- **5. STATUS OF PROPERTY.** Association has examined the Premises and accepts it in as-is condition. Association will maintain the Premises in safe and good order consistent with its permitted use.
- **6. EXPIRATION & TERMINATION.** Upon expiration of this Agreement, Association understands that it is not entitled to any relocation costs, assistance, or payments of any kind. Upon expiration or termination of this Agreement, shall surrender possession peaceably. City may terminate this Agreement for cause if Association fails to perform as set forth herein when such failure is not remedied within thirty days after written notice of default provided to Association by City via first class mail.
- 7. LIENS. During the term of this Agreement, or any extensions thereof, Association shall not suffer nor permit any liens to be filed against the interest of the City in the Premises, and nothing in this Agreement shall be deemed or construed in any way as constituting the City's express or implied consent to any contractor, subcontractor, laborer, materialman, or supplier for the performance of any labor or the furnishing of any materials for any improvement, alteration, or repair to the Premises or any part thereof. The City may demand, and Association shall comply with all reasonable demands, of evidence of payment or financing of all claims for materials and labor furnished for any improvement or alteration to the Premises.
- **8. NO ASSIGNMENT.** Association shall not assign or sublet this Agreement or any interest therein without the City's advance written consent. Association shall not mortgage, pledge, or hypothecate this Lease Agreement or any interest herein.
- **9. INSURANCE.** Association shall be responsible for maintaining insurance adequate to protect its assets and shall maintain liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such liability policy shall identify "The City of Sheboygan" as additional insured, shall be primary and noncontributory to any insurance or self-insurance carried by the City, and shall afford the City at least thirty days' notice prior to any cancellation, modification, or nonrenewal. Association's insurance shall be placed with a responsible insurance company authorized to do business in the State of Wisconsin and shall be in a form commensurate with industry standards for Associations' use of the Premises.
- **10. INDEMNIFICATION.** To the extent authorized by law, Association agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest,

defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to, in whole or in part, or claimed or alleged to be caused, occasions, or contributed to in whole or in part, by any act, omission, fault, or negligence, whether active or passive of Association or its agents or anyone acting under its direction or control or on behalf arising out of, or in connection with, or relating to this Agreement. Association's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers.

Nothing in this Agreement shall be construed as the City waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

11. NOTICE. Except as otherwise provided by this Agreement, any notice required by this Agreement, or which either party desires to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

Attn: City Clerk P.O. Box 522

828 Center Ave. Sheboygan, WI 53082

Sheboygan, WI 53081

This Provision shall not be construed as limiting routine business communications between the Parties.

- 12. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by any party hereto but the obligation of such party with respect to such future performance shall continue in full force and effect.
- **13. SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

- 14. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period equivalent to the period of such delay, or if a longer period is reasonably required, within such longer period as is reasonably required, provided that Association provides the City prompt written notice of such delay and the reasons therefor and further provided that Association acts with due diligence to cure such defect or defects promptly.
- **15. DISPUTE RESOLUTION.** The Parties agree to first utilize good faith negotiation to resolve any dispute arising under this Agreement. Should such negotiation fail to resolve the dispute, the parties may, upon mutual agreement, attempt to resolve the dispute via mediation. Alternatively, such dispute shall be resolved in Sheboygan County Circuit Court.
- **16. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF SHEBOYGAN

SHEBOYGAN COUNTY CONSERVATION ASSN.

By:	By:	
Ryan Sorenson, Mayor	Josh McDole, President	
By:		
Meredith DeBruin City Clerk		

Leased Premises





CITY OF SHEBOYGAN RESOLUTION 128-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

NOVEMBER 10, 2025.

A RESOLUTION authorizing the appropriate City officials to take such measures necessary to release certain judgment liens relating to 1430 Erie Ave., Sheboygan, Wisconsin.

WHEREAS, Bat Holdings Two, LLC acquired the property known as 1430 Erie Avenue ("the Property") in 2013 and transferred ownership to RVFM 4 Series, LLC on November 18, 2020; and

WHEREAS, RVFM 4 Series, LLC was sued in various federal and state courts, including in Wisconsin, for deceptive and unfair practices in the course of selling and leasing residential properties; and

WHEREAS, as a result of these lawsuits, RVFM 4 Series, LLC's properties, including the Property, were placed into receivership with Trigild, Inc. ("Trigald"); and

WHEREAS, Trigild has listed the Property for sale via auction and has secured a contract to sell the Property; and

WHEREAS, Trigild now asks the City of Sheboygan to support the sale by releasing certain judgment liens that are filed with the Sheboygan County Clerk of Court for nonpayment of municipal citation forfeitures. Specifically, Trigild asks to reduce the judgments from \$44,696.00 to \$11.174; and

WHEREAS, Trigild argues that their request is reasonable because of efforts Trigild has taken to "stabilize" the Property, such as maintaining the lawn, securing the buildings, and clearing the Property of a nuisance tree and miscellaneous debris; and

WHEREAS, the docketed judgments relate to three years (2021-2024) of still-unresolved municipal code violations relating to building and property maintenance, which, in conjunction with law enforcement efforts, rendered the Property a chronic nuisance; and

WHEREAS, the Property was placarded and has continued being a source of law enforcement activities such that City staff is eager to see the Property rehabilitated; and

WHEREAS, the purchase-sale agreement transfers responsibility for code compliance measures to the buyer, a local businessperson who owns other properties within the City; and

WHEREAS, should the Council decline this request, the judgment liens would be paid by sale proceeds to the extent authorized by law and any residual proceeds would be available to Trigild to pay other debts.

NOW, THEREFORE, BE IT RESOLVED: That the Common council declares its support for waiving its right to recoup \$33,522 in judgment liens filed against RVFM 4 Series, LLC and asks that the City Attorney draft a Motion and Proposed Order for the Sheboygan-Kohler Municipal Court judge to consider.

PASSED AND ADOPTED BY THE CIT	Y OF SHEBOYGAN COMMON COUNCIL
Presiding Officer	Attest
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN RESOLUTION 109-25-26

BY ALDERPERSONS DEKKER AND RUST.

OCTOBER 13, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for architectural design, engineering, and construction administration services regarding Harbor Centre Marina and associated facilities at 821 Broughton Drive.

WHEREAS, the City of Sheboygan owns the buildings and real property located at 821 Broughton Drive, including the marina and associated upland facilities; and

WHEREAS, the City desires to complete a comprehensive architectural and engineering process for the design and construction of a new marina including several buildings and associated improvements to Harbor Centre Marina based on a previously commissioned master plan (the "Services"); and

WHEREAS, the City issued Request for Proposals #2078-25 to obtain proposals from qualified providers of marina architecture and engineering services; and

WHEREAS, upon review, City staff has determined that the Edgewater Resources, LLC proposal is the most responsive and responsible proposal for the Services; and

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Edgewater Resources, LLC of Madison, Wisconsin for the Services in an amount not to exceed \$3,290,000.00 on a form approved by the City Administrator and the City Attorney based upon the City's standard contract for engineering projects.

BE IT FURTHER RESOLVED: That the Fir to draw funds from Acct. No. 421660-631100 (TID 2	nance Director is hereby authorized and directed 21 Fund - Buildings) in payment of same.
PASSED AND ADOPTED BY THE CITY OF SH	EBOYGAN COMMON COUNCIL
Presiding Officer	Attest
Presiding Officer	Allosi
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Sheboygan (Owner) and Edgewater Resources, LLC (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Sheboygan Harbor Centre Marina (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as design and construction services.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- 3. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

- 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
- Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
- Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
 - A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 - Owner's standard contract forms, general conditions (if other than the current edition
 of EJCDC® C-700, Standard General Conditions of the Construction Contract),
 supplementary conditions, text, and related documents and content for Engineer to
 include in the draft Bidding/Proposal Documents, and in draft Front-End Construction
 Contract Documents;
 - 2. insurance and bonding requirements;
 - protocols for electronic transmittals during bidding and construction;

- Owner's safety and security programs applicable to Contractor and other Constructors;
- 5. diversity and other social responsibility requirements;
- 6. bidding and contract requirements of funding, financing, or regulatory entities;
- 7. other specific conditions applicable to the procurement of construction or contract documents;
- 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
 - 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
 - Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

- 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
- 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- . If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

- Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
- 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
- 4. Perform or provide the following:
 - a. Record documents, if available and in the possession of the Owner, including, but not limited to existing survey data; record drawings, master plans, as-builts; existing architectural plans and details; building assessments/testing reports; background reports; utility data such as GIS databases; bathymetric survey information, soil & geotechnical data.
 - b. Marina operations data such as occupancy information, revenue data, or other which may assist in assessment of fiscal projections.

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - Engineer may, after giving 7 days' written notice to Owner, suspend services under this
 Agreement until Owner has paid in full amounts due. Owner waives any and all claims
 against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable

Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - Upon receipt by Engineer of full payment due and owing for all services relating to
 preparation of the Documents and subject to the express exclusions that follow,
 Engineer and any Subconsultants will grant to Owner the ownership of the Documents,
 including all associated copyrights and the right of reuse.
 - When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 - 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 - 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 - 6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 - 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.
 - 8. Such limited license to Owner shall not create any rights in third parties.
 - 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

- 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
- 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
- afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
- not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written

notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

- b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
- c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - If Owner has terminated the Agreement for cause and disputes Engineer's entitlement
 to compensation for services and reimbursement of expenses, then Engineer's
 entitlement to payment and Owner's rights to the use of the Documents will be resolved
 in accordance with the dispute resolution provisions of this Agreement or as otherwise
 agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to a court of competent jurisdiction.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

- 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
- Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - if the adverse effects are of such materiality to the overall performance of Engineer that
 it cannot complete its services without significant changes to the scope of services, time
 of completion, and compensation, then Engineer may terminate this Agreement for
 cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of seven years following completion or termination of its services, or such other period as required by Laws and

Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

- 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
- 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
- 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
- 8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
- 9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
- 11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.
- 12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
- 13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
- 14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

- 15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
- 17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
- 18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- 19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
- 20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
- 21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
- 22. Engineer—The individual or entity named as such in this Agreement.
- 23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
- 24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
- 25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any

- Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
- 26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
- 28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
- 29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- 30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
- 31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- 32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
- 33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
- 34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- 35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
- 36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

- 37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
- 38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
- 41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
- 42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all

materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H Not Used
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.
- K. Exhibit K, Scope Exhibit New Harbor Centre Marina

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement will be effective on		(which is the Effective Date of the Contract).		
OWNER: (Signatures authorized pursuant to Res25-26)		CONTRACTOR	:	
City of Shebo	pygan			
Ву:		Ву:		
Name, Title:	(signature)	Name, Title:	(signature)	
	Ryan Sorenson, Mayor		(printed)	
Date:		Date:		
Attest:			corporation, a limited liability company, a or a joint venture, attach evidence of authorit	
Ву:		Address for g	iving notices:	
Name, Title:	(signature)			
Nume, mee.	Meredith DeBruin, City Clerk			
Date:				
	giving notices:			
City of Shebo 2026 New Je	oygan – Engineering Division			
Sheboygan, \	•			
Approved by	:			
	(signature)			
Name, Title:	Evan Grossen, Deputy Finance Director/Comptroller			
Date:				
Approved as	to form and Execution by:			
	(signature)			
Name, Title:	City Attorney			
Date:				

EXHIBIT A—ENGINEER'S SERVICES

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

- 1.01 Basic Services
 - A. Basic services to be provided in accordance with Appendix K, identified as Scope Exhibit New Centre Marina (22 pages, page 1 of 27 to page 22 of 27)

ARTICLE 2—ADDITIONAL SERVICES

- 2.01 Additional Services Requiring Owner's Written Authorization
 - A. If authorized in writing by Owner, Engineer shall provide Additional Services not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the schedule below.

The following represents an estimated project schedule, based upon authorization to proceed in November, 2025 and subject to adjustment as necessary:

2025 Q4 - 2026 Q1

- Kickoff meeting
- Inventory & analysis, site investigations/survey
- Schematic design
- Consensus building
- Review/confirm master plan and phasing analysis/program
- Begin preliminary engineering site and marina
- Begin design development for fuel services and marina administration buildings

2026 Q2

- Preliminary engineering site and marina
- Permit applications/regulatory process
- Grant funding applications
- Design development/construction documents fuel services and marina administration buildings
- Construction documents site/upland

2026 Q3

- Regulatory process
- Grant funding applications
- Bid/Award fuel services and marina administration buildings
- Construction documents site/upland
- Final engineering/construction documents marina

2026 Q4

- Construction fuel services and marina administration buildings
- Bid/Award site/upland
- Final engineering/construction documents marina
- Dock prequalification process

2027 Q1 - Q2

- Construction fuel services and marina administration buildings
- Construction site/upland
- Bid/Award marina
- Long lead procurement marina

2027 Q3, Q4 - 2028 Q1, Q2

- Long lead procurement marina
- Construction marina

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Name of Owner] Engineer: [Name of Engineer] Project: [Name of Project] Effective Date of Owner-Engineer Agreement: Nature of Amendment: (Check those that apply) Additional Services to be performed by Engineer Modifications to services of Engineer Modifications to responsibilities of Owner Modifications of payment to Engineer Modifications to time(s) for rendering services Modifications to other terms and condition	gineer	greement]
Description of Modifications:		
[Here describe the modifications, in as much necessary. Include cost breakdown and docu		
Agreement Summary: Original agreement amount: \$		
Net change for prior amendments: \$		
This amendment amount: \$ Adjusted Agreement amount: \$		
Change in time for services (days or date, as applicab	le):	
Owner and Engineer hereby agree to modify and the Amendment. The Effective Date of the Amendme		_
Owner	Engineer	
(typed or printed name of organization)	(typed c	r printed name of organization)
Ву:	Ву:	
(individual's signature)		(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence	of authority to sign.)
Date:	Date:	
(date signed)		(date signed)
Name:(typed or printed)	Name:	(typed or printed)
	Title	(typed or printed)
(typed or printed)	Title:	(typed or printed)
(-) [C. Liberton B. C. Company

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—CONSTRUCTION ADMINISTRATION SERVICES

- 1.01 Construction Administration Services
 - A. Construction Administration Service to be provided in accordance with Appendix K, identified as Scope Exhibit New Centre Marina (1 pages, page 22 of 27)

ARTICLE 2—ADDITIONAL SERVICES

- 2.01 Additional Services Requiring Owner's Written Authorization
 - A. If authorized in writing by Owner, Engineer shall provide Additional Services not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

- 1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. This Notice reflects and is an expression of the Engineer's professional opinion.
- 3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
- 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer	
By (signature):	
Name (printed):	
Title:	

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

- (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.
- 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **20** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 4. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

B. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a

deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	XLSX	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate p Construction Contract.	rovisions of the	e Agreemen	it and
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format Version 2025 or later.			
DOCX	Microsoft® Word. docx format			
XLSX	Microsoft® Excel .xlsx format			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:		
Workers' Compensation			
State	Statutory		
Employer's Liability	•		
Each accident	Statutory		
Each employee	Statutory		
Policy limit	Statutory		
Commercial General Liability			
General Aggregate	\$2,000,000		
Personal and Advertising Injury	\$2,000,000		
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000		
Automobile Liability			
Bodily Injury			
Each Person	\$1,000,000		
Each Accident	\$1,000,000		
Property Damage			
Each Accident	\$1,000,000		
Or			
Combined Single Limit			
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000		
Excess or Umbrella Liability			
Each Occurrence	\$8,000,000		
General Aggregate	\$8,000,000		
Professional and Pollution Liability			
Each Claim	\$2,000,000		
Annual Aggregate	\$4,000,000		
Unmanned Aerial Vehicle Liability Insurance			
Each Claim	\$1,000,000		
General Aggregate	\$1,000,000		

B. Owner's Certificate of Insurance is Available upon request.

1.02 Additional Insureds

- A. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- B. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- C. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Not used.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s):

- 1.01 Limitation of Engineer's Liability
 - Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
 - 1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

- 1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment
 - A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:
 - An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
 - The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
 - 3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
 - 4. The total compensation for such services is estimated to be \$3,290,000 per the Fee Schedule attached in Appendix K.
 - 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
 - 6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
 - 7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.
- 1.02 Compensation for Reimbursable Expenses
 - A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
 - Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls,

mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

1.03 Other Provisions Concerning Payment

- A. The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- B. Estimated Compensation Amounts
 - Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.
- C. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are per Exhibit K, identified as Scope Exhibit – New Centre Marina (page 23 of 27 to page 27 of 27).

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

- 1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. The Standard Hourly Rates apply only as specified in Exhibit J.
- B. Schedule: Hourly rates for services performed on or after the date of the Agreement are per Exhibit K, identified as Scope Exhibit New Centre Marina (page 23 of 27 to page 27 of 27).

Item 18.

EXHIBIT K—SCOPE EXHIBIT – NEW HARBOR CENTRE MARINA

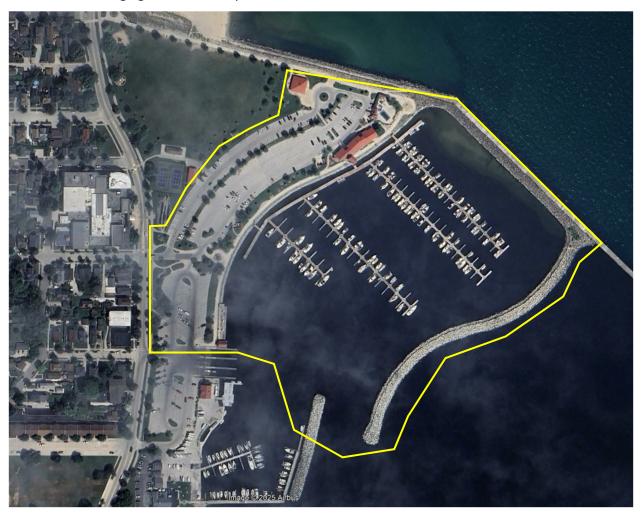
TASK ONE - PROJECT INITIATION [SD]

Task 1.1 Project Initiation

Core members of the Edgewater Resources project team will meet with the City of Sheboygan (the City) and Stakeholders shortly after notice to proceed to develop a detailed work plan, project schedule, define goals and priorities for the Marina, Site and Building Program and establish a series of milestones to measure progress. We will work collaboratively with the Stakeholder group to identify all regulatory agencies, procedures, and any other partners to consult throughout the planning and design effort. We will facilitate bi-weekly progress meetings throughout the duration of this project, with one meeting per month held in Sheboygan (coordinated with other site public meetings or visits) and the rest via online web meetings.

Task I.I Deliverables

+ Meeting agenda/summary with schedule



Approximate limits of planned initial phase, to be confirmed during project initiation.

Task 1.2 Background Data Collection

We will review the project site and surrounding area in person and will collect any available or additional background information from the City and Stakeholders at this time, including but not limited to:

- Existing survey data including property boundaries, bathymetric and topographic surveys, and legal descriptions
- Existing Master Plans, studies, reports, drawings, and documents for buildings, marina, and site amenities
- Historic Photos
- Programming information
- Demographic and use data
- Permitting requirements, local zoning ordinances, and relevant Wisconsin building codes
- Parking data
- Utility data
- Environmental and Geotechnical reports

Task 1.2 Deliverables

+ Data Inventory

TASK TWO - INVENTORY OF EXISTING CONDITIONS [SD]

Task 2.1 Survey of Existing Physical Conditions

The Edgewater team will complete site boundary survey of the park parcel, as well as topographic and bathymetric survey of the project areas, to a level of detail sufficient for the completion of the scope of work that follows. All visible structures, surface edges, grade breaks, and site features will be surveyed. Trees above 4-inches diameter breast height will be located, or in densely vegetated areas, vegetation or tree lines will be located. If available, record underground utility data will be layered into the base drawings to provide a full picture of the existing site. Documenting these existing conditions will provide the sound informational and analytical base for decision-making throughout the rest of the process.

Task 2.1 Deliverables

+ Existing conditions drawings with topography, bathymetry, and parcel Lines

Task 2.2 Preliminary Wave and Coastal Analysis

Conditions Analysis

Using available information, including bathymetric data and building on previous studies, we will conduct a preliminary analysis of probable wave conditions at the site. This study will document anticipated wave properties, leading to agitation levels and forces impacting existing and proposed docks, attenuators, and other components. Edgewater will use record weather data and bathymetric information as inputs into modeling programs or manual equations.

Edgewater will utilize this weather data to calculate likely ice thicknesses and preliminary winter forces. Upon the conclusion of this task, Edgewater will provide a report outlining recommendations and an overview of the processes involved.

Task 2.2 Deliverables

+ Initial Wave and Ice Conditions Report

TASK THREE - SCHEMATIC PLAN AND PHASING CONFIRMATION [SD]

Task 3.1 Confirm Master Plan

The Edgewater team will review the Master Plan in context with the data gathered in Tasks One and Two and the data from the recently complete marina market analysis. We will meet with City representatives and stakeholders to discuss potential iterations of the plan, if needed. If components of the plan are in need of modification, we will develop alternative variations of the plan for review and discussion.

Task 3.1 Deliverables + Meeting agendas/summaries

- + Preliminary basis of design
- + Alternative plans

Task 3.2 Design Consensus Process

The Edgewater Resources team will present alternative plans to City representatives, including the Common Council, stakeholders, and the public through a series of public events to seek feedback, make adjustments, and ultimately arrive at a reasonable consensus for the direction of the long term site plan. This process will ensure that all community members have the opportunity to provide input into the future for the City's waterfront park and marina. A consensus site plan will be prepared, depicting the primary components and approaches for the site and marina.

Task 3.2 Deliverables

- + Site Design Alternative Plans
- + Presentations and Summaries
- + Consensus Plan

Task 3.3 Opinion of Probable Construction Cost

Once a preferred plan is selected, the Edgewater team will prepare a detailed opinion of probable construction cost, utilizing recent cost data from other similar regional Great Lakes projects. The cost opinion will be formatted to allow the isolation of larger key components as phasing and funding strategies are considered.

Task 3.3 Deliverables

+ Opinion of Probable Construction Cost

Task 3.4 Phasing Analysis

The Edgewater Resources team will evaluate various potential phasing plans based upon input from the City. The plans will first consider the 'Initial Phase' as outlined in the May 2025 Request for Proposals, but will also consider:

- City Budget Direction/Limitations
- Marina Market Analysis
- Funding opportunities including potential grant programs
- Project timing, seasonal opportunities/constraints, and permit/implementations schedules
- Asset management data within the project site, including age, criticality, and condition
- Marina and building needs based upon current conditions

Several alternative phasing plans will be developed and presented to the City. Plans will include illustrative graphics and cost opinions by phase. The team will also identify the opportunities created by each plan, as well as the drawbacks and limitations of each plan. Ultimately, after review of each of the strategies, a phasing plan will be confirmed with a focus on defining the initial phase of implementation.

Task 3.4 Deliverables

- + Phasing plan alternatives
- + Meeting agendas/summaries/presentations
- + Final phasing plan

Task 3.5 Revisit/Confirm Project Scope

Upon completion of the tasks outlined above, we will review and confirm the project scope, budget, schedule, and phasing. For clarity, the scope of work and fees that follow are based on these program elements:

- · New docking system for the marina
- New utility systems for the marina, including potable water, electric shore power, and dry fire standpipe system
- New marina fuel system, including new tanks, dispensers, lines, and fuel dock building
- New marina pumpout system to be incorporated into fuel service pier area
- Harbor improvements, including dredging and wave/ice attenuation systems
- Demolition of existing structures, including the main harbor building and fuel dock building
- New main harbor building and new fuel dock building
- Upland landscape and hardscape improvements for the waterfront promenade
- · Upland civil infrastructure improvements for vehicular circulation, civil utilities, and water quality
- Planning for future Great Lakes Education Building and Event/Restaurant Building (excludes final architectural drawings)
- Planning for mooring of Great Lakes cruise ship vessels (excludes final engineering of cruise ship mooring and utility systems (excludes final engineering and permitting for potential additional cruise ship specific infrastructure)

TASK FOUR - DESIGN DEVELOPMENT INVESTIGATIONS AND DEMOLITION [DD/CD]

Task 4.1 Hazardous Materials Inspections - Lead and Asbestos

Prior to demolition activities, Ramboll Group will conduct a hazardous materials inspection at the marina administration building, the marina fueling station/building, two trash enclosures and the swimming pool building. The hazardous materials inspections will involve testing for the presence of asbestos-containing materials (ACM) and lead-based paint. Inspection of the dock system for the presence of old caulking that may contain asbestos will also be conducted. While conducting the inspections for hazardous materials, Ramboll Group will also complete a visual inspection at each building/structure listed above to identify if universal waste materials such as batteries, pesticides, mercury-containing equipment, light ballasts, fluorescent tubes, and aerosol cans are present. Further detail describing the scope of the hazardous materials inspections to be performed at Harbor Centre Marina are discussed below. The asbestos inspection will include a survey to identify, sample, and analyze accessible suspect friable and non-friable ACM materials. Friable ACMs are defined as materials that contain greater than 1% asbestos, and that can be easily crushed or reduced to a powder by hand pressure when dry. The visual asbestos survey will consist of evaluating accessible materials to identify suspect ACMs and evaluate homogeneous areas for sample collection. Materials of similar age, type, color, and texture are considered to belong to the same homogeneous material group.

Following the visual survey, representative bulk samples will be collected from materials that appear to represent each homogeneous group of PACMs. All bulk samples will be submitted under chain-of-custody procedures for laboratory analysis by Polarized Light Microscopy (PLM) with optical dispersion staining (USEPA Interim Method No. 600/R-93/116) by an independent laboratory.

Ramboll Group will also complete lead paint surveys on painted surfaces. The surveys determine lead content of paint coatings, targeting damaged coatings and coatings applied to surfaces that will be disturbed by demolition or renovation activities. Lead paint surveys will analyze for the presence of lead paint coatings using a handheld X-ray fluorescence (XRF) analyzer. Following the surveys and PACM sampling activities, an asbestos and lead paint survey report will be prepared. The report will include tables with the lead pant survey results and description of asbestos containing materials; condition of the materials; sampling and material locations shown on drawings; inspector certifications; and laboratory results. In addition, the report will include an interpretation of the results as well as recommendations relative to materials management and abatement of ACM, lead paint, and possible further evaluation of materials or building systems which may need be tested prior to demolition. The report will be submitted to the City of Sheboygan for review and will be included as a referenced contract document as part of the building demolition bid specifications. The draft report will be provided to the City electronically within 2 to 4 weeks after receiving laboratory results.

Assumptions:

- Because the quantity of PACM at each of the buildings to be inspected is unknown, we have included an allowance of \$3,000 for the laboratory analysis of PACM. This amount may be more or less depending on the quantity of PACM identified at the site.
- A reasonable effort to access suspect materials within known areas of restricted access (e.g., attic, crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Ramboll Group personnel.
- Confined space sampling will not be required for the assessment. If confined space sampling is required, Ramboll Group will utilize a subcontractor to collect these samples. The cost for a subcontractor to collect confined space samples is not included and a change order will be requested.
- Sampling will not include suspect materials that cannot be safely reached with ladders. We anticipate a manlift will not be required to perform the sampling.
- Sampling is conducted in a destructive manner that will damage building materials. Ramboll Group is not responsible for repairing sample locations.
- Sampling is conducted in a thorough but random manner. The possibility exists that ACM and lead paint are present in areas that were not sampled or were inaccessible during the inspection.
- Electrical equipment or other equipment associated with facility operations will not be disassembled and inspected for PACM. It is assumed this equipment will be removed from the facility in such a manner that PACM will not be disturbed.

Task 4.1 Deliverables

+ Asbestos and Lead Paint Survey Report

Task 4.2 UST Site Assessment

As part of the demolition activity associated with the removal of the underground storage tank (UST) systems (tanks, piping, fuel pump dispensers, etc.) at the marina fueling station/building, Ramboll Group will perform an UST site assessment in accordance with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) Tank-System Site Assessment (TSSA) guidance. One double-walled 8,000-gallon diesel fuel UST (tank ID 106509) and one double-walled 12,000-gallon unleaded gasoline UST (tank ID 112095) are registered under DATCP as in use at the site. The two tanks, three dispensers, and associated piping are to be closed/removed as part of the Harbor Centre Marina project. As required by DATCP, a closure assessment in accordance with the TSSA guidance will be completed for both UST systems by a Ramboll Group certified site assessor. The TSSA will consist of collecting soil samples for laboratory analysis of petroleum compounds consistent with those materials currently and historically stored within the removed USTs. Requirements for the removal and

decommissioning of the current underground storage tanks and marine fueling facilities and equipment will be described in the bidding documents associated with the demolition and removal of the marina fueling station/building.

Ramboll Group assumes the TSSA will occur over a one-day period. During this time, and as required by DATCP, photographic documentation of the closure activities will occur showing the condition of the removed UST system. Per the Wisconsin TSSA guidance, upon completion of the UST site assessment and tank closure processes outlined above, Ramboll Group will document the UST site assessment activities by preparing a Closure Report (which will include DATCP forms TR-WM-137 and TR-WM-140). Note, the selected tank remover contractor will submit a "Notification Record" (Form TR-WM-121) and coordinate with a local program operator and City inspector and complete Part A of the Tank System Service and Closure Assessment Report (Form TR-WM-140). The Closure Report will summarize the field activities, illustrate the soil sampling locations, present the field screening and laboratory analytical results. The Closure Report will be submitted to the Wisconsin Department of Natural Resources (WDNR) in accordance with DATCP TSSA guidance following review and approval of the report by the City of Sheboygan. The draft report will be provided to the City electronically within 2 to 4 weeks after receiving laboratory results.

Ramboll Group will prepare site-specific Health and Safety Plans (HASP) for the field activities associated with the hazardous material inspections and UST site assessment. The HASP's will be prepared in accordance with 29 CFR 1926 (OSHA Standards for Construction), 29 CFR 1910 (OSHA Standards for General Industry) and 29 CFR 1904 (US Dept of Labor, Recording and reporting Occupational Injuries and Illnesses). The purpose of the HASP is to inform all site workers of known or reasonably anticipated potential hazards and safety concerns at the site.

Assumptions:

- Only two tanks, one 8,000-gallon diesel fuel UST (tank ID 106509) and one 12,000-gallon unleaded gasoline UST (tank ID 112095) are registered as in use at the site. If unregistered tanks are present, additional costs to complete TSSA activities may be incurred.
- The two USTs are located beneath a sidewalk and the three dispensers are located adjacent to the lake in a fenced area. The USTs and dispensers will be accessible during the removal activities.
- If a release from the UST system has been identified during the site assessment, waste characterization samples will not be collected by Ramboll Group.
- This proposal assumes that no impacts are identified as part of the tank system closure and Ramboll Group will request a No Action Required determination for the tank system. If impacts are identified, Ramboll Group recommends that notification of a release be made to WDNR as required by TSSA regulations. If impacts are identified, it is possible that additional assessment and/or remediation activities will then be required under WAC ch. NR 716.

- If a release is identified, costs for additional environmental assessment work beyond the tank closure activities detailed above are not included within this proposal. The total cost of potential site investigation activities are estimated to be between \$40,000-and \$60,000 but depend on the degree and extent of the release. Site closure under WAC Ch. NR 700 would include submittal of a work plan, conducting field investigation and sampling, reporting, submittal of a Remedial Action Options Report and Remedial Action Plan, and case closure documentation.
- Sampling is conducted in a thorough but random manner. The possibility exists that ACM and lead paint are present in areas that were not sampled or were inaccessible during the inspection.

Task 4.2 Deliverables

- + Health and Safety Plan
- + UST Site Assessment Report

Task 4.3 Geotechnical Site Investigation

The Edgewater Resources team will work with a geotechnical consultant with knowledge and experience within the general region. We will select a consultant once schematic design is completed and the location of primary project components has been confirmed. For the purposes of preparing a budget for this proposal, we have assume the following borings will be completed within the project site:

- Eight (8) upland borings located at building pads, gangway connections, and critical utility corridors
- Six (6) marine-based borings located within the marina basin to support design of anchor systems.

Task 4.3 Deliverables

+ Geotechnical boring logs and foundation recommendations report

Task 4.4 Building Demolition and UST Closure Engineering

Ramboll Group will initiate a procurement and pricing process to identify qualified subcontractors to implement the activities associated with building demolition, UST removal, lead-based paint/ACM removal (if necessary), and sediment dredging, materials management and disposal (if requested). Ramboll Group will prepare procurement bid packages which will include:

• Demolition plans and specifications which include, but are not limited to the following:

- Project information including project summary and schedule as well as requirements for mobilization and demobilization, site preparation, structure demolition, material management, loading and transporting to landfill, and site restoration.
- Work restrictions for onsite work hours, noise, odor, and other nuisances.
- Safety precautions and programs including contractor site health and safety requirements, public safety, incident reporting, fire protection and other emergencies, and working in proximity to active utilities.
- Requirements to protect utilities, subsurface features, facilities, walks, pavements, roadways, and structures not designated for removal, relocation, or replacement in the course of construction. Requirements for applicable permits, permit-equivalents, and approvals to be acquired by the subcontractor(s) for completion of the work. Administrative provisions for coordinating construction operations on the project including schedule, project meetings, and status updates.
- Procedural requirements for work-related submittals including demolition progress schedules and other miscellaneous work-related submittals.
- Requirements for temporary utilities, support facilities, and security and protection facilities.
- Requirements for site access, dust control, security, access roads, parking, public road requirements, and traffic control.
- Requirements to keep work areas on and off site free from environmental pollution that would be in violation of federal, state or local regulations. This includes management of visual aesthetics, noise, and solid waste, as well as other pollutants and resources encountered or generated by the bidder.
- Demolition of site buildings and management, disposal, and/or recycling of demolished building materials.
- Final site cleaning, closeout procedures, and site restoration.
- A bid form which includes key dates, bidder information, and bid price.
- Instructions to bidders/bid submittal requirements.
- A description of health & safety requirements for the project
- A bid schedule

For Ramboll Group's project procurement approach, a minimum of three bidders are selected for each work element to increase competitiveness and receive a broad range of proposals and input. If desired, Ramboll Group may pre-qualify bidders in advance to provide proposals based on Ramboll Group's prequalification process for subcontractors as well as Ramboll Group's industry experience. Ramboll Group's pre-qualification of subcontractors includes the following criteria (in no particular order):

- Past performance with Ramboll
- Expertise and experience with conducting the planned construction activities
- Health and safety record
- Positive project references

- Financial capabilities
- Legal claims history

Throughout the procurement and pricing process, Ramboll will coordinate with the City to receive input on the content and elements of the bid packages, subcontractor pre-qualification (if desired), and to seek all necessary approvals from City, State and Federal agencies for the work to be performed. We acknowledge that the project may require several bid lettings in order to account for some of the specialized elements of the project. For purposes of this proposal, we have assumed that three separate bid lettings will be conducted for the building demolition, UST removal, and lead-based paint/ACM removal.

Bid Process

Ramboll will plan for and coordinate a mandatory pre-bid and site walk meeting with the prospective bidders. Major construction elements of the project (i.e., building demolition, UST removal, lead paint/ACM removal) typically require the pre-bid and site walk meeting while other elements (surveyors or QA/QC laboratories) will not. Ramboll will prepare appropriate level Request for Proposal (RFP) packages for interested subcontractors. As necessary, Ramboll will issue addenda to the RFP and answer potential subcontractor questions or clarifications over the bidding period and disseminate the information to all bidders on record. Ramboll will conduct a fair and equitable bid process and will not allow collusion between bidders, non-responsive bidders, imbalanced bids or bidders who fail to demonstrate a qualified team and resources dedicated to the project. It is assumed that separate bid packages for the following demolition items will be prepared for:

- UST removal
- Asbestos and lead paint removal and disposal (if necessary)
- Building Demolition, removal, and materials disposal which includes utility disconnection, abandonment, and/or removal, and removal of hardscape/site improvements

Ramboll will also attend all pre-bid conferences and meetings organized by the City that are related to the above building demolition activities.

Bid Review, Selection Process and Contracting:

Following receipt of the bid proposals, Ramboll will review each proposal for technical approach (inclusive of underlying project specific elements), price (including potential for change orders and unit pricing), schedule, project team qualifications, capacity to perform the project within the desired schedule, health and safety information (including program and metrics), and insurability. Ramboll will also submit questions to bidders whose proposals require further clarification to complete the review process. A tabulation of bids and formulation of a recommendation of award of each of the contracts that will be required to complete the project will be prepared for submittal to the City. All bids and bid documents will be made available to the City of Sheboygan for review along with the summary of our evaluation and ranking. Based upon the

recommendation for award and affirmation of same by the City, Ramboll will draft and present to the City contracts utilizing an AIA or EJCDC format for formal review, approval, and award by the City. Contract Administration: Ramboll will perform the necessary activities associated with contract administration for the duration of the building demolition work and through demolition contract closeout. Activities include attending project update meetings and sessions with City officials and staff, communications with Edgewater and selected demolition contractors, coordination and completion of all contract required activities, preside over all regular meetings with the contractors and City representatives relating to the demolition activities, resolve issues that arise with respect to the project and resource scheduling, budget tracking, review and approval of contractor applications for payment, and submittal of contractor applications to the City for payment. For purposes of this proposal, Ramboll estimates that the contract administration activities associated with the demolition scope will be conducted over a period of one year.

Field Oversight Services for Building Demolition:

Ramboll will provide comprehensive field oversight services for the building demolition project. Our experienced personnel will ensure that all demolition activities are performed in accordance with the established plans and specifications, applicable safety standards, regulatory requirements, and industry best practices. Key aspects of our oversight services include:

- On-Site Presence: Ramboll professionals with extensive experience in demolition and contractor management will be present on-site to conduct necessary inspections as needed. We anticipate having field oversight staff available to readily mobilize to the site during planned demolition activities.
- Documentation: Our team will meticulously document all demolition activities, capturing key details to maintain thorough records.
- Progress Reporting: We will provide regular progress reports to keep stakeholders informed about the status and advancements of the demolition work.

These measures will ensure that the demolition project proceeds smoothly, safely, and in compliance with all relevant standards and regulations.

TASK FIVE - MARINA ENGINEERING AND DESIGN SERVICES [DD/CD]

Task 5.1 Preliminary Engineering (DD)

Using the consensus plan and phasing strategy, record plan information, site information collected, and the characteristics of the site, the Edgewater team will initiate engineering design of the marina, including wave attenuation, floating dockage layout, shoreline improvements and connection points, basin dredging, and associated utility schematics. Design will be advanced to approximately 30% level, the appropriate level of detail required to support joint-permit application to state and federal regulatory agencies.

Specific Tasks will include:

- Marine engineering concept consideration:
- Review of the preferred marina layout previously developed
- ADA considerations for marina accessibility
- Design and integration of dock electrical and plumbing systems
- Floating dock system land-side connections
- New upland walkway/promenade design considerations
- Develop preliminary opinion of probable construction cost

Task 5.1 Deliverables

- + 30% Marina Design Plans
- + Specifications Outline

Task 5.2 Permitting (DD)

The Edgewater team will first facilitate a regulatory pre-application meeting with the U.S. Army Corps of Engineers (USACE) and the Wisconsin Department of Natural Resources – Waterways (WDNR). We will prepare a joint permit application based on the results of preliminary engineering and submit it to the USACE and the WDNR. The permit application will include engineering drawings and quantity calculations for the proposed plans as required by the agencies. Prior to submittal, a draft of the permit package will be submitted to you for review and comment. You will also be asked to sign a Letter of Authorization (LOA), allowing Edgewater to apply for the permits on your behalf.

Task 5.2 Deliverables

- + Permit application with drawings
- + Permit correspondence, clarifications, etc.

Task 5.3 Permit Processing

Edgewater Resources staff will coordinate with regulatory agencies on an as-needed basis. It is typical during the state/federal permit process for agencies to request additional calculations, clarifications, drawing revisions, or other supplemental information. We will be responsible for timely responses to these requests, however the agencies may request supplemental "special studies" that are not included within the base fee. Edgewater will make all reasonable attempts to meet the agency's requirements, however, permit issuance will be subject to the agency's jurisdictional determination and discretion.

EXCLUSIONS

The fees outlined below do not include any outside costs for permit fees due to state and federal agencies, obtaining records, etc. This scope of work anticipates a minimal amount of public objection or concern to process the permits and does not include the cost of any special technical studies or testing which may be needed or required by the agencies. The following are specifically excluded from the scope herein, but may be scoped/proposed if and when the need arises:

- Riparian interest survey
- Threatened and endangered species studies (example mussel survey)
- Wetland delineation/mitigation
- Sediment sampling, sieve analysis, analytical testing
- Water quality certification needs/ Draft and or final environmental impact study preparation
- Shoreline improvements/fill/mitigation
- Floodway/floodplain studies/erosion studies
- Cultural Resources/Historic/archeological studies (SHPO)
- Supplemental Boundary/ Retracement Survey and Title work
- Supplemental Geotechnical testing and investigations
- Supplemental local entitlements (County/City Zoning, SESC, WDOT, Other)
- Supplemental Environmental Closure/process/testing needs as noted under Task 4

Other, as required by the agencies or special interest groups

Task 5.3 deliverables include:

- Correspondence with agencies
 Drawing updates/revisions
- Meeting summaries

Task 5.4 Final Engineering (CD)

Upon receipt of permit approvals (or indications they are forthcoming), and at your direction, we will prepare the final design and construction drawings, specifications, and cost estimates necessary to bid and construct the marina project elements. These documents will be stamped and certified by Wisconsin licensed professional engineers, landscape architects, and architects as appropriate and affixed with the appropriate seals and signatures. The final engineering will include design calculation, drawings, and other studies needed to execute the proposed elements of construction. We will plan to meet with you at key points in the development process to review plans, and address comments.

We anticipate 50% and 90% review submittals with review periods and follow up meetings, at minimum.

Task 5.4 Deliverables

- + 50%, 90%, and 100% Drawings and Specifications
- + Meeting agendas/summaries

TASK SIX - SITE ENGINEERING AND DESIGN

Task 6.1 Preliminary Site Engineering, Landscape Architecture and Permitting (DD)

Using the consensus plan and phasing strategy, record plan information, site information collected, and the characteristics of the site, the Edgewater team will initiate design of the upland site, including underground utility systems, roads, parking areas, green space, fencing, lighting, security and access control systems, and other site components outlined in the RFP and the consensus plan. Design will be advanced to approximately 30% level and an updated construction cost estimate will be developed.

During this phase, we will also seek necessary local and state approvals for infrastructure (potable water distribution, wastewater, soil erosion and sedimentation control, etc.) and for zoning and site improvements. We anticipate upland approvals will be straightforward, as the site use will remain consistent with existing uses.

Task 6.1 Deliverables

- + 30% Site Design Plans
- + Specifications Outline
- + Local/State permit/Approvals submissions

Task 6.2 Final Site Engineering and Landscape Architecture (CD)

We will prepare the final site design and construction drawings, specifications, and cost estimates necessary to bid and construct the site project elements. These documents will be stamped and certified by Wisconsin licensed professional engineers, landscape architects, and architects as appropriate and affixed with the appropriate seals and signatures. The final engineering will include design calculation, drawings, and other studies needed to execute the proposed elements of construction.

We will plan to meet with you at key points in the development process to review plans, and address comments. We anticipate 50% and 90% review submittals with review periods and follow up meetings, at minimum.

Task 6.2 Deliverables

- + 50%, 90%, and 100% Drawings and Specifications
- + Meeting agendas/summaries

TASK SEVEN - ARCHITECTURAL DESIGN SERVICES [SD, DD, CD]

Task 7.1 Schematic Design (SD)

Edgewater site and building design services are organized into the tasks needed for planning of four new buildings at the Harbor Centre Marina along with the immediately surrounding site. The architectural scope of work herein includes complete construction documents for the Marina Administration Building and Fuel Service Building, and architectural planning for the Great Lakes Education and Restaurant and Event Buildings:

- The Marina Administration Building of approximately 8,000 sf
- The Fuel Service Building at approximately 2,900 sf
- The Restaurant and Event building of approximately 12,000 sf
- The Great Lakes Education Building of approximately 9,000 sf

Building Planning includes Pre Design services of Client Goals, Programming spatial goals and uses and creating Schematic design floor plans and elevation views to define the scale and size of the building, to provide the basis of design for further refinement and building development.

Accomplishing building design for each building type is a sequential series of design services beginning with Schematic Design to define each respective Program and Scope of work. Once defined, the design process continues with Design Development, Construction Documents, Bidding Assistance and Construction Administration.

Based on the information gathered in Tasks One, Two, and Three, we will define the Building Program and prepare up to three (3) schematic design concepts that explore alternative strategies to best accomplish planning for each building.

Specific tasks for each building include:

- Schematic design level Floor Plans and Exterior Elevations for owner review
- Owner and architect progress meetings at 50% and 90% SD completion
- 3D digital model views as needed for design clarification and visualization
- Review and Compliance with local Zoning Ordinances, State of Wisconsin Building Codes including ADA design requirement and Energy efficiency codes
- Adjacent Site requirement considerations for ADA compliant accessibility for parking and pedestrian pathways, user connections to green spaces and docks and exterior lighting for safety and ambience.
- Utility Considerations, including Potential Renewable Energy Generation Strategies
- Final schematic design meeting with owner and stakeholders for Schematic Design approval
- Initial Schematic Design level Cost Estimate.

Task 7.1 Deliverables

- + Building Program of uses, space sizes and scale
- + Schematic design (30%) completion architectural plans

- + Graphics required for specific presentations
- + Meeting agendas and minutes

Task 7.2 Design Development (DD)

The Design Development phase of work refines the approved Schematic Design plans to include selection options for materials, fixtures, components, and mechanical, electrical, and plumbing systems to be incorporated into the project. Building sections, construction types for assembly and structural systems are developed as we define the character and scale to be in harmony with the Harbor Centre Marina branding and identity. Specific tasks will include:

- Approved Schematic Design plans are developed into a digital base set for collaboration with consultant design disciplines:
- Civil engineering, site drainage, parking, and utility connections
- Landscape design and accessibility
- Structural system design
- Mechanical, Electrical and Plumbing systems coordination
- Design development revisions integrate the following to the plans:
- Foundation and structural framing systems
- Building sections for construction assembly
- Integration and design of Mechanical, Electrical and Plumbing systems
- Exterior Elevations are studied for material choices and details
- Interior space planning design in collaboration with proposed users
- Door, Window, Hardware and Interior finish design and schedules initiated
- 3D model views as needed for clarification and presentation
- State of Wisconsin Building Code, ADA, Permitting and local Zoning review are documented
- (2) Progress meetings at 50% and 90% DD completion
- 50% Written Specification
- 50% complete Cost Estimate
- Quality Assurance/Quality Control project review and coordination
- Owner / Stakeholder sign off and approval to proceed to the next documentation stage.

Task 7.2 Deliverables

- + Design Development full set of plans
- + DD level cost estimate
- + 3D digital model images for design clarity as needed
- + Meeting Minutes

Task 7.3 Construction Documents (CD)

This phase of work will advance the approved design development documents into construction documents suitable for the construction of a complete and functional project.

The construction documents include necessary specifications, details, and information to be issued for permitting, bidding, and construction. All documents will be comprehensive and well-coordinated between disciplines. The work will be completed to the standard of care utilizing professional skills and judgment which can be reasonably expected of licensed architects and engineers performing similar services. Drawings will be sealed by licensed professionals as required by the State of Wisconsin for a commercial building.

Task 7.3 Deliverables

- + Bid Documents and Construction/Building Permit acquisition plans to include:
- + Cover Sheet of municipality required information and project location
- + Site plans as required for new construction sealed and signed by an engineer licensed in the State of Wisconsin and defined in Task Four
- + Existing Site Conditions and Demolition plan
- + Proposed dimensioned site plan with all property, zoning, topography information within the limits of the identified project area
- + Proposed Civil infrastructure including Utilities, Stormwater management, Zoning requirements, Site access and circulation within the limits of the identified project area and connections to surrounding areas of the park
- + Existing and Proposed hardscape, landscape, lighting, and site furnishing plans within the limits of the identified project area
- + Architectural Building plans, sealed and signed by a licensed professional in the State of Wisconsin
- + Foundation plan and details coordinated with the Structural Engineer
- + Structural framing and roof plans coordinated with the Structural Engineer
- + Main floor plan
- + Second floor plan as needed
- + Elevator plans if needed to be provided by professional consultant
- + Roof plans
- + (4) Building Elevations with material selections and colors
- + (2) Building sections, wall sections and required details

- + Interior elevations and details
- + Reflected ceiling plan if required
- + Finish schedule with material selections, colors, and details
- + Window, Door and Hardware schedules and details
- + Mechanical, Electrical and Plumbing and if required, Automatic Fire Suppression Sprinkler system plans in coordination with professional consultants
- + Technology , Data, Security integration coordination with consultants or GC as required
- + Compliance with all local and state building codes, zoning, permitting and ADA guidelines
- + Written specifications
- + Up to four (4) Owner and Architect meetings for progress review at 50% and 90% plan completion and final reviews
- + Updated cost estimate
- + Meeting agendas and Minutes

TASK EIGHT – BIDDING ASSISTANCE [CD]

Task 8.1 - Bidding Assistance

We will prepare and package appropriate bid documents, host pre-bid meetings, attend bid openings, review bids, and assist with negotiation of contractor contracts. The Edgewater Resources team will comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this contract, and with other programs as may be required by governmental and quasi-governmental authorities for inclusion in the contract documents.

During the bidding process our team will provide formal responses and clarifications to bidders through formal addenda, as needed. As bids are received, we will prepare tabulations, review of submittal packages, bid alternate evaluation, and recommendations for award. Based upon the project scope, we anticipate that a minimum of four bid/contract packages will be required, including the following:

- Building Demolition and Environmental Remediation, if required
- Site Infrastructure
- Buildings
- Marina

Task 8 Deliverables

- + Attendance at four (4) pre-bid meetings
- + Attendance at four (4) bid openings and internal bid review meetings
- + Response to RFI's/Addenda preparation
- + Attendance at Post-bid/Best Value Interviews, as requested
- + Bid Award Recommendations (4)

TASK NINE - CONSTRUCTION ADMINISTRATION [CA]

Task 9.1 - Construction Administration

Prior to the commencement of construction, we will meet with the City to outline the sequence of construction and establish an appropriate meeting and site inspection schedule, with the goal to achieve the most efficient process possible. The proposed fee includes forty-eight construction coordination meetings, of which eighteen will be on site meetings coordinated during periods of active construction.

We will support the construction process by acting as your representative observing the progress of the work during construction for conformance with the drawings, permits, and specifications as requested. Our Team will review construction submittals and maintain submittal logs. We will provide clarifications to the drawings through the RFI process and provide bulletins as needed for the Contractor to price changes to the work for your consideration. This proposal anticipates a construction period of approximately 18 months, during which we will make periodic site visits as requested and attend progress meetings. The project team will stay involved and be available to answer questions and solve problems via calls and MS Teams meetings throughout construction. This task will be dependent upon the final project scope established in Task Three.

Specifically, following substantial completion of the marina electrical system, our Team will provide an electrical commissioning site visit to verify the operation of the marina electrical system including compliance with NEC and Technical Specifications including GFPE trip levels and trip timing. This electrical testing effort will be led by Gary Loftis of Maffett Loftis Engineering who has extensive experience in the design and testing of these systems and also is a member of the NEC code making panel for Article 555 Marinas and Boatyards.

Tasks include but are not limited to:

- Attendance at four (4) Pre-Construction Meetings per construction contract
- Attend construction progress meetings either in person or online via Teams, monthly at minimum
- Respond to RFI's, Create Bulletins, Review Shop Drawings, Change orders, and Punch list close out
- Attend one (I) Punch List meeting on site per construction contract (anticipate 4 contracts)
- Marina electrical commissioning and report
- Meeting Agendas and Minutes

FEES

Fees below are based upon the scope of work outlined above and a total construction budget of \$26,900,000. Should the construction budget and/or program elements change, we will meet with the City to adjust the scope and fee accordingly. Services requested which are outside of the scope of work defined above and within the original Edgewater Resources, LLC, proposal (dated June 26, 2025 in response to City of Sheboygan RFP #2078-25) will be tracked and invoiced per the rate sheets attached for Edgewater Resources, LLC, and its subconsultants (Maffett Loftis Engineering, LLC, Ramboll, and Collins Engineers, Inc.).

Fee

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١.	Schematic Design (SD)	\$	200,000
2.	Design Development (DD)	\$	930,500
3.	Construction Documents, Bidding, Contracts	\$	1,453,500
4.	Construction Administration/Closeout (Part-time)	\$	646,000
	Total Lump Sum Fee	: \$	3,230,000
5.	Estimated Reimbursable Travel Costs	\$	60,000
	Total Lump Sum Fee with Reimbursable Costs:	\$	3,290,000

Fee Notes:

Project Phase

- a. Fees for several alternative/additional tasks were requested and provided in the aforementioned proposal. These alternative/additional tasks are excluded from the fees outlined herein, but may be completed upon request/confirmation from the City of Sheboygan.
- b. Fee includes an estimated budget of \$70,000 for geotechnical borings (both land-side and water-based). If costs vary from this budget, Edgewater Resources will notify the City of Sheboygan prior to incurring additional costs.
- c. Hourly Rates may increase up to 3% per year based on Consumer Price Index

ATTACHMENTS:

- Edgewater Resources, LLC Basis of Compensation/Hourly Rates
- Collins Engineers, Inc. Engineering Services Table of Rates (2025)
- Maffett Loftis Engineering, LLC 2025 Hourly Rates
- Ramboll Project Labor Rates, Field Equipment and Project Expenses



FEE SCHEDULE

BASIS OF COMPENSATION

The compensation of Edgewater Resources, LLC for professional services is based upon hourly rates as indicated below.

TITLE	RATE
Sr. Principal	\$254.00
Principal	\$230.00
Sr. Architect	\$204.00
Sr. Engineer	\$204.00
Sr. Landscape Architect	\$204.00
PM Engineer	\$181.00
Project Landscape Architect	\$181.00
Project Engineer	\$165.00
Project Director	\$153.00
Landscape Designer	\$153.00
Staff Engineer	\$153.00
Administration	\$115.00
Intern	\$103.00

Please Note:

Expenses connected with the work such as travel, vehicle rental, equipment rental, subsistence, lodging, etc., will be charged at cost.

Vehicle mileage will be charged at the standard, federal, per mile rate.

Printing expenses will be charged as follows: standard b/w format prints /copies @ \$0.25/page; large format b/w prints/copies @ \$0.40/sq.ft.

Large format color prints/copies range from \$5-15 / I.f. for non-mounted/non-laminated b&w or color prints.

Drone services will be charged at \$20 per hour, or \$100 per day.

Wave sensor usage will be charged at \$100 per week, or \$300 per month.

Any labor expended in support or performance of expert services and litigation activities shall be 1.5 times the above standard hourly rates.

Any labor expended associated with numerical wave modeling software shall be charged at 1.25 times the above standard hourly rates.



550 West Jackson Boulevard, Suite 1200 Chicago, IL 60661

312.704.9300 · collinsengr.com

Overtime

Collins Engineers, Inc.		
Engineering Services Table of Rates		
Effective Date Range 01/01/2025 - 12/31/2025		

Classification	_	Rat	te / Hour	Rat	te / Hour
Principal Engineer (E8)		s	492.00	\$	492.00
Principal Engineer (E7)		s	382.00	s	382.00
Senior Engineer (E6)		s	300.00	\$	300.00
Senior Engineer (E5)		\$	256.00	\$	256.00
Engineer (E4)		\$	226.00	\$	226.00
Engineer (E3)		\$	195.00	\$	195.00
Junior Engineer (E2)		\$	162.00	\$	162.00
Junior Engineer (E1)		\$	140.00	\$	140.00
Senior Engineering Technicia	n, Designer (T3)	\$	179.00	\$	223.75
Senior CAD Technician (D3)		\$	165.00	\$	206.25
Technician (T2)		s	136.00	\$	170.00
CAD Technician (D2)		\$	131.00	\$	163.75
Junior CAD Technician (D1)		\$	93.00	\$	116.25
Junior Technician (T1)		\$	95.00	\$	118.75
Project Administrator		\$	137.00	\$	137.00
Project Planner		\$	159.00	\$	198.75
Clerical (C2)		\$	131.00	\$	163.75
Clerical (C1)		\$	92.00	\$	115.00
				Ov	ertime
Underwater Investigation		Rat	te / Day	Rat	te / Day
Diver - All Classifications	(Additional Labor Cost Per Day at diving site				
	in diving or standby capacity.)	\$	300.00	\$	300.00
Rope Access Investigation		Rat	te / Day	Rat	te / Day
Rope Access Technician - All	Classifications				
	(Additional Labor Cost Per Day at site	\$	165.00	\$	165.00

Expenses will be billed as follows:

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Travel & Lodgir	ng	Actual Cost
Sustenance		Current GSA ME&I Per Diem Rates
Printing and Re	production	Actual Cost
Wi-Fi, Cell phon	e, and Shipping	Actual Cost
Equipment Ren	tal	Actual Cost
Expendable Sup	oplies	Actual Cost
14 ft. Boat and I	Motor	\$80.00 per day
15-19 ft. Boat, N	lotor, and Trailer	\$110.00 per day
20-21 ft. Boat, N	lotor, and Trailer	\$150.00 per day
22-25 ft. Boat, N	lotor, and Trailer	\$190.00 per day
Mileage:	Automobile	Current IRS rate per mile plus tolls

where Rope Access Techniques are used.)

Testimony and Preparation for Testimony before Courts, Commissions, etc.

Officer-Principal Engineer All Other Classifications At Above Standard Rates

Payment is due within thirty days after submission of invoices.

ENGINEERING INGENUITY AND SOLUTIONS; REALISTIC, HONEST ANSWERS

MLE 2025 HOURLY RATES

TITLE	HOURLY RATE
Principal Engineer, Engineer of Record	\$275
Project Manager	\$225
Engineer	\$175
Designer	\$125
Draftsman	\$105
Clerical	\$85

MLE Overtime Policy

We will pay for overtime work according to local and national laws.

If you are an exempt employee, you are not entitled to overtime pay by federal law. In the event that an exempt employee must work overtime, we will set a cap for overtime hours at 10 hours per week to prevent overworking and burnout. MLE may elected to pay overtime for certain projects or situations.

If you are a non-exempt employee, you are entitled to overtime pay of one and a half times your wage. Please record your overtime hours accurately, so we can calculate your pay correctly. We also ask you to work overtime only after it's authorized by your supervisor to make our record-keeping easier.





Ramboll's schedule of hourly rates by employee classification is presented in Table 2 below.

Table 2: Ramboll Project Labor Rates

Labor Category	Classification	Labor Rate
Project Principal (Principal)	L9	\$325
Senior Managing Consultant	L8	\$315
Managing Consultant	L7	\$285
Sr. Consultant 2	L6	\$240
Sr. Consultant 1	L5	\$220
Engineer/Geologist (Consultant 3)	L4	\$200
Engineer/Geologist (Consultant 2)	L3	\$175
Field Staff (Consultant 1)	L2	\$150
CAD/GIS Drafting	L1	\$150
Administrative Support	L1	\$120

Notes:

- Reimbursable expenses for travel and accommodations, equipment charges, priority mail, overnight delivery, and outside reproduction and courier services will be billed at cost, plus 15 percent.
- Project-related communications, to include in-house telephone, facsimile, postage, and reproduction, computers, data compilation, and Computer Aided Design and Drafting ("CADD") will be charged at 6 percent of total labor charges.
- 3. A 15% mark-up will be added to all subcontracted services (laboratory, private utility locator, surveyors, etc.).

Table 3: Field Equipment and Project Expenses

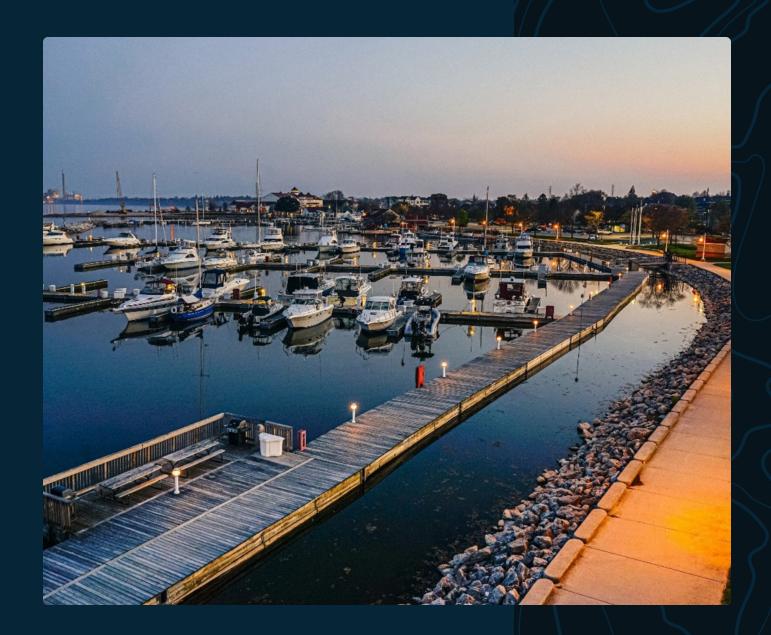
Description	Units	Unit Cost
PID (10.6 ev lamp)	day	\$70
X-ray fluorescence (XRF) analyzer	day	\$610
Ramboll owned vehicle charge	day	\$125
Personal Vehicle Mileage (federal rate) ¹	mile	\$0.70

Notes:

^{1.} Based on project needs, distance to site and other factors, Ramboll may elect to rent a vehicle for site visits and field work. Typical vehicle rental rates, based on our company preferred provider fee schedule are between \$40 and \$70/day. Fuel expense is additional.



Waterfronts Worldwide



ARCHITECTURAL DESIGN, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE

New Harbor Centre Marina

AND ASSOCIATED FACILITIES

PRESENTED TO
CITY OF SHEBOYGAN

RFP #2078-25 JUNE 26, 2025

PREPARED BY
EDGEWATER RESOURCES

PREPARED BY



PROJECT PARTNERS -







2 WATERFRONTS WORLDWIDE EDGEWATER RESOURC 123



TO:

Bernard Rammer

Purchasing Agent

City of Sheboygan, City Hall 828 Center Avenue, Suite 110 Sheboygan, WI 53081

Edgewater Resources

518 Broad Street, Suite 200
St. Joseph, Michigan 49085
T 269 932 4502
F 1 269 932 3542

www.edgewaterresources.com

RE: Request for Proposals #2078-25

Complete Architectural Design and Engineering Services associated with Construction of new Harbor Centre Marina and Associated Facilities.

Dear Mr. Rammer,

June 26, 2025

Thank you for the opportunity to provide this proposal for architectural design and engineering services for the permitting and construction of the new Harbor Centre Marina and associated facilities.

Edgewater Resources is a full-service design, planning, and engineering firm that specializes in marinas and waterfront projects. We have completed hundreds of marina projects around the Great Lakes and across the country, serving our clients from offices in Madison, Wisconsin and St. Joseph, Michigan. We have an in-house team of experienced, licensed professionals to lead this effort, and the development experience as the owners and developers of similar waterfront projects valued in excess of \$35 million, so we understand the issues from your perspective as the owner and operator of the marina.

We believe we are particularly qualified to assist you with this project, as we have more recent and ongoing marina construction projects underway now and over the last fifteen years on Lake Michigan than any other firm. This includes the complete reconstruction of Reefpoint Marina in Racine (underway now), 31st Street Harbor and Navy Pier Marina in downtown Chicago (opening this week), along with recent and ongoing work in Green Bay, Sturgeon Bay, Egg Harbor, Kewaunee, and Port Washington, and twenty more along the east side of the lake (not counting the projects still in the design and planning). This experience provides us with unmatched expertise in marine construction methods and current construction costs already being affected by tariffs.

We are also very familiar with Harbor Centre Marina and the regional marina market, having just completed the Harbor Centre Marina Market Analysis that provides current market data that will be very useful in the refinement of the current Master Plan. We will use this data to ensure the new marina provides the right mix of slips of the right size, and the amenities needed to make sure this marina is again one of the best marinas on Lake Michigan. Additionally, our team includes the key individuals who modeled the harbor for the City of Sheboygan Wave Surge Mitigation Study in 2016 while with their previous employer, so we are already familiar with the most important environmental conditions that have been causing so much damage over the years.

Our project director will be Mike Morphey, who led the design, permitting, and construction of the Port of Rochester Marina, a \$20 million marina which converted an underutilized port parking facility into a 158-slip marina. Mike will be your day-to-day point of contact and oversee all aspects of the project and coordinate the efforts of our entire team. Mike also oversaw the construction of 31st Street Harbor in Chicago, a 1,023 slip \$103 million marina that is LEED Gold Certified and winner of the Fabien Cousteau Blue Award for Sustainable Harbor Design. Jack Cox, Vice

EDGEWATER RESOURCES WATERFRONTS WORLDWIDE 3 124

President and Director of Engineering for the firm and leader of our Madison office, will apply his fifty years of marine and coastal engineering experience to ensure the design addresses all physical conditions including geotechnical, wind, waves, ice, and hydraulic. Michelle Rumsa will lead the architectural design components of the project, applying her 30 years of experience designing beautiful, durable, and functional buildings for marinas and waterfronts all across the Great Lakes. As a landscape architect and lifelong boater, I will work with you and the community to ensure the new marina and waterfront reflects the community's vision and expands access to the waterfront for everyone in Sheboygan. Also, as an owner and investor of several similar sized marinas on Lake Michigan, I will apply my experience in operations as we collaborate with your team to make sure the marina works for the staff as well.

We will be collaborating with a well-rounded team, including Ramboll, who will provide environmental and demolition-related services; Collins Engineers, Inc., who will provide survey, civil engineering, and construction administration support; Maffett Loftis Engineering, who will provide mechanical, electrical, and plumbing design support; and a local geotechnical engineer who will be determined as the project is kicked off.

We sincerely hope to have the opportunity to help the City of Sheboygan shape and implement your vision for the future of Harbor Centre Marina and the surrounding waterfront. We recognize that the scope of work outlined in the request for proposal is comprehensive and truly transformational in scale. We have prepared a scope of work and budget that corresponds with this vision, and we recognize that this effort may well need to be refined or phased over time to align with project funding. If you find that our team is the most qualified to help you see this vision through, we will always find a way to adjust our scope of work, phasing, and budgets to match your needs. We look forward to the opportunity to meet with you to learn more about your vision for the project.

Sincerely,

Gregory Weykamp, ASLA, LEED AP, BD+C

Principal | President

gweykamp@edgewaterresources.com

Mike Morphey, PE, LEED AP

Principal

mmorphey@edgewaterresources.com

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Resilient Coastlines and Innovative Waterfronts Worldwide.

Edgewater Resources was founded with the goal of enhancing community waterfronts, with a focus on planning, design, and development solutions based in economic reality.

Edgewater is a design and engineering consultancy firm based in the United States, with offices in Michigan, Washington, Wisconsin, and South America. Our work is focused entirely on marinas, mixed-use waterfront developments, coastal improvements, and harbor works. We create waterfront projects that respect and celebrate the local culture and natural environment, respond to natural forces with resilient and durable designs, and consider financial realities to ensure the long term economic viability of our work.

Our team provides skilled and thoughtful professionals practicing in the fields of architecture, planning, landscape architecture, environmental science, development finance, and marine, civil, coastal, geotechnical, mechanical, and structural engineering. Our specific services include:

- + Marina, Civil, Structural, and Geotechnical Engineering
- + Mechanical Engineering and Dry Stack Engineering Design
- + Coastal, Port, and Navigation Engineering
 - Shoreline Processes Studies
 - Hydrodynamic and Wave Modeling
 - Marinas and Harborworks
 - Nearshore Structures Design
- + Market Analysis, Funding, and Financial Feasibility
- + Regulatory, Permitting, Assessments, and Mitigation Support
- + Architecture, Landscape Architecture, and Master Planning
- + Public Process and Stakeholder Engagement
- + Development Finance, Economics, and Grant Funding
- + Expert and Forensic Analyses



Edgewater places an equal emphasis on design and engineering in all of our work, ensuring that all that we build is beautifully and thoughtfully designed to complement its setting, and thoroughly engineered to function, operate, and serve its purpose for decades. Our principals include award winning CLARB certified landscape architects and planners licensed to practice across the United States, LEED Accredited Professionals, Clean & Resilient Marina Professionals, and Board Certified Port, Coastal, and Navigation Professional Engineers. Our team works together on every project in a collaborative environment without divisions or departments, ensuring our work is well thought out and considered from many points of view, and we engage local partner firms and specialists to provide additional design resources as needed. Additionally, the Principals of our firm, Jack Cox, PE, BC.CE, PE, NE, BC.PE, and Greg Weykamp, ASLA, RLA, LEED AP, are currently leading the writing of the next edition of ASCE Manual 50, Planning and Design Guidelines for Small Craft Harbors.

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Waterfronts Worldwide



Team Structure

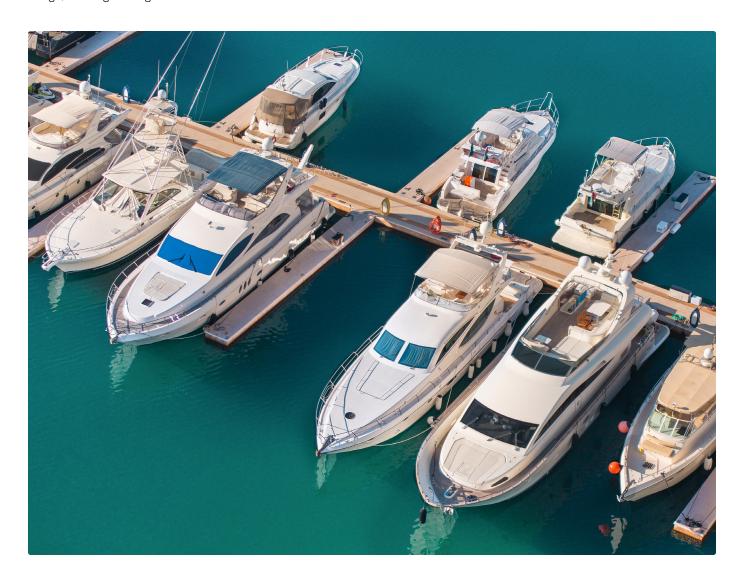
A world of knowledge applied to projects of all sizes.

Our team boasts considerable expertise and a wealth of experience, comprised of industry innovators who are at the forefront of developing revolutionary sustainable design and engineering practices.

With years of experience and success in all coastal environments, the Edgewater team is a trusted waterfront consultancy and regularly called on to advise local, state, and federal government agencies on shoreline, coastal, marina design, and engineering issues.

Professional and Support Positions

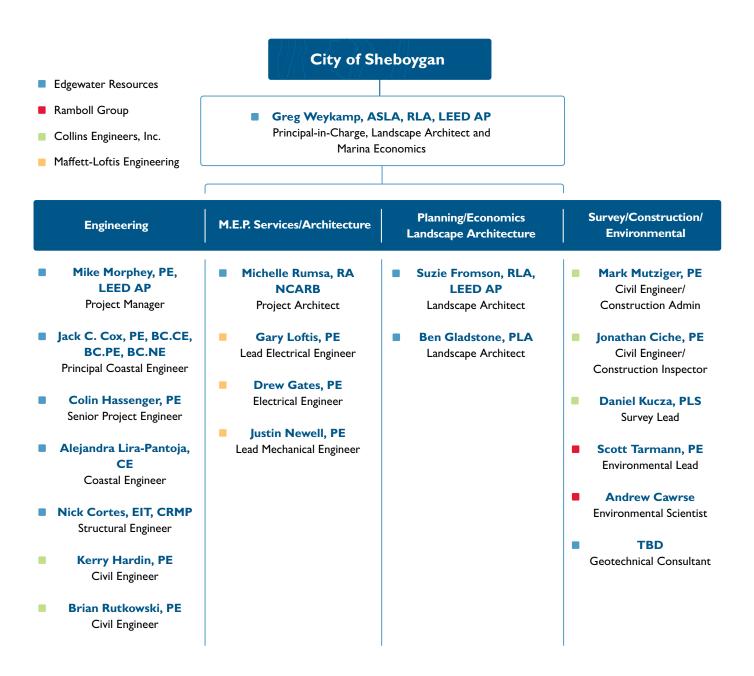
The team of Edgewater Resources, Maffett-Loftis Engineering, Collins Engineers, and Ramboll Group will complete the project with a team of over 15 professionals and approximately 25 support staff. Further information regarding the lead professionals may be found in the project organizational chart.



EDGEWATER RESOURCES WATERFRONTS WORLDWIDE \$ 130

Org Chart

The illustration below details the coordinated structure of the Edgewater team and our partnering associates, ensuring unique experience and efficient management of your overall project.



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Jack Cox

PE, BC.CE, BC.NE, BC.PE

Jack is Principal and Vice President of Engineering for Edgewater. He is triple board certified in Coastal, Port, and Navigation Engineering by the Academy of Coastal, Ocean, Port, and Navigation Engineers (ACOPNE). He possesses internationally recognized credentials in research, engineering, and design of projects involving nearshore hydrodynamics, harbor tranquility, breakwaters, fixed and floating marine structures, vessel navigation and berthing, dredge material disposal, shore protection, port planning, marina design, and risk analysis. Jack is also the principal author and lecturer for the ASCE Manual 50 for Planning and Design of Small Craft Harbors, the PIANC Marina Design Guidelines Manual and the International Marina Designer Training Program.



Education

PhD ABT in Coastal Engineering, University of Delaware

Post-Graduate Studies in Geophysical Fluid Dynamics, University of Chicago

Master of Engineering Science, Purdue University

Bachelor of Engineering Science, Purdue University

Registrations

Professional Engineer in the States of AK, DE, FL, IL, IN, LA, MD, MI, NY, NJ, OH, PA, RI, SC, TX, WA, WI, and Cyprus.

Certifications

Academy of Coastal,
Ocean, Port and Navigation
Engineers. (ACOPNE)

Relevant Experience

Master Planning of Racine Reef Point Marina

Jack developed a Master Plan for the reconfiguration of Reef Point Marina to an over-600-slip facility to accommodate a growing yacht-sized fleet. A new marina layout was introduced to include a central public festival pier, a floating fuel station relocation and modifications to the breakwater entrance. Jack managed the detailed design of the float system, mooring system and utilities upgrade., and directed dockage vendor selection, and construction oversight. The phasing plan was developed to accommodate transformation while the marina remained in full service.

Ft. Pierce Marina Living Breakwater Design

In 2004, The Ft. Pierce Marina was devastated by a series of hurricanes, leveling the old panel-style breakwater and washing away the docks. Jack directed the design of a "living shoreline" harbor and shoreline wave protection system including the design of segmental rubblemound breakwaters disguised as natural islands and reefs. He developed the geometry of the breakwater islands and archipelago array so as to also function as a current diverting system to reduce hazardous tidal velocities along the shoreline and modify and redirect sediment transport and accretion patterns. He also directed three-dimensional model testing of the design to control and confirm wave sheltering and sedimentation control current patterns. This project received the 2016 ASCE COPRI Award for Design Excellence.

Board Certified Coastal Engineer

Board Certified Port Engineer

Board Certified Navigation Engineer

Honors & Awards

Adjunct Professor of Practice in The Department of Civil and Environmental Engineering, University of Wisconsin.

Assistant Director for The Docks and Marinas Program, Department of Engineering Professional Development, University of Wisconsin.

Board of Trustees of The Academy of Coastal, Ocean, Port and Navigation Engineers (ACOPNE) / Trustee for Navigation and Coastal Engineering.

Inaugural Diplomate in The Fields of Coastal, Port and Navigation Engineering, ACOPNE/ASCE

US Representative and Deputy
Chairman for The PIANC
Recreational Boating Commission 18 Years

Tsunami Technical Advisory Board, University of Washington.

Special Presidential License Recipient to Practice Marine Engineering - Cyprus.

Patent Holder for "Quay Wall with Absorption Blocks and Interconnecting Flow Paths" Patent No.: US 9,896,814 B2.

Jack Cox

PE, BC.CE, BC.NE, BC.PE

Illinois Beach State Park Shoreline Stabilization

Retained by the Illinois Department of Natural Resources, Jack led the design development of a six-mile shoreline stabilization project to protect and enhance a highly eco-sensitive coastline on Lake Michigan. His team employed a design approach intended to minimize any structural contact with the beach by using tuned offshore structures and introducing the concept of virtual shorelines. The plan integrated a system of properly oriented, configured, and detailed detached structures, submerged reefs, and beach reconstruction using offshore mining. Successful approaches to achieving shoreline resilience and sustainability were accomplished by introducing new geometric elements such as fishtail spurs to induce reverse sediment transport, triggering the self-healing of the beaches. The design was specifically formulated to passively increase the resilience of the shoreline. Jack directed numerical shoreline change modeling and large-scale physical model testing to confirm and refine the design. He also integrated habitat-enhancing features into the breakwater design to create a living shoreline.

St. Clair Pier Extension

Lake St. Clair is located near Detroit, hydrologically connected with Lake Huron to the north and Lake Erie to the south. Given its northern climate and orientation, lake ice is a major design consideration for any marine structure built on the lake. Damage to the waterfront structures along its shores are commonplace during the winter months. The municipality of St. Clair Shores envisioned building a public access pier extending off of an existing armored shore point of land rubble mound at Blossom Heath Park. This pier extension is for the purpose of offering park patrons the ability to experience the lake and shoreline from open water. Edgewater also developed this plan to consider adding taxi services from the pier to other points of shore in the future.

31st Street Harbor Breakwater

Jack performed an expert review of the harbor breakwater design and construction, including an assessment of the design sections for armor stability, inferring expected wave transmission, overtopping levels, and interpretation and extrapolation of the physical model's test results. Additionally, he examined the actual armor placement technique and quantified an achieved armor interlock. A validation of stone quality and quarry production rates was provided, as well as an assessment of the effectiveness of the breakwater crest armoring assembly using dissimilar armor types.





Education

Bachelor of Science in Civil Engineering, Michigan State University

Registrations

Professional Engineer MI, IN, IL, FL, NY

Certifications

LEED (Leadership in Energy and Environmental Design), 2003

Professional Affiliations

American Society of Civil Engineers
Associate Member

Society of Naval Architects and Marine Engineers

Great Lakes Coalition
Vice President and Beach
Nourishment Chairperson

Mike Morphey

PE, LEED AP

Mike is a licensed professional engineer with over 22 years of experience in consulting engineering. His experience ranges from small parks to large-scale waterfront improvements to local and state transportation projects. His work includes marina consulting for facilities of all types and sizes, both domestic and international. He has worked on over fifty coastal projects, primarily on Lake Michigan, while continuing to provide marina consulting to private and public clients in the Great Lakes.

Relevant Experience

31st Street Harbor

Mike led the construction administration phase of the new 1000-slip harbor for the Chicago Park District. He reviewed construction of the marina, including dock fabrication, dock installation and anchorage, marina utilities installation, and other related components. This project included the creation of a 1.5-acre waterfront park, integrated into a 2,200-foot-long stone revetment structure in Lake Michigan. The project opened in May of 2012 and created significant waterfront and traffic calming and pedestrian circulation improvements to the area, including the elimination of all four conflicts between the Lakefront Trail and vehicular traffic.

Port of Rochester Marina

The Port of Rochester Marina project included the transformation of an underutilized asphalt parking lot and ship loading area into a new 180-slip marina, serving both seasonal and transient boaters. Mike led the design and construction administration of the marine components of the project, including basin perimeter, docks, gangways, and other related components. The facility opened in Spring 2016 and remained fully functional during the record high Lake Ontario water levels of 2017.

East Tawas State Harbor Marina Expansion

The State of Michigan engaged Edgewater in the condition assessment, market analysis, boater survey, and Master Planning of the expansion of the existing state harbor facility in East Tawas, Michigan. Phase I included a new pedestrian promenade, coastal wetland areas, floating wave attenuator, floating fuel/service pier, and floating dock infrastructure. Mike managed the project and led the design and permit process of Phase I.

Mike Morphey

PE, LEED AP

Brooklyn Bridge Park Marina

This project involved the creation of a new marina facility with full accommodation for vessels, from small sailing dinghies to over 200 ft. superyachts. The project site was a former industrial shipping pier that had been partially removed and repurposed into public park space, creating a unique set of challenges and design constraints. Due to its size and location, the project required detailed utility routing analysis and coordination with the surrounding public park to ensure compatibility with the current layout, along with the park's proposed future improvements. Mike served as project engineer and contributed to design development, local/state/federal permit acquisition, and construction administration.

Caroline Bay Marina

Edgewater was contracted to provide a market feasibility study, design, engineering, and project management for a luxury marina and yacht club. The project's scope included the design of a 500 ft. pier, piles, seawalls, a marina, and shoreline stabilization. Wave attenuation was incorporated into the design to protect small vessels and megayachts at the facility. As project engineer, Mike completed a condition evaluation of a World War II-era Naval Air Station loading pier, developed concept alternatives, and applied for permits.

St. Clair Municipal Marina Broadside Dock

The St. Clair Municipal Marina includes a steel seawall which doubles as a broadside dock. The dock serves transient boats and boat shows, including an annual offshore racing event. Mike led an evaluation of the dock, given upland settlement issues, and aging dock utility systems. The evaluation included geotechnical analysis, dive inspection, multibeam hydrographic survey, analysis, and long-term planning. The study resulted in a long term plan and phased approach for implementation.

F. Grant Moore Marina

Mike led a multi-year effort to re-think the City of Boyne City's long term improvement plan. After hearing input from community members about how the plan could balance various interests, a new long-term plan was developed. Through State of Michigan Waterways Grants, Mike assisted the City in optimizing an initial phase to restore capacity to the marina, then led the design of the initial phase. The project is in construction with anticipated completion in spring 2025.





Education

Bachelor of Landscape Architecture, Michigan State University

Registrations/ Certifications

Registered Landscape Architect in the States of IL, IN, MI, OH, NY, and WI

CLARB Certified

Council of Landscape Architecture, Registration Board

LEED Accredited
Professional Building,
Design & Construction

Clean & Resilient Marina
Professional (CRMP),
Association of Marina Industries

Gregory Weykamp

ASLA, RLA, LEED AP

Greg has over thirty-one years of experience in the planning and design of the public realm, with an emphasis on the implementation of sustainable landscapes and urban waterfront environments. His project experience spans waterfront parks, marinas, Master-Planned communities, urban revitalization, streetscapes, parks and recreation facilities, medical and university campuses, and military installations.

Relevant Experience

31st Street Harbor

Greg served as Principal-in-Charge, leading the combined design and engineering team in the development of a new 1000-slip harbor for the Chicago Park District. The design included a green roof-covered parking area providing heated winter boat storage below and expanded park space above. Additionally, the marina project was leveraged to create a new regional destination play area and a new 1.5-acre park space offshore in Lake Michigan, providing views of the Chicago skyline. Key elements included improved pedestrian and bicycle safety by realigning the Lakefront Trail and the integration of extensive sustainable design strategies including green roof-covered parking, bioswales, bio-infiltration, materials selection, habitat creation, alternative energy generation, boat wash, and LEED Certified structures.

Sheboygan Marina Market Analysis

Edgewater prepared a comprehensive marina market analysis for Harbor Centre Marina in the fall of 2024 that documented the current demand for marina services along the length of the Lake Michigan shoreline from Kenosha to Sturgeon Bay, Wisconsin. The analysis identified current market rates and demand for slips of various sizes, as well as supplemental marina services and associated upland services that affect demand and revenues. The marina market analysis provides information that can be used to refine the marina Master Plan prepared for Harbor Centre Marina to ensure the new facility meets the current and future needs of the marina market to ensure long term financial viability.

Navy Pier Marina

The Navy Pier Marina project included the design and development of a new transient marina located at the heart of Chicago's waterfront at Navy Pier. The facility provided 120 new transient slips on a combination of fixed and floating dock infrastructure. As Principal of the design team, Greg led the design, permitting, planning, and engineering for all aspects of the project.

Honors & Awards

Great Lakes Sea Grant Network, Great Lakes Outreach Programming Award, Sustainable Small Harbors Project

American Society of Landscape Architects, Illinois Chapter, 2013 President's Award, 31st Street Harbor

Chicago, Illinois, ISS Fabien Cousteau Blue Award, 31st Street Harbor

Chicago, Illinois, AIA Chicago SustainABILITY Leadership Merit Award 2012, 31st Street Harbor

First Place, Engineering News Record Midwest "Best Projects" 2012, 31st Street Harbor

Design Evanston Urban Design Award 2010, Evanston Lakefront Master Plan

Air Force Design Award, Planning/Design Guidelines Category, Misawa AB, 2005

Merit Award for Research, Summer Student Program 2001

Colorado Chapter ASLA, 2001

Great Plains Chapter American Society of Landscape Architecture, Merit Award for Planning, Omaha City Parks Master Plan

National APA Honor Award

GASLA Merit Award

Georgia APA Honor Award, Gateway to Coastal Georgia

Gregory Weykamp

ASLA, RLA, LEED AP

Holland Civic Center

The City of Holland engaged the Edgewater team to facilitate the redevelopment of the Holland Civic Center. This project renovated the 60-year-old Civic Center, Holland's historic center of recreational and cultural activity, while strengthening the physical connection of downtown Holland to the Lake Macatawa waterfront. Through a robust engagement process, the team distilled the needs and wants of the stakeholders to produce a plan that welcomed and served all members of the community. Through a careful balance of recreation, cultural programming, and farmer's market activity, the site catalyzes the activation of the west end of 8th Street. The project was completed in 2018. As Principal of the design team, Greg led the design, planning, and final design of all aspects of the project.

Lexington State Harbor Redevelopment Plan

The Lexington State Harbor project included the condition assessment, marina market analysis, boater survey, and initial planning and design for the renovation and expansion of a 120-slip marina for the Michigan Department of Natural Resources. As Principal of the design team, Greg led the design, planning, and final design of all aspects of the project.

Port of Rochester Marina

The Port of Rochester Marina project included the transformation of an underutilized asphalt parking lot and ship loading area into a new 180-slip marina serving both seasonal and transient boaters. As Principal of the design team, Greg led the design and implementation of the marine-based elements as well as the surrounding site infrastructure of the project.

South Bay Marina

Edgewater assisted South Bay Marina in the development of a Master Plan for the expansion of transient slips and landside amenities. Additional efforts included a successful USFWS Boating Infrastructure Grant Application, which would fund design efforts for the expansion of the facility. As Principal of the design team, Greg led the design and planning of all aspects of the project.



Edgewater Edgewater

Education

Master of Architecture, University of Illinois, Champaign-Urbana

L'Ecole de Architecture et d'Urbanism de Versailles, Study Abroad

Bachelor of Fine Arts in Scene Design and Technical Theatre with a Piano Minor, Central Michigan University

Registrations

Licensed Architect in the States of MI and NY.

Registered NCARB.

Honors and Awards

2023 Recipient of the AIA Grand Rapids - Say it Loud Award

Michelle Rumsa

RA, NCARB

Michelle has more than twenty-five years of architectural design experience. Her projects include new construction and renovation for hospitality, commercial, marine, non-profit, and residential design from proposal through completion with a focus on building codes, zoning ordinances, barrier-free and energy code compliance, and municipal team collaboration. She is an advocate for the process of prioritizing and organizing ideas into structures and finding appropriate design solutions for each unique project. Michelle is a mother, wife, musician, boater, and dog rescuer.

Relevant Experience

Discovery Pier Pavilion Phases I and 3

Edgewater's long-term relationship assisting in expanding the mission of the Discovery Center & Pier, a non-profit education and research organization in Traverse City, Michigan, includes civil, marina, landscape, and architecture Master Planning. Michelle designed a new 4,000 sq ft. pavilion event structure located directly on the pier in Phase I and a 784 sq ft. Ticket Office in Phase 3. The Pavilion design process included plans and 3D model renderings for grant acquisition, municipal review, stakeholder presentations, and the Design-Build contractor. The new Pavilion was designed to accommodate a variety of groups for the individual or simultaneous use of education, freshwater research events, concerts, parties, and weddings. The pavilion was completed in the spring of 2024, and the Phase 3 Ticket Office was set to be completed in the spring of 2025.

Michigan Maritime Museum Heritage Center

Michelle led the Edgewater team as principal architect and project manager for the first phase of a campus-wide Master Plan at the Michigan Maritime Museum in South Haven, Michigan. The Heritage Center is a 17,000 sq ft., two-story landmark of owner and community shared community goals for inclusive, sustainable, and accessible access to the waterfront. Michelle coordinated design services from conception through completion for architecture, with Edgewater team members providing civil and marine engineering and landscape design in a Design-Build construction collaboration. Her thoughtful planning and design of the visual character and spaces tell the story of the Great Lakes through exhibits, education, research, a ship store, events, and meeting spaces. The Heritage Center was completed in July 2022.

Awarded Charles E Peterson Prize, 1992

HABS/HAER, Library of Congress

Macoupin County Courthouse, Ink on Vellum,

University of Illinois Team

Professional Affiliations

Member of the Association of Licensed Architects

Member of the Art Institute of Chicago

Volunteer Positions

Harbor Habitat for Humanity Affordable Homes Architect

Executive Board Member of the St Joseph Public Schools Foundation

Board Member of the Berrien Artists Guild/Box Factory for the Arts

Michelle Rumsa

RA, NCARB

Navy Pier Marina

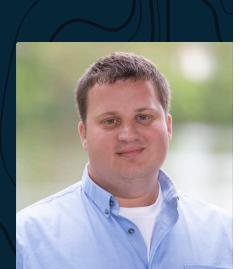
The Navy Pier Marina project includes the design and development of a new transient marina located at the heart of Chicago's waterfront at Navy Pier. The facility will provide 120 new transient slips on a combination of fixed and floating dock infrastructure. As Edgewater's design and building code Architect, Michelle represented the owner's interest to lead a shipping container fabricator's team through the design of a two story, 2,600 sf Boater's Amenity building constructed of 12 single-use shipping containers. The building is the first of its kind in a Chicago marina. It will be highly visible from the shore as it is installed on a specialty dock within the Navy Pier Marina.

Inn at Harbor Shores

Michelle was the architect of record for a 124,000 sq ft., nine-story hotel with 92 hotel rooms, 14 penthouse condominiums, Planks Tavern: a full-service restaurant, a 1,900 sq ft. luxury spa, indoor and outdoor pools, event spaces for up to 400 guests, and a ninth-floor rooftop deck. She provided architecture and interior design services, focusing on priorities that maximize waterfront views and express the local maritime story in form, material, interior art, and sustainable design strategies in this coastal design-influenced building. Michelle coordinated design services from initial conception through completion for architecture, with Edgewater team members providing civil and marine engineering and landscape design in a Design-Build construction collaboration that took eleven months of planning and thirteen months of construction. The Inn was completed in May 2014.

Lexington State Harbor Boater Amenities Building

Edgewater's long-standing relationship with the State of Michigan led to the opportunity to develop a marina and upland Master Plan at the Lexington State Harbor. Michelle provided architectural design services from schematic design through completion for the worn 1978 marina restroom building with an interior renovation and a new 700 sq ft. addition to complete the 1,754 sq ft. boater's amenities building. The program for accessible ADA and Michigan Energy compliance included new showers and restrooms, a boater's lounge and laundry, a staff office, a breakroom, and a covered porch overlooking the marina.





Education

Bachelor of Science in Civil Engineering, Michigan State University

Registrations

Registered Professional Engineer in the States of FL, ID, IN, MI, NY, OH, and WI.

Publications/Lectures

"St. Joseph Coastal Study", FEMA Great Lakes Coastal Flood Study, 2012

NOAA Great Lakes Coastal Resiliency Planning Guide, 2013

"Design & Construction of a Modern Floating Dock Facility", MSPE, Muskegon Chapter, 2015

PROJECT ENGINEER | PROJECT MANAGER

Colin Hassenger

PE

Colin has vast experience ranging from fieldwork and conditions assessments to marina design and construction oversight. He joined Edgewater in 2011 and has since been extensively involved in numerous marina and waterfront projects in the Great Lakes, across the country, and internationally. Colin has led the design and implementation of numerous waterfront projects, ranging from private residential shorelines to waterfront parks to full-service modern marinas with hundreds of vessels. He currently oversees the engineering staff on all marina design projects at Edgewater.

Relevant Experience

Navy Pier Marina

The Navy Pier Marina project includes the design and development of a new transient marina located at the heart of Chicago's waterfront at Navy Pier. The facility will provide 120 new transient slips on a combination of fixed and floating dock infrastructure. Colin was responsible for coordination with design team members, design calculation review, utility integration, and project document review during the design phase of the project. During construction, Colin was responsible for submittal review, contractor RFI's, contractor testing review and coordination, field engineering, and site observation.

Port Austin State Harbor

The existing inner harbor berthing area at Port Austin suffered from excessive wave action and chronic damage to docks despite the presence of an outer breakwater structure. Edgewater examined the causes for the agitation and developed mitigative solutions for the problem. Edgewater conducted a series of numerical model studies including detailed Boussinesq modeling of the wave behavior around various harbor features and potential corrective options. Corrective measures were developed which included modifications to the harbor entrance, creating an overall reduction of the harbor agitation level, and nearshore improvements to locally address the problems.

Eagle Harbor Marina

Eagle Harbor State Marina sits at the most northern tip of Michigan. Owned and operated by the Michigan Department of Natural Resources, the facilities and harbor had not been updated since the 1970s. This Design-Bid-Build project renovated the existing buildings and marina on site and added 3,650 sq. ft of new crib-pier docks.



Colin Hassenger

PE

Discovery Center Great Lakes Marina

The The Discovery Center Great Lakes is home to a range of community and non-profit organizations interpreting historic shipping and boating on the Great Lakes. Colin served as Project Engineer. This project created the Master Plan for a completely renovated waterfront and marina to provide homes for a number of historic tall ships, wooden sailing vessels, and the Traverse Area Community Sailing program. In addition, several seasonal and transient slips were made available for lease to help fund non-profit activities and offset the cost of construction.

South Haven Northside Marina Renovations

Master Planning, grant funding, and marine engineering for the complete renovation of this 108-slip marina located in South Haven, Michigan. The impetus for the project was responding to record high water levels that caused extensive flood damage to the facility and electrical safety concerns. The new facility was constructed through a Design-Build process using several innovative strategies to minimize costs and speed construction, while achieving the highest level of marine electrical safety. The project was completed ahead of schedule and under budget.

Port of Rochester Marina

The Port of Rochester Marina project included the transformation of an underutilized asphalt parking lot and ship loading area into a new 180-slip marina, serving both seasonal and transient boaters. As part of the overall project design team, Colin, acting as Project Engineer, performed the design and implementation oversight of the marine-based elements of the project along with coordinating their connectivity to the surrounding site infrastructure. The facility opened in Spring 2016 and remained fully functional during the record high Lake Ontario water levels of 2017.

Harrisville Harbor

As acting Project Engineer/Project Manager, Colin assisted the City of Harrisville and the Harrisville Harbor commission on the multi-phased reconstruction of their marina. Along with the Commission, Colin developed a phasing plan to reconstruct the entire marina facility over four years and in four phases to meet available grant funding and overall project budget requirements while keeping the facility operational and income-generating between phases. The phased construction was coordinated with MDNR representatives to ensure grant requirements were satisfied and cost remained in budget.



Edgewater resources

Education

Bachelor of Landscape Architecture, Michigan State University

Registrations

Registered Landscape Architect in the State of MI.

Accomplishments

2019 Honor Award, American Institute of Architects Grand Rapids Chapter, Holland Civic Center

2016 Project of the Year, Transportation by the American Public Works Association, New York Chapter, Port of Rochester Marina

President of St John's, MI Board of Parks and Recreation.

Suzanne Fromson

LEED AP, RLA

Suzanne has over twenty years of experience managing a wide range of projects including community and site Master Planning, restoration and resource management plans, park and recreation design and administration, and urban design. Her public collaboration skills, design creativity, construction knowledge, and management of project schedules and budgets make her an integral player in the planning, design, and implementation process.

Relevant Experience

Lexington Harbor Upland Master Plan

Edgewater was engaged by the Michigan Department of Natural Resources to prepare the Lexington State Harbor Master Plan in 2018, which was completed in coordination with the Village of Lexington Master Plan. As part of that effort, Edgewater's team collaborated with the village planners on the concept design of the proposed Patrick Tierney Park Redevelopment and engaged the residents of Lexington in the design of the new State Harbor facilities and Tierney Park. Suzanne served as project manager for the park planning work, coordinated with architects and civil engineers, and worked in parallel with the engineering team as they managed the marina planning process.

Navy Pier

The City of Chicago is Illinois' most popular destination, and Navy Pier is lauded as the most visited destination in the state, plus, one of the top destinations in the Midwest. The creation of dedicated transient slips would serve these boaters and provide new access, connecting a larger market to area amenities. Suzanne was a key team member in construction document production and coordination of key site design elements including site furniture and entry gates to the new marina.

Ferry Beach Corridor Master Plan

The City of Charlevoix retained Edgewater to prepare a feasibility study and collect site data and public input for the Ferry Avenue corridor at the Charlevoix Municipal Coat Ramp at Ferry Beach Park. Suzanne was the project manager leading this study. She led the project through every phase of site evaluation, public outreach, conceptual design, and feasibility.

Certifications LEED (Leadership in Energy and Environmental Design), 2003 Teaching Experience Graphics for Landscape Designers at The George Washington University, Washington, D.C. Landscape Graphics at Front

Range Community College,

Westminster, Colorado

Suzanne Fromson

LEED AP, RLA

East Tawas State Harbor Marina Expansion

The State of Michigan engaged Edgewater in the condition assessment, market analysis, boater survey, and Master Planning of the expansion of the existing state harbor facility in East Tawas, Michigan. Suzanne worked as part of the Edgewater architecture and engineering team to create a Master Plan, alternatives, and landscape design during the initial planning phase. The following processes for Phase I included a new pedestrian promenade and floating dock infrastructure, for which Suzanne oversaw the development and implementation.

Holland Civic Center Place Redevelopment

The City of Holland engaged the team of engineers, planners, and landscape architects at Edgewater to facilitate the redevelopment of the Holland Civic Center. Additional team members included Holland-based Livable Community by Design and GMB Architects and Engineers, along with Walker Parking Consultants and Project for Public Spaces. The project included the design and redevelopment of the Civic Center Building and the surrounding city block. This project aimed to renovate the 60-year-old Civic Center, Holland's historic center of recreational and cultural activity, while strengthening the physical connection of downtown Holland to the Lake Macatawa waterfront. Suzanne was involved with all aspects of the project and was the project manager for the construction phase of work.

Belle Isle Trailhead and Loop Trail

Edgewater was retained by the Michigan Department of Technology, Management & Budget to design and implement the Belle Isle Trailhead and Loop Trail. The Trailhead is a hiker and cyclist-friendly facility that serves as the southern terminus of Michigan's over-2,000-mile Iron Belle Trail. The project included a new restroom building, a parking lot with a bioswale rain garden, and public art. The Loop Trail included the engineering of approximately six miles of non-motorized trail, also part of the Iron Belle Trail system. The project required extensive permitting and stakeholder communication and coordination. Suzanne led the Edgewater team as project manager in all phases of work from the production of concept graphics through construction drawings and construction administration.





Education

Master of Science in Coastal Engineering, National Autonomous University of Mexico

Bachelor of Engineering in Civil Engineering, Autonomous University of Yucatan

Certifications and Supplemental Education

Young Leader Award, Marina Dock Age, 2023

Climate Change Adaptation for Ports and Navigation Infrastructure North American PIANC Seminar and Workshop, Port of New York, and New Jersey. Brooklyn, NY, 2017

Alejandra Lira-Pantoja

CE

Alejandra is a skilled coastal engineer with comprehensive experience in the development of waterfront infrastructure with attention to quality, budget, and schedule. She specializes in utilizing numerical modeling techniques to analyze a range of coastal processes, leveraging the results to inform and improve the final built design. Alejandra's professional journey includes contributions to a wide array of waterfront aspects, covering tasks such as design calculations, comprehensive numerical modeling, cost estimation, drafting of construction drawings, and preparation of permitting documentation as required.

Relevant Experience

Illinois Beach State Park Shoreline Stabilization

The Illinois Beach State Park represents the final remaining natural, undeveloped shoreline in the state. Alejandra spearheaded the numerical modeling efforts of wave and sediment transport to devise a solution scheme that incorporated offshore breakwaters and beach nourishment aimed at stabilizing the park's three most vulnerable areas. Additionally, she actively participated in physical modeling sessions conducted at the HR Wallingford laboratories in the UK, overseeing and optimizing the design for one area while providing insightful contributions for the remaining two. Alejandra played an integral role in conducting coastal and breakwater analyses, calculating structural design parameters, and contributing to beach design, bid documents, cost estimation, and schematic designs.

Saxon Harbor Upland Marina

Saxon Harbor Park was severely damaged during an event in July 2016 in which the flooding of the Oronto Creek washed out County Trunk Highway A at the park entrance. The water also severely damaged the campground, marina, and recreational facilities of the park. Funded by FEMA, the project required complex coordination and permitting between agencies and partners, including USACE, WisDOT, and WDNR. Alejandra worked on the redesign and replacement of the marina facilities and site campground, analyzed the coastal wave environment, and coordinated with the modeling of the Oronto Creek hydrology to produce a design that reduced the risk of damage from future extreme events, creating a more resilient park.

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Wave Modeling Summer School, by the Waves Group at the National Centers for Environmental Prediction, NOAA and the University of Maryland, EUA, 2015

Latin American Seminar on Wave Modeling, Engineering, and Erosion. Taught by professors from ISMAR, NOAA, CICESE, TU Braunschweig, IH, Cantabria, and the University of Medellín. Cartagena, Colombia, 2014

PADI Open Water Diver Certification

Alejandra Lira-Pantoja

CE

Rockport State Recreation Area

The Michigan Department of Natural Resources (MDNR) retained Edgewater to conduct a sediment transport stabilization study aimed at resolving boater navigation challenges and the recurring need for dredging at the entrance of Rockport State Harbor. Alejandra implemented Spectral Wave (SW) and Hydrodynamic (HD) models utilizing DHI's MIKE21 modeling suite. The modeling process accounted for offshore wave transformation, wind-induced energy input, wave-breaking dynamics, and resultant currents.

Egg Harbor Beach Park

The Village of Egg Harbor owned and operated a beach park where most of the sand material had eroded away, leaving the public with little beach area to enjoy. Alejandra worked on the wave and current modeling of the area to understand the coastal dynamics at the site and designed a beach system that would remain in place. She also assisted with permitting, cost estimates, and drawings.

Milwaukee County South Shore Park Beach

Milwaukee County's South Shore Park Beach was one of the city's most popular beach parks, however, it was experiencing regular beach closures due to water quality issues that were putting beachgoers at risk. Alejandra worked on the wave and currents numerical model to inform a beach design that promoted water circulation, preliminary drawings, and cost estimates.

Baileys Harbor Sedimentation Study

Alejandra led the Edgewater engineering team in conducting a comprehensive hydrodynamic study focused on the entrance of the Baileys Harbor Town Marina. The primary objective was to evaluate the current patterns in the vicinity of the existing entrance and assess the feasibility of implementing a spur addition. This addition aimed to minimize dredging requirements, enhance water circulation to mitigate algae and debris accumulation, and facilitate the establishment of a recreational beach. The study encompassed a bathymetric survey alongside numerical wave modeling and sediment transport modeling, examining various configurations to address the identified issues effectively.





Education

Bachelor of Science in Civil
Engineering, Minor in Economics,
Michigan Technological
University

Certifications

Assocation of Marina Industries Clean and Resilient Marina Professional (CRMP)

Michigan Clean Marina Certification Specialist

STAFF ENGINEER

Nick Cortes

EIT, CRMP

Nick is a staff engineer and project manager for Edgewater. He is responsible for engineering design, calculations, modeling, and quality control of Edgewater's various waterfront projects. He primarily focuses on structural analysis and design for steel, reinforced concrete, and timber infrastructure. As an avid sailor, he combines practical experience in the boating industry with engineering work at Edgewater.

Relevant Experience

Michigan Maritime Museum

The Michigan Maritime Museum project included the condition assessment, planning, and design of the renovation and expansion of the Michigan Maritime Museum campus. The scope of work included a complete campus Master Plan, site civil engineering, landscape architecture, architectural services for an \$8 million new museum building, and marine engineering for all harbor elements for the Museum fleet, as well as visiting boats. Nick completed the structural design for a concrete abutment and wood dock system for site engineering. Nick also completed the structural design for the steel, timber, and concrete elements for a larger boardwalk and dock system expansion. This included sheet pile wall and revetment systems that would provide protection to a planned two-story building. Nick served as project manager for this project.

Port Austin State Harbor

The existing inner harbor berthing area at Port Austin suffered from excessive wave action and chronic damage to the docks despite the presence of an outer breakwater structure. Edgewater examined the causes for the agitation and developed mitigative solutions for the problem. Edgewater then conducted a series of numerical model studies including detailed Boussinesq modeling of the wave behavior around various harbor features, and potential corrective options. Corrective measures were developed that included modifications to the harbor entrance, creating an overall reduction of the harbor agitation level and nearshore improvements to locally address the problems. Nick completed the structural design of many marine elements of the project and conducted site visits with topographic and bathymetric surveying.



Nick Cortes

EIT, CRMP

Navy Pier Marina

The Navy Pier Marina project included the design and development of a new transient marina located at the heart of Chicago's waterfront: Navy Pier. The facility would provide 120 new transient slips on a combination of fixed and floating dock infrastructure. Nick performed calculations of site-specific loads, including wind and wave loading, and completed the structural steel design for fixed piers, floating pier supports, and a pile-supported two-story boater-services building. During construction, Nick was responsible for submittal review, contractor RFI's, contractor testing review and coordination, field engineering, and site observation.

Discovery Center Great Lakes

The Discovery Center Great Lakes is home to a range of community and non-profit organizations interpreting historic shipping and boating on the Great Lakes. This project created the Master Plan for a completely renovated waterfront and marina to provide berths for several historic tall ships, wooden sailing vessels, and the Traverse Area Community Sailing program. Several seasonal and transient slips were made available for lease to help fund non-profit activities and offset the cost of construction. Nick designed modifications to the original seawalls to raise the cap elevation; this included analyzing the existing steel wall and presenting options to the client in both reinforced concrete and steel. Additional design work included floating dock support piles, gangway platforms, jib crane support structures, and structural connections throughout the site.

South Haven Northside Marina Renovations

Nick completed marine engineering for the complete renovation of a 108-slip marina located in South Haven, Michigan. The impetus for the project was responding to record-high water levels that caused extensive flood damage to the facility as well as electrical safety concerns. The new facility was constructed through a Design-Build process using several innovative strategies to minimize costs and speed up construction, while simultaneously achieving the highest level of marine electrical safety. The project was completed ahead of schedule and under budget. This included a structural analysis of the existing fixed timber structure, adding additional structure to raise the deck elevation, and reinforcing new structural elements with additional timber beams and stringers.



Project Manager/Project Architect References

Mike Morphey, **Project Manager**

Harbor Shores Parcel 2 Marina

St. Joseph, Michigan

Christopher J. Cook, PE

Managing Director, Harbor Shores Community Redevelopment

- Eccook@harborshoresresort.com
- P 269 876 9290

Grayhaven State Harbor

Detroit, Michigan

Bruce Watkins, PE

Project Director, Michigan Department of Technology, Management and Budget

- **■** watkinsbl@michigan.gov
- P 517 242 7882

South Haven Harbor Wave Mitigation Study

South Haven, Michigan

Kate Hosier

City Manager, City of South Haven

- E khosier@southhavenmi.gov
- P 269 637 0750

Michelle Rumsa. **Project Architect**

Discovery Center & Pier

Traverse City, Michigan

Matt McDonough

CEO, Discovery Pier

- E Matt@discoverygreatlakes.org
- P 231 409 4285

Michigan Maritime Museum

South Haven, Michigan

Patty Reinert-Montgomery

Executive Director, Michigan Maritime Museum

- E Patti@mimaritime.org
- P 269 637 8078 Ext. #2

Lexington State Harbor

Lexington, MI

Bruce Watkins, PE

Project Director, Michigan Department of Technology, Management and Budget

- E watkinsbl@michigan.gov
- P 517 242 7882

EDGEWATER RESOURCES WATERFRONTS WORLDWIDE



Maffett-Loftis Engineering, LLC

Our focus is narrow but deep: Marina and Waterfront Utility **Systems**

Maffett-Loftis Engineering (MLE) will be responsible for engineering services for the following:

- Marina electrical, plumbing, fuel, telecommunications, fire protection systems
- Building Design Support: Electrical, plumbing, fire protection, fuel, telecommunications, and HVAC
- Marina electrical system testing and commissioning

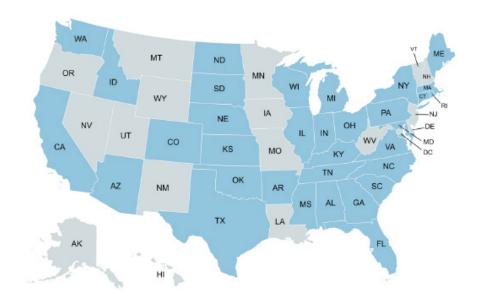
Marina Expertise

MLE has worked with hundreds of marinas across the United States, providing electrical system designs that prioritize safety, efficiency, and regulatory compliance. Our team also brings deep experience in fuel systems and telecommunications infrastructure, enabling us to support a wide range of project needs in both new construction and retrofit applications. From feasibility through final design, MLE delivers responsive, technically sound engineering grounded in years of specialized practice.

MLE is not a generalist engineering firm. Our focus is narrow but deep: marina and waterfrontutility systems. We are nationally recognized for correcting legacy electrical issues in marinaenvironments, improving reliability, and bringing complex sites up to modern code.

- Over 400 completed marina power systems across the **United States**
- Expertise in medium voltage engineering, including detailed arc flash studies, load analysis, and fault coordination
- Consultant to municipal and state authorities for marina electrical modernization
- Principal engineer i a member of the NEC code making panel 7

Our team is intimately familiar with the challenges of dock power distribution and has worked alongside architects, utility companies, electricians, inspectors, and code enforcement officials to deliver safe and efficient methods of distributing power throughout marinas..



States where MLE has performed design and/or inspection work for marinas

GARY LOFTIS, PE



Electrical Engineer Lead

Tennessee Tech University | BS, Electrical Engineering ABYC Marina Electrical Certification MI License #6201309092

Licensed in: Arizona, California, Colorado, Florida, Georgia, Illinois, Indiana, Kansas, Kansas, Kentucky, Maryland, Maine, Massachusetts, Michigan, Nebraska, North Carolina, New York, South Carolina, South Dakota, Tennessee, Texas, Virginia, Washington, Wisconsin

Gary is an Electrical Engineer with over 30 years of experience in the field. Owner and manager of engineering design business for 26 years with responsibilities in all facets of company operations including R&D, design, prototypes, production manufacturing, product installation, employee management, business development, engineering design, plans and specifications generation, inspection, customer service and relations, quality control, contractor interface, construction observations.

He oversees and is responsible for the design of power, lighting, and fire alarm systems for marina projects. As well as provides engineering studies to include arc flash analysis, selective coordination, and fault current studies. Gary manages the activities of designers and draftsmen with accountability for goals, objectives, and operational policies. Below is a sampling of marinas on the Great Lakes he provided engineering services for.

- · Racine Reef Pointe Marina Racine, WI
- Lakeshore Towers Marina Racine, WI
- Great Lakes Marina Muskegon, MI
- Point Pleasant Marina Douglas, MI
- · Sunset Marina Rock Island, IL
- · Navy Pier Chicago, IL
- Hoosier Hills Marina Celestine, IN

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GARY LOFTIS, PE

2019 – present Principal voting member of the National Electric Code (NEC) Technical Committee - CMP-07

2008 - present Maffett Loftis Engineering, LLC, Cookeville, Tennessee

- · Co-owner and Principal Electrical Engineer
- Specializes in marina electrical design, inspection, and testing throughout the US.
- Annually teaches marina electrical code, safety, and practical application classes
- · Responsible for all electrical, lighting, fire alarm and low voltage design, provide electrical systems analyses, expert electrical witness, and responsible for business affairs.

2006 - 2008 Maffett Engineering, LLC, Cookeville, Tennessee

- Electrical Engineering Designer (specialized in marina electrical design)
- Responsible for all electrical, lighting, fire alarm and low voltage design

2004 – 2022 Certified Deputy Electrical Inspector, State of Tennessee

- Met qualifications set by Tennessee State Fire Marshal, Electrical Section to become an electrical inspector to include minimal five years of field wiring experience, passing of certification test through National Certification Program for Construction Code Inspectors (NCPCCI) (One-Two Family Dwelling and Electrical General), passing of state interview process, and demonstrated extensive knowledge of National Electrical Code NFPA 70.
- · Responsible for performing electrical inspections on electrical installation ranging from residential to large commercial to health care to ensure proper installation according to the National Electrical Code and Tennessee Regulations.
- Inspection jurisdictions include City of Cookeville, Putnam County, and Overton County

1995 – 2005 PLM Corporation, Cookeville, Tennessee

Owner and Principal Electrical Designer

- · Responsibilities included: project quotation, machine concept, machine design (mechanical, electrical, and controls), machine-shop work, assembly, testing and debug, customer interface, machine installation, business finance, advertising, and employee management.
- Specializing in marina electrical design.
- Engineering-In-Training (EIT)

1993 - 1994 Architect and Engineers Inc., Cookeville, Tennessee

- · Responsibilities included: drafting building systems, architectural layout and details, and upkeep of computer systems and software.
- Taught AutoCAD classes to Architect's and draftsmen that were designed specifically to fit the
- · needs for Architect's and Engineer's.

DREW GATES, PE



Electrical Engineer

Tennessee Tech University | BS, Electrical Engineering TN License #130933

Drew is an electrical engineer with over 6 years of experience in power distribution, lighting, telecommunications, and fire alarm design. Drew has practical experience in electrical systems as he worked for electrical contractors while obtaining his bachelor's degree. In his nearly 4 years at Maffett Loftis, he has played an integral role in the design of marina projects from the Florida Keys to the upper peninsula of eastern Michigan and has assisted in inspecting and testing electrical systems on marinas.

Below is a sampling of marinas on the Great Lakes he has provided engineering services for.

- · Racine Reef Pointe Marina Racine, WI
- · Lakeshore Towers Marina Racine, WI
- · Sunset Marina Rock Island, IL
- · Navy Pier Chicago, IL
- City of Geneva Marina Geneva, NY

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DREW GATES, PE

2021 - Present Maffett Loftis Engineering, LLC, Cookeville, TN

- Electrical Engineer / Project Manager
- Designs power, lighting, fire alarm, and low-voltage systems compliant with local and state codes for projects in the marina market.
- · Manages projects from initial kickoff to substantial completion.
- Provides markups and engineering guidance to designers and EIT's for marina projects.
- Active in the following construction administration activities: Reviewing submittals, Answering RFI's, Performing visits during construction, and Creating Observation Reports from site visits.
- Assist in commissioning in marina projects to verify ground fault protection systems function properly and are coordinated with upstream/downstream ground fault protection devices.
- · Inspection of marina utility installations following substantial completion.

2020 – 2021 Smith Seckman Reid, Inc., Nashville, TN

- · Electrical Designer/Engineer-in-Training (EIT)
- · Created power, lighting, and fire alarm layouts compliant with local and state codes utilizing Revit for projects in the healthcare, industrial, commercial, and sports/entertainment markets.
- Assisted in data collection, modeling, and assessment for Arc Flash Study of Baptist Health Corbin
- Provided markups and engineering guidance to electrical designers and EIT's for Spartanburg Regional Healthcare System projects.
- Active in the following construction administration activities: Reviewing submittals, Answering RFI's, Performing visits during construction, and Creating Observation Reports from site visits.
- Participated in client meetings and user group meetings to improve the design of electrical systems on various projects.

2019 Tennessee Valley Authority, Chattanooga, TN

- Transmission Planning Intern (May August)
- Performed power flow and contingency analysis studies utilizing PSS/E software.
- Created detailed recommendations for future projects in the Kentucky service area to correct future issues found during contingency analysis.
- · Created detailed map showing all TVA substations, power plants, and high-voltage transmission lines.

2018 Advanced Energy Engineering and Design, Chattanooga, TN

- Electrical Engineering Intern (May August)
- Provided power, lighting, and fire alarm layouts utilizing Revit and AutoCAD for commercial projects.
- Assisted in data collection and modeling for Arc Flash Study of Chattanooga Water Treatment Plant.
- Visited project sites to assess existing conditions.

JUSTIN NEWELL, PE



Mechanical Engineer Lead

Tennessee Tech University | BS, Mechanical Engineering TN License #118817

Justin is a registered professional engineer with over 16 years of experience in the mechanical, plumbing, fire protection, and fuel system fields. He worked for 3 years as a certified test and balance technician gaining experience with mechanical and piping systems testing, troubleshooting, and commissioning. He specializes in marina domestic water, sanitary sewer, fire protection, and fuel design.

Justin is responsible for the design of mechanical, plumbing, and fire protection systems for commercial and industrial construction projects. Coordinates with architects, building owners, and other design trades to produce construction documents and drawings. He is committed to providing code compliant designs while also delivering economic, practical, and robust solutions for marina owners. Below is a sampling of marina projects he provided engineering services for.

- Racine Reef Pointe Marina Racine, WI
- Sunset Marina Rock Island, IL
- Wisdom Dock Marina Albany, KY
- · Marathon Key Marina Marathon, FL
- Savannah City Lights Marina Savannah, GA
- Don Pedro Marina La Grange, CA
- Rockland Maine Marina Rockland, ME

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JUSTIN NEWELL, PE

2013 - Pres. Maffett Loftis Engineering, LLC, Cookeville, Tennessee

- · Co-owner and Mechanical Engineer
- Responsible for engineering calculations, mechanical, plumbing, and fire protection design, trade coordination, construction observation, and commissioning.

2013 MP&E Engineering, LLC, Brentwood, Tennessee

- Mechanical Engineer in Training
- · Responsible for engineering calculations, mechanical and plumbing design, trade coordination, construction observation, and commissioning.

2010-2013 United Testing and Balancing, Nashville, Tennessee

- · AABC Certified Test and Balance Technician, Certified Indoor Environmentalist
- Responsible for plans and specification review, test and balance procedures for air and hydronic systems, management of test and balance teams, and report generation.

2008-2010 Cavender's, LLC, Cookeville, Tennessee

- · Warehouse Manager and Installer
- · Responsible for shipping and receiving and warehouse organization.
- · Installation of cabinets, hardwood flooring, tile, and carpet.

2006-2008 The Trane Company, Clarksville, Tennessee

- · Test Lab Engineering Co-op
- · Responsible for quality and efficiency testing of new air conditioning units manufactured by Trane.
 - Tasks included: prototype construction, unit instrumentation, test set up and data collection, test analysis and reporting.

Present or Past Professional Engineering Registrations:

· Current Professional Engineering License: FL, TN, TX



Collins Engineers, Inc.

Diverse Expertise in Planning, Design, Construction Engineering, and Condition Assessment of Public Infrastructure and Related Works

Collins Engineers, Inc. (CEI) will be responsible for engineering/survey services for the following:

- Boundary, topographic, and bathymetric survey
- Site engineering support, in combination with Edgewater staff
- Construction administration services

Firm Overview

Founded in 1979, Collins Engineers, Inc. (Collins) is an ENR Top 500 Design Firm providing civil, structural, construction management, water resources, and underwater engineering services to various public and private sector clients. Collins' multi-disciplined staff of over 250 experienced professionals, in 25 offices across the country, provides a host of abilities and diverse expertise in planning, design, construction engineering, and condition assessment of public infrastructure and related works.

The initial expertise of the firm was in the areas of structural and transportation analysis, design, and underwater engineering. Over the years, the firm's ability to provide additional engineering services has evolved. Experienced professionals have joined Collins providing a host of additional abilities and diverse expertise in the planning, design, construction engineering and condition assessment of a large

variety of civil engineering systems and related works. Collins leverages these professionals and their experience to provide engineering ingenuity and solutions to complex problems, and realistic, honest answers.

Collins' staff take great pride in providing designs that meet not only our client's requirements but also their expectations. This mentality is formalized in our Core Values which states, in part, "Excellence – Providing quality service that meets clearly defined client expectations (needs and desires) by being professional and the best in all that we do."

Civil/Site Engineering

Collins Engineers regularly engineers site civil, parks, transportation, underground water, wastewater, storm conveyance systems, and other infrastructure needs. We regularly design storm sewer systems as part of our design projects, which include municipal roadways, WisDOT highways, and private site design work. Our staff has extensive knowledge in modeling both above and underground stormwater management systems and applying Best Management Practices (BMP's) suited to meet the needs of each specific project. In particular, stormwater managements systems such as permeable pavers, bioretention, bioswales, level spreaders, underground detention, rain gardens, and wet and dry detention ponds are just a few of the measures Collins has incorporated into our designs. As a result, Collins is aware of the regulations surrounding these various methods and is prepared to incorporate the appropriate solution in conjunction with governing regulations.

Survey/Regulatory

Our staff is experienced in the collection and mapping of survey data to support design for large infrastructure projects. Collins also possesses knowledge and experience with various permitting agencies such as the Wisconsin Department of Natural Resources (DNR), the Wisconsin Department of Safety and Professional Services (DSPS), and local governing agencies in obtaining the necessary permitting approvals to complete the project. Collins has incorporated into our designs. As a result, Collins is aware of the regulations surrounding these various methods and is prepared to incorporate the appropriate solution in conjunction with governing regulations.

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Construction Services

Collins provides construction management and inspection services to projects in the fields of transportation, utilities, and waterfront engineering. Projects have included local municipal roadway and utility projects, bridge construction and rehabilitation projects including the Hoan Bridge and the Juneau Avenue lift bridge in the City of Milwaukee, rehabilitation of waterfront structures, and the total reconstruction of major interstate interchanges including the largest reconstruction projects in the history of Wisconsin in the Marquette, Mitchell, and Zoo interchanges, as well as the I-94 North-South Project.

Collins' Milwaukee office employs 10 individuals dedicated to construction services. Many of our engineers and technicians are cross trained in municipal design and structural inspections, allowing us to draw from a deep pool of experience and talent to fill our construction inspection staffing needs.

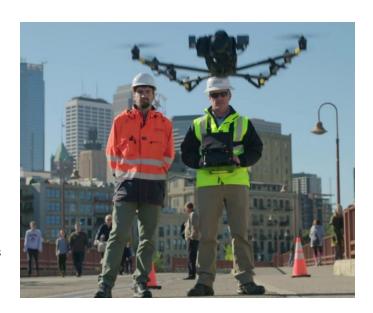
Collins' experience has shown that the greatest challenges to a project often come at the beginning and at the end. Once the project is running smoothly it often takes less work to keep it that way. It can be tough to define or measure a "good start on the job," but for Collins, it starts with establishing communication between all parties. At the start of every construction project there is an initial phase where all the team members understand the roles, attitudes, communication styles, wants, and needs of the others. Collins' key staff understand this and have experienced it multiple times. The Preconstruction Meeting will start the communication, but it will be important that it continues into the field work.

Honest, open communication will be the key to resolving issues before they become problems. Regular, daily communication will be required for project success. This communication will be both formal and informal. Issues must be identified, documented, and resolved in the shortest time frame. Any issue which has the potential to negatively affect the schedule needs to be given the highest priority. Collins' construction services staff understand that there are some critical activities common to municipal construction.

Collins' staff have extensive knowledge of material documentation requirements. At the start of the project, they prepare a master list of all submittals and material certifications that will be needed based on the bid items. This list will be shared with the contractor. At the weekly progress meeting,

the status of material documentation will be discussed, and any outstanding submittals will be noted. Payment for items without proper documentation will be requested to be held until the required information is received. If the contractor receives full payment for items that do not have proper material documentation, there is little incentive to provide the information so that the project can be closed. This is often one of the last items needed in order to close a project. Waiting until the end of a project to start material documentation only leads to trouble. Once the construction work is complete a final "hit list" will be sent to the contractor. Our staff will compile all of the materials documentation and submit it at project completion.







Kerry C. Hardin, PE

Civil Engineering Group Manager

Key Qualifications

Ms. Hardin has over 23 years of experience in land development projects. She has a wide variety of experience including grading, utility design, stormwater management, and erosion control. She has experience coordinating with clients, local governments, and state and federal agencies to acquire approvals and necessary permits for projects. Her past project experience varies from entitlement, through design and construction, to project closeout.

Education

B.S., Civil Engineering, Marquette University, 1997

Years of Experience - 23

Professional Engineer Wisconsin (#34919-6)

Select Project Experience

Illinois Capital Development Board (CDB), Construct New Crime Lab, Crest Hill, IL – Project Manager

Project included site civil design for the project, including the design of access driveways, associated parking, pedestrian access, site security fencing, grading and earthwork, new stormwater management facilities, and new utility services. Collins also performed topographic survey for the project through both Unmanned Aircraft System (UAS) and traditional field survey methods. Responsible for project management.

Cudahy Water Utility, Revetment Wall Construction Documents, Cudahy, WI, Project Manager

Project included steel sheet piling constructed adjacent to the existing wall to protect the pump station as well as intakes and discharge pipes to and from the pump station. Deliverables included civil site and structural plans and specifications. Responsible for project management.

HDR, New In-Patient Treatment Center, Joliet, IL – Project Engineer

Project included professional engineering services for the Department of Corrections to construct a new In-Patient Treatment Center in Joliet, Illinois, in conjunction with the Capital Development Board. The project included a 16-acre site development expansion adjacent to the Joliet Treatment Center Campus. This design/build project, led by River City Construction and HDR, consisted of a new 160,000-square-foot inpatient treatment building, a new 20,000-square-foot administration building, a new 10,000-square-foot central utility plant building and a new bar screen building. Collins Engineers, Inc. provided the site civil engineering services for the project, including the design of the access roads, pedestrian access, parking lot expansion, site security fencing, grading and earthwork, new stormwater management facilities, site structures, new utility services, and utility relocation. Responsible for stormwater permitting.

Madden McMillan, Commercial Site Parking Lot Resurfacing, Newport News, VA – Project Manager

Project included preparation of construction documents for a parking lot at the existing commercial facility in Newport News, Virginia. Repaving consisted of mill and overlay with selected areas of full depth pavement replacement. Responsible for project management.

Hitchcock Design Group, Stormwater Management Analysis, Deerfield, IL – Project Manager

Hitchcock Design Group contracted Collins Engineers, Inc. to perform a stormwater management analysis for the Oracle facility in Deerfield, IL. Collins had previously worked with Nelson on the building expansion for this facility in 2019 and Hitchcock was furthering the landscape improvements for the facility. Collins reviewed the proposed impervious improvements and their impact on the current stormwater management pond at the facility. Deliverable included analysis results and recommendations. Responsible for project management.

${\it Glenwood Springs Association, Stormwater Analysis, Lake Geneva, WI-Assistant\ Project\ Manager}$

Project included the stormwater analysis for an existing lake community located adjacent to Lake Geneva in Fontana, WI. Collins Engineers, Inc. conducted a drone survey of the existing conditions of the community, analyzed the existing storm sewer system, and reported on recommendations for repair. Additionally, Collins prepared construction documents for repair areas recommended in the analysis.

Private Client, Property Development, Saukville, WI – Project Manager

Project included professional engineering services to assist a private client to develop his property into five residential lots in the Village of Saukville. Work included floodplain analysis, stormwater management and Wisconsin Department of Natural Resources

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Kerry C. Hardin, PE

Civil Engineering Group Manager

(WNDR) permitting for filling wetlands. Assistance with the Village of Saukville rezoning process is included in this scope of work in addition to the preparation of construction documents.

R & L Carriers, Facility Parking Lot, Milwaukee, WI - Project Manager

Project included the preparation of site civil documents for the removal of an under-utilized asphalt parking lot to increase the pervious area on the site. As part of the project, minor grading issues and storm sewer pipe connections were corrected. Permitting included multiple City of Milwaukee permits and the Wisconsin Department of Natural Resources (WDNR) Notice of Intent permit.

Assembly Park, Dry Hydrant Installation, Delavan, WI - Project Manager

Project consisted of the preparation of construction documents for the installation of two dry hydrants within the Assembly Park community. In addition to the plan preparation, permitting for the dry hydrant installation was coordinated with the Wisconsin Department of Natural Resources (WDNR) and Walworth County.

Hampton Roads Sanitary District, York River Treatment Plant Aeration Building, Seaford, VA - Project Engineer

Project included site, grading, and erosion control construction documents for a 350-square-foot aeration building and generator pads constructed adjacent to the aeration tanks at the York River Treatment Plant. Responsible for erosion control and stormwater design.

HRSD, West Point Parking Lot & Laydown Yard Improvements, Westpoint, VA - Project Manager

Project included preparation of construction drawings for a new parking lot and laydown area at the West Point Operation Center in West Point, VA. Currently, the warehouse of the West Point Operations Center houses offices and a maintenance shop. Hampton Roads Sanitation District (HRSD) desired to construct an extension to the east side of the warehouse to serve as additional storage. This extension fully encompassed the existing laydown yard and development of a 2.5-acre parcel adjacent to the south property line that included a new parking lot and laydown area. Civil design services included site plan preparation, grading and drainage design, stormwater management pond design and report preparation, and paving design. Preparation of the development of a SWPPP for permit and construction was performed.

WE Energies, Building Expansion, Oak Creek, WI - Project Engineer

Project included site permitting coordination and site design services including grading and drainage, utility coordination, and stormwater management for a new 60,000-square-foot administration building addition to the WE Energies Oak Creek facilities. Responsible for stormwater management and permitting.

Prior Experience

Prior to joining Collins, Ms. Hardin's experience included:

Retail/Site Civil

Wal-Mart Stores, Inc., Various Wal-Mart Store Development, Various, WI – Project Manager

Project included entitlement, permitting, civil design, and construction observation for 12+ Wal-Mart Stores across Wisconsin. Stores were new construction or expansions of existing stores into Supercenters (100,000-sf – 180,000-sf), or Neighborhood Markets (40,000-sf). Plans involved the coordination of subconsultants and designers to produce grading, erosion control, utility, paving, and lighting plans.

Kohl's Corporation, Kohl's Department Store, Waukesha, WI – Project Manager

Project included the design, permitting, and coordination of an 86,000 square-foot Kohl's Department Store and a 25,000-square-foot retail space. Work included grading, erosion control, stormwater management, paving and utilities for Kohl's Corporation and the attached retail. Highway improvements to W. St. Paul Avenue (CTH X) were also required. Permitting included WDNR Chapter 30 permit, NOI permit, DOC utility permits, Waukesha County permits, and City of Waukesha permits. Extensive coordination was required between the Waukesha County, City of Waukesha, Kohl's Corporation, and Richter Realty.

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Brian J. Rutkowski, P.E., CWI

Civil Engineer

Key Qualifications

Mr. Rutkowski has more than 26 years of experience in construction engineering and design work for various transportation projects. His construction experience includes corridor management of multiple simultaneous projects, construction team management of engineering and inspection staff (of up to 30 individuals), interagency coordination, electronic documentation, schedule review, shop drawing review, submittal review, processing of RFI's, processing of change orders, project status reporting, documentation auditing, contractor inspection, material certification documentation, and quality assurance review. He has managed projects including interstate highways, urban roadways, bridges, retaining walls, utility relocations, and sewer installations.

Select Project Experience

Wisconsin DOT, 43MP I43 Brown Deer to County Line, WisDOT SE Region – Traffic and Roadway Project Engineer

Collins Engineers Inc. provided construction management services for the reconstruction of approximately 1.5 miles of IH 43 from Brown Deer Rd. to W. County Line Rd. in Milwaukee and Ozaukee counties (Project ID 1229-04-74). Major items of work included asphalt paving, base aggregate, beam guard, common excavation, concrete approach slabs, concrete pavement, curb and gutter, electrical, excavation, new bridge construction, culvert replacement (IH 43 over Fish Creek), pavement marking, permanent signing, storm sewer, and traffic signals. Mr. Rutkowski was the lead engineer for paving and traffic control activities.

Village of Grafton – StoneWall Development, Grafton, WI – Project Manger Collins Engineers, Inc. provided professional engineering services for the development of an 80-acre subdivision called Stonewall Farms, located adjacent to STH 60 and Keup Rd. in Grafton, WI.

Collins' services included construction inspection and survey verification. This included enforcing the Village of Grafton Standard Construction Specifications, and submitting compiled daily construction reports with pictures each week. Collins also collected as-built information on storm sewer, water main, sanitary sewer, electrical,

M.S., Transportation, Marquette University, 2007

B.S., Civil Engineering, Marquette University, 1997

Years of Experience - 26

Professional Engineer

Iowa, Illinois, Wisconsin

Certifications

Education

- AWS Certified Welding Inspector (#07030601)
- ACI Concrete Field Testing Technician – Grade I

Training

- OSHA 10 Hour outreach 2021
- OSHA 30 Hour Outreach Construction 2020
- IDOT Documentation of Contract Quantities 2019
- IDOT S-14 Documentation of Contract Quantities (#08-0627), 2008
- IDOT Hot Mix Asphalt (HMA) -Level I, 2007
- IDOT Bituminous Concrete Density Tester, 2007
- IDOT Material Training Refresher Course

roadway, structures and appurtenant construction, and provided a final as-built for work inspected by the consultant. Collins also inspected construction staking to verify compliance with construction documents, inspected erosion control measures, and performed final inspection.

Milwaukee County, W. Layton Avenue (CTH Y) Reconstruction, W. Loomis Road to S. 27th Street – Assistant Project Leader
This project included the complete reconstruction of the W. Layton Ave., of existing roadway between W. Loomis Road and S.
27th Street. Services included: providing clarifications necessary for construction; reviewing and approving shop drawings and other submittals; and coordinating materials with the owner. This also included providing coordination and on-site observation of the work; interpreting and confirming compliance with contract documents; determining quality and acceptability of materials provided; observing required tests; and making recommendations regarding change orders and payments to contractors.

Wisconsin DOT, East-West Freeway, 70th Street to 16th Street, WisDOT SE Region - Project Leader

This was a perpetuation project to repair bridges along the East-West corridor. The project included 24 bridges with various repairs including thin polymer overlays, concrete surface repairs, bearing replacements, bearing repairs and column repairs. Services included: construction inspection; electronic documentation; material testing/sampling; coordination with local, state, and utility agencies; cost and schedule tracking; payment of contractor; finals documentation and construction contract administration.

Wisconsin DOT, IH-94 North-South Freeway, N-S & S-N Curve Thru the Mitchell IC, WisDOT SE Region - Project Leader
This project provided high friction surface treatments and new pavement markings in the Mitchell Interchange in Milwaukee
County. The goal of this perpetuation project thru the curves in the Mitchell Interchange was to improve safety. Services

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Brian J. Rutkowski, P.E., CWI

Civil Engineer

included: construction inspection; electronic documentation; material testing/sampling; coordination with local, state, and utility agencies; cost and schedule tracking; payment of contractor; finals documentation and construction contract administration.

Wisconsin DOT, IH-94 North-South Freeway, College Ave. to STH 142, WisDOT SE Region – Roadway Leader (Central)

The North-South IH-94 Reconstruction Project is an accelerated interstate construction mega project in SE Wisconsin. The purpose of the project is to enhance safety, expand the freeway to four through lanes in each direction, and reconstruct all the interchanges to accommodate the expanded horizontal and vertical clearances required to efficiently serve the adjacent developments of Uline, Amazon, and Foxconn. Due to the length of the corridor, the project was divided into three separate let projects: South - 6.5 miles/\$180 million, Central - 4.5 miles/\$90 million, and North - 7.5 miles/\$180 million which began in fall 2018 and was substantially completed by March 2020. Services included: interagency coordination, claims resolution, electronic documentation, schedule review, shop drawing review, submittal review, processing of Requests For Information (RFIs), processing of change orders, project status reporting, documentation auditing, contractor inspection, material testing, material certification documentation, watershed and sediment management, and quality assurance review.

<u>Deliverables:</u> Interagency coordination, claims resolution, electronic documentation, schedule review, shop drawing review, submittal review, processing of RFIs, processing of change orders, project status reporting, documentation auditing, contractor inspection, material testing, material certification documentation, watershed & sediment management, and quality assurance review

Wisconsin DOT, IH-894, 84th St to Lincoln Ave, Milwaukee County, WI – Assistant Resident Engineer

Project included rehabilitation and reconstruction of 2.5 miles of a major urban freeway and bridges as well as adjacent arterial roadways. The project included multiple stages to expand this stretch of freeway surrounding and including the Hale Interchange from three lanes to four lanes of traffic in each direction for IH-894 within its existing footprint. Major Items included removals, base patching, grading, base aggregate, select crushed material, storm sewer, slotted vane and trench drain systems, 12 sign structures, concrete sidewalk, concrete curb and gutter, concrete barrier wall, HMA and Stone Matrix Asphalt (SMA) paving, ITS, lighting, signals, permanent signing, pavement marking, and 12 bridges: concrete surface repair, deck repair, bearing replacements, deck overlay, Polyester Polymer concrete (PPC) overlay, polymer overlay, bridge painting, and high friction surface treatment. Deliverables included interagency coordination, claims resolution, electronic documentation, schedule review, shop drawing review, submittal review, processing of Requests For Information (RFIs), processing of change orders, project status reporting, documentation auditing, contractor inspection, material testing, material certification documentation, and quality assurance review.

Wisconsin DOT, Zoo Interchange – Core II, Stage 2 (1060-33-81), Milwaukee, WI – Project Manager

Project included Phase II engineering services for the Zoo Interchange. Phase II of the Zoo Interchange included construction of 15 bridges, two temporary bridges, six multi-level-system ramp bridges with steel tub girders, and 24 retaining walls. Collins Engineers, Inc. provided inspection and construction management services for earthwork, temporary ramps with staging, and freeway reconstruction (asphalt base and concrete pavement) with storm sewer and utility coordination. Work also included seven noise walls, electrical facility construction (both temporary and permanent) in a staged urban environment with two lanes in each direction remaining open with staged construction. Collins also provided coordination of contract modifications, ensuring contractor compliance through active inspection, performing verification surveys, measuring and documenting items of work, and maintaining all project documents.

Wisconsin DOT, Zoo Interchange – Core II (1060-33-81), Milwaukee, WI – Project Manager

Project included the removal, widening, and reconstruction of the Zoo Interchange Core II project in Milwaukee, Wisconsin. Work consisted of removals, grading, base, 110,000 square yards of concrete pavement, concrete barrier, asphaltic pavement, sewers, water mains, Milwaukee Metropolitan Sewerage District (MMSD) manholes, landscaping, signing and marking, lighting, culverts, 25 bridges, 10 noise barriers, 28 retaining walls, 50 sign structures, 1 million cubic yards of excavation common, Freeway Traffic Management System (FTMS), and incidentals. Services included: construction inspection; electronic documentation; material testing/sampling; coordination with local, state, and utility agencies; cost and schedule tracking; payment of contractor; and redesign of facilities for changed field conditions.



Mark J. Mutziger, P.E.

Vice President – Regional Manager Civil/Structural Engineer

Key Qualifications

Mr. Mutziger has over 24 years of experience in a wide variety of civil engineering fields including construction management, design and inspection.

Mr. Mutziger regularly performs design-related services. This includes structural engineering and waterfront design. Mr. Mutziger has experience working with numerous design, analysis and modeling programs and has performed inspection, analysis, and design of transportation and building structures. He regularly performs quality control on a variety of projects including design calculations, plan production, engineer's estimate of probable construction costs and reports.

Mr. Mutziger has extensive experience with inspecting and managing large construction projects. His construction experience includes management of simultaneous projects, construction team management of engineering and inspection staff, electronic documentation, schedule review, shop drawing review, submittal review, processing of RFIs, processing of change orders, project status reporting, documentation auditing, contractor inspection, material certification documentation, and quality assurance review. His experience includes rehabilitation projects as well as large scale, Mega project reconstruction.

Education

M.S., Civil Engineering, University of Minnesota, 2000

B.S., Civil Engineering, South Dakota School of Mines and Technology, 1998

Years of Experience - 24

Professional Engineer

Wisconsin, Minnesota, Nebraska

Training

- FHWA-NHI Course 134071 TCCC Daily Diary
- FHWA-NHI Course 134069 TCCC Ethics Awareness for the Transportation Industry

As Regional Manager, he serves as Principal for the vast majority of projects completed within Collins' territory within his responsibility and regularly performs quality assurance functions to ensure that Collins' services comply with quality control requirements.

Select Project Experience

City of Wauwatosa, Local Street Reconstruction (2020-2021), Wauwatosa, WI – Project Manager

Collins Engineers, Inc. performed construction inspection and surveying for all site improvements according to project plans and specifications. The scope of services included attending preconstruction and project meetings, reporting, construction survey/staking, daily management and coordination of City projects, and processing contract payment requests. Responsible for project management and oversight.

Wisconsin DOT, Hoan Bridge & Lake Freeway Bridge Landscaping (1300-13-73), Milwaukee County, WI – Project Manager Project included landscaping, irrigation, and decorative lighting. Services included construction inspection, electronic documentation, coordination with local, state, and utility agencies, cost and schedule tracking, and payment of contractor. Responsible for project oversight, quality control and assurance, and coordination.

Wisconsin DOT, Hoan Bridge & Lake Freeway Bridge Rehabilitation (1300-13-70), Milwaukee County, WI – Project Leader
Project included demolition and reconstruction of four bridges and three retaining walls, overlay of 32 bridge units, and
redecking of 54 bridge units including the main tied arch span. Other work included lead paint abatement and structural steel
recoating, sign structure replacement, storm sewer, and lighting for this 3.4-mile-long project. Services included construction
inspection, electronic documentation, material testing/sampling, coordination with local, state, and utility agencies, cost and
schedule tracking, payment of contractor, and non-destructive testing of structural work. Responsible for quality control and
assurance on deliverables, team oversight and management including the coordination of all various engineering firms on the
team, and interactions with the client and the contractor.

Wisconsin DOT, Hwy 50 West Frontage Road over the Des Plaines River, Kenosha County, WI – Project Manager
Project included reconstruction of an existing bridge over the environmentally sensitive Des Plaines River. Services included construction inspection, management, and documentation for this bridge and its associated roadway pavement. Responsible for quality assurance and project tracking.

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Mark J. Mutziger, P.E.

Vice President - Regional Manager Civil/Structural Engineer

Wisconsin DOT, N-S Freeway IH-94 Reconstruction and Widening, Illinois State Line to State Highway 50, WI - Assistant

Project included removal, reconstruction, and widening of the concrete mainline roadway 4.5 miles from the Illinois State Line to State Highway 50 in Kenosha. Details include the construction of four prestressed girder bridges, the construction of four MSE retaining walls, the reconstruction of the CTH C intersection, the construction of a new enclosed drainage system along the mainline, the replacement of lighting systems and sign structures, and all other appurtenant and miscellaneous construction. Responsible for quality assurance, project tracking, field inspection staff coordination, and project change orders for all components of the project.

Village of Grafton, Bridge Street Dam Repair, Grafton, WI - Quality Control

Project included engineering services for the review of previous underwater dam inspection reports performed on the Bridge Street Dam and recommended repair options. Collins Engineers, Inc. designed a repair for the overhanging of the buttress of Pier 6 to provide full support per the original design plans. Responsible for quality control of structural design.

Milwaukee Water Works, Linnwood Seawall Inspection and Design, Milwaukee, WI - Project Manager/Quality Control Collins Engineers, Inc. was tasked with performing an emergency underwater inspection for the Linnwood Seawall on the Lake Michigan shoreline in Milwaukee, WI. The inspection was prompted by site personnel observing that a section of the steel sheeting failed and a significant area of undermining was present behind the wall. Collins mobilized to the site the day after being notified of the issue. Collins provided a report of the issues and then prepared repair plans that would address the issues for the client to bid to contractors. Collins Engineers, Inc. performed an above and below water inspection of approximately 2,000 LF of steel sheetpile seawall located at the Linnwood Avenue Water Treatment Plant. As part of the inspection, Collins staff examined the wall tieback anchors where they penetrate the front of the wall. Collins subconsulted with a contractor to excavate and expose select samples of the timber deadman anchors for the tieback system. Collins prepared a report detailing the deficiencies observed with recommendations for repair. Collins also prepared plans, specifications and an engineer's estimate of probable construction cost suitable for bidding purposes related to repair of the seawall system and removal and replacement of the access road adjacent to the seawall and the drainage system. Responsible for project management and quality control.

Milwaukee County DOT, McKinley Flushing Channel Design, Milwaukee, WI - Project Manager/Quality Control Project included professional engineering services to complete the planning, design, and construction documents for a seawall replacement at the flushing channel next to McKinley Marina. Project included the professional engineering services to complete the planning, design, and construction documents for a seawall replacement at the Flushing Channel next to McKinley Marina.

Collins Engineers, Inc. conducted a topographic and hydrographic survey of the project area. Collins utilized a drone to obtain detailed aerial photography of the project site that was processed through photogrammetry software to obtain a detailed 3-D model of the above-water portions of the project site. Collins also conducted an underwater inspection of the existing Flushing Channel.

Collins' approach was that the existing walls at the Flushing Channel would not be incorporated into the new construction. The design had new sheeting driven directly in front of the existing Wakefield wall. The existing concrete structure was deteriorated and needed to be removed and new construction installed. There was existing steel sheeting on the south face of the property where the Milwaukee Yacht Club is located that turns and extends for several feet into the Flushing Channel. New steel sheeting installed as part of the Flushing Channel was detailed to connect into this existing sheeting. It was also detailed to connect to the headwall at the intake tunnel.

The Collins Team coordinated with Milwaukee County on the hardscape and architectural design at the Flushing Channel. The intent was to match the work previously installed by MMSD, the concrete promenade and railings like the McKinley Marina center section, and other recent improvements adjacent to the Milwaukee Yacht Club. The Collins Team included the architectural firm American Design to coordinate these efforts. The sheet pile wall design followed the U.S. Army Corps of Engineers EM 1110-2-2504, "Design of Sheet Pile Walls." Borings and a geotechnical report were prepared by Gestra Engineering Inc.



Jonathan B. Ciche, P.E.

Civil Engineer **Construction Inspector**

Key Qualifications

Mr. Ciche is a Civil Engineer with over 13 years of experience in construction inspection and management for large transportation projects.

Select Project Experience

Wisconsin DOT, ZOO IC, USH 145 Swan BLVD to Burleigh St, WisDOT SE Region -Engineer

Project included the removal, widening, and reconstruction of the Zoo Interchange North Leg project in Milwaukee, Wisconsin. Work consisted of removals, grading, base, concrete pavement, concrete barrier, asphaltic pavement, sewers, water mains, Milwaukee Metropolitan Sewerage District (MMSD) manholes, landscaping, signing and marking, lighting, culverts, 10 bridges, 6 noise barriers, 12 retaining walls, 14 sign structures, excavation common, FTMS, and incidentals. Services included construction inspection; electronic documentation; material testing/sampling; coordination with local, state, and utility agencies; cost and schedule tracking; payment of contractor; and redesign of facilities for changed field conditions.

WisDOT I43 South CM UPPR 1229-04-72, Glendale, WI – Project Manager

The Union Pacific Railroad bridge was replaced. The new bridge was built just to the North of the existing UPRR bridge which utilized deep shaft foundations to support the abutments. The piers are supported by driven piles. Also featured on this job is a precast concrete T-Wall to support the new UPRR embankment. Work consisted of removals, grading, base, sewers, landscaping, signing and marking, excavation common, FTMS, and incidentals. Services included construction inspection; electronic documentation; material testing/sampling; coordination with local, state, and utility agencies; cost and schedule tracking; payment of contractor; and redesign of facilities for changed field conditions.

WisDOT I43 South CM 1229-04-73, Glendale, WI – Project Manager

IH 43 will be expanded from Bender Road to North of Brown Deer Road where it connects to the County Line Road Interchange Project 1229-04-74. The Good Hope

Road and Brown Deer Road Interchanges with IH 43 will both be reconstructed. The Bender Road bridges will be overlaid. The existing Indian Creek box culvert will be replaced with a box culvert under Pheasant Lane and two new bridges for northbound and southbound I-43. Four noise walls will be constructed: one will be along the west side of I-43 from the Union Pacific Railroad bridge to W Daphne Road, the other 3 will be along the east side of I-43 from Good Hope Road to north of Brown Deer Road. Work consisted of removals, grading, base, concrete pavement, concrete barrier, asphaltic pavement, sewers, water mains, MMSD manholes, landscaping, signing and marking, lighting, culverts, retaining walls, 25 sign structures, excavation common, FTMS, and incidentals. Services included construction inspection; electronic documentation; material testing/sampling; coordination with local, state, and utility agencies; cost and schedule tracking; payment of contractor; and redesign of facilities for changed field conditions.

City of Wauwatosa, Construction Management (2020-2021), Wauwatosa, WI – Project Engineer

Project included construction inspection and survey for all site improvements according to project plans and specifications. Services included attending preconstruction and project meetings, reporting, construction survey/staking, daily management and coordination of City projects, and processing contract payment requests. Additionally provided services for miscellaneous removals, excavation common, base aggregate dense, Hot Mix Asphalt (HMA) pavement, pavement markings, multiple Mechanically Stabilized Earth (MSE) walls, temporary shoring, permanent signing, landscaping and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

Wisconsin DOT, IH-94 EW 70th St to 16th St CM, Milwaukee, WI – Project Engineer

Project included professional engineering services to repair bridges on the East-West corridor of IH-94. The project included 24 bridges with various repairs consisting of thin polymer overlays, concrete surface repairs, bearing replacements, and column repairs. The project extended from 70th Street to 16th Street.

Education

B.S., Civil Engineering, University of Wisconsin-Madison, 2010

Years of Experience - 13

Professional Engineer

Wisconsin

Certifications

- IDOT S-14 Documentation of Contract Quantities (#19-15478)
- WisDOT Certified Highway Technician – Transportation Materials Sampling (TMS)
- WisDOT Certified Highway Technician - Materials Coordinator Training (MCT)
- WisDOT Certified Highway Technician – Portland Cement Concrete Technician 1 (PCCTEC-1)

Training

- WisDOT OCIP OSHA Construction Inspection Program
- OSHA 30-Hour Safety Course, 2019

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Daniel L. Kucza, P.L.S.

Survey & Technology Manager

Key Qualifications

Mr. Kucza is a Professional Land Surveyor with over 38 years of experience in successfully building project teams in the Heavy Civil and Site Development Markets. His survey experience includes network control surveys, right of way plats, topographic surveys, boundary surveys, hydrographic surveys, construction layout, 3D modeling, LIDAR scanning, and GIS development.

Select Project Experience

Survey

Michels Corporation, CDB IL State Beach Survey, Zion, IL – Project Surveyor

Project included a land survey for three beachfill areas, marine surveying, and post processing deliverables, which included the preparation of beachfill volume calculations, a 3D model of each beachfill and break water excavation area, as built surveying of shoreline improvements, and post-construction hydrographic mapping.

Michels Corporation, Michels MMSD DMMF Survey, Milwaukee, WI - Project Surveyor

Collins Engineers, Inc. provided hydrographic surveys for pre-construction and post-construction for Michels Corporation for a Milwaukee Metropolitan Sewerage District project. The work also involved developing an automatic I-794 bridge pier monitoring system and combi-wall monitoring system that gathered data at pre-set intervals during fill operations and construction activities for the project team to access. The system allowed the project team to calculate the impact of the filling and construction activities on the delta.

Moffat & Nichol, Inc., Moffatt - CDB - IL Beach State Park, Zion, IL - Project Surveyor

This unique project for the Illinois Capital Development Board (CDB) was to rehabilitate the shoreline of the Illinois Beach State Park in Zion, Illinois. The \$73 million design-build project was funded by the Illinois Department of Natural Resources and the Illinois Capital Development Board to preserve 2.2 miles of Illinois Beach State Park shoreline from harmful erosion from Lake Michigan. The project included restoring three sections of beaches as well as building up to 22 rock breakwaters to offer protection. The project also included the installation of several habitat areas to restore the areas for fish and wildlife. Collins was tasked with developing construction access drawings and specifications, performing a pre-construction drone survey, providing structural calculations for the habitat elements, construction management and survey.

CDB- Discovery Partners Institute 2020, Chicago, IL – Project Surveyor

The Capital Development Board (CDB) and the University of Illinois System (University) and Discovery Partners Institute (DPI), selected OMA/Jacobs to design a new technology and research center in the "78-Development" of Chicago. Collins was the civil engineer and surveyor for the project and prepared topographic and boundary survey, civil site design drawings and specifications, and coordinated with the City of Chicago on local permitting/approval, local utility agencies, and project team. Collins also provided construction administration for the site development of the project. In January 2022, Collins was contracted for Program Analysis (PA) phase of the project through March 2022. Project scope in PA phase included site assessment, site PA narrative, Flood Plain letter, topographic survey and management of geotechnical engineer. Responsible for survey team oversight and quality control, and Unmanned Aerial System data collection and modeling.

Milwaukee County DOT, Milwaukee McKinley Flushing Channel Design, Milwaukee, WI - Project Surveyor

Project included the design of over 1,000 feet of seawall rehabilitation with a new steel sheet pile bulkhead. The rehabilitation project was completed for an existing timber seawall located in Milwaukee, WI which extended along a public park and marina facility. The project included several site constraints such as record high water levels in Lake Michigan and adjacent building foundations to the seawall.

Collins Engineers, Inc. conducted a topographic and hydrographic survey of the project area. Collins utilized a drone to obtain detailed aerial photography of the project site that was processed through photogrammetry software to obtain a detailed 3-D model of the above-water portions of the project site. Collins also conducted an underwater inspection of the existing Flushing Channel.

South Milwaukee Madison Avenue Survey, South Milwaukee, WI - Project Surveyor

Project included topographic survey of vacant lots located at the northeast corner of Madison Avenue and 11th Avenue, including the portions of Madison Avenue, 11th Avenue, and Alley adjacent to the vacant lots. Collins also set property pins at the corners

Education

A.D., Civil Engineering, Milwaukee Area Technical College, 1991

Years of Experience - 38

Professional Land Surveyor

Colorado, Idaho, Illinois, Wisconsin, Kentucky, Utah, Virginia

Certifications

- FAA Remote Pilot (#4298811)
- Philosophy of Vocational and Technical Education Certificate
- Adjunct Survey Instructor, Gateway Technical College



Daniel L. Kucza, P.L.S.

Survey & Technology Manager

of the easternmost lot, which was purchased by the City at the time of topographic survey. Responsible for all aspects.

South Milwaukee Heritage Reserve Topo, South Milwaukee, WI - Project Surveyor

Project included topographic survey of vacant lots located at the northeast corner of Madison Avenue and 11th Avenue, including the portions of Madison Avenue, 11th Avenue, and Alley adjacent to the vacant lots. Collins also set property pins at the corners of the easternmost lot, which was purchased by the City at the time of topographic survey. Responsible for all aspects.

South Milwaukee 14th Ave & Mill Rd Topo, South Milwaukee, WI - Project Surveyor

Collins Engineers, Inc. provided topographic survey for two roadway rehabilitation projects (14th Avenue from Marshall Avenue to Marquette Avenue, and 6th Avenue/Mill Road from Milwaukee Avenue to Milwaukee County Right of Way). Project included topographic survey of approximately 1,000 LF of urban local roadway, including locations of existing utilities marked in the field and inverts, sizes, and locations of existing storm and sanitary sewers.

CDM Smith Sheboygan Easement 2021, Sheboygan, WI – Project Surveyor

Collins Engineers, Inc. provided professional engineering services to CDM Smith by establishing a new permanent easement for the new raw water intake facility at the Sheboygan Water Utility site. The permanent easement was three feet outside of a fence and underground pipe layout needed to be considered. Collins established a temporary easement based on the proposed site disturbance limits, as well as a utility easement for a sanitary force main. Collins surveyed the existing right-of-way for Vollrath Boulevard from field evidence and existing survey documents to establish the boundary. Responsible for survey team oversight and quality control.

CDM Smith, Water Intake Coastal Survey, Sheboygan, WI – Survey Project Manager

Project included professional engineering services to provide boundary survey, bathymetric mapping using a Norbit WBMS sonar with integrated Applanix OceanMaster inertial motion unit and Trimble SX-10 terrestrial LiDAR combined with UAS imagery for topographic mapping landside. Responsible for survey team oversight and quality control.

Veterans United Constructors/HDR, Construct Campus Rehab, Quincy, IL - Project Surveyor

Project included professional engineering services for the Department of Veterans Affairs (DVA), in conjunction with the Illinois Capital Development Board, to construct a new Long-Term Care Facility and Domiciliary at the Quincy Veterans Home in Quincy, Adams County, Illinois. This design/build project, led by Veterans United Constructors (a Joint Venture between Alberici Constructors and River City Construction, LLC), and HDR, included a new +200 unit Long-Term Care Facility building, a new +80 unit Domiciliary building, and existing building demolition and site renovation. Collins was the civil engineer of record and survey services included: Topographic Mapping, Survey Control, UAS Collection & Mapping. Responsible for survey team oversight and quality control.

Illinois Capital Development Board (CDB)- New Crime Lab, Crest Hill, IL – Project Surveyor

The Capital Development Board constructed a new Forensic Lab and District 5 Headquarters in Crest Hill, Illinois. The project is a 10-acre site development that included a building of approximately 76,000 square feet. Collins Engineers, Inc. is providing the site civil design for the project, including the design of access driveways, associated parking, pedestrian access, site security fencing, grading and earthwork, new stormwater management facilities, and new utility services. Collins also performed topographic survey for the project through both Unmanned Aircraft System (UAS) and traditional field survey methods. Responsible for survey team oversight and quality control.

Wisconsin Central District, ALTA Survey, Milwaukee, WI - Project Manager

Project included professional engineering services to provide an ALTA survey with topographic and utility information for the Wisconsin Center District (WCD) expansion project. Responsible for survey team oversight and quality control.

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RAMBOLL

Ramboll Group

Strong Reputation and Depth of **Experience with Site Assessment** and Remediation Projects and **Related Works**

Ramboll will be responsible for the following:

- **Environmental Consulting**
- Building Demolition and Underground Storage Tank closure consulting

Firm Overview

Ramboll employs 16,500 experts globally and has an especially strong representation in North America, the Nordics, UK, Continental Europe, Middle East, and Asia-Pacific. Ramboll was established in Copenhagen, Denmark in 1945 and is instrumental in providing sustainable societies where people and nature flourish. With 300 offices in 35 countries, Ramboll combines local experience with a global knowledgebase constantly striving to achieve inspiring and exacting solutions that make a genuine difference to clients, the end-users and society at large. Ramboll is committed to achieving environmental, economic, and social sustainability in every project. To achieve this goal and ensure local stewardship and the long-term success of our solutions, we prioritize stakeholder and public engagement.

Ramboll employs 75 staff in our regional Milwaukee office who are focused on providing environmental services in Wisconsin. In addition, Ramboll has regional offices in both Chicago, Illinois and Minneapolis, Minnesota to support the project. We also have 12 remote staff in Madison, La Crosse, Eau Claire. and Oshkosh.

For over 25 years, we have provided environmental services in Wisconsin that align with the City of Sheboygan's requested scope of services. Ramboll's capabilities and experience in

Wisconsin bring a deep resource base in site assessment, remediation and closure. Ramboll's approach for providing services to the City of Sheboygan will encompass strategy, planning, world-class technical design capabilities, and effective contract management approaches to provide the environmental services needed to support the City's harbor revitalization project. We bring substantial local experience for navigating all aspects of the Wisconsin Administrative Code (WAC) NR 700, including the Voluntary Party Liability Exemption (VPLE) Program, addressing emerging contaminant issues, regulatory compliance and training, site remediation trends, strategies, and site closure specific to Wisconsin. Also, we have a strong reputation with both the USEPA and Wisconsin Department of Natural Resources (WDNR) and are well positioned to continue to provide strategic and technical support necessary for a successful project.

Our team keeps pace with advances in science and technology and the ever-evolving regulatory, legal, and social pressures so that we can best partner with our clients in achieving project goals. The Wisconsin Ramboll team is known for these attributes and, with our depth of experience with site assessment and remediation projects, we will work well in accomplishing the goals of the project.

Andrew Cawrse will be the Environmental Project Manager for this project. Mr. Cawrse has over 16 years of environmental consulting experience as a senior project scientist and project manager. His consulting activities include Phase I and Phase II Environmental Site Assessments, site investigation and remediation, asbestos surveys and abatement, tank closure, project management, report preparation and technical review, managing subcontractors, and communication with clients and federal, state, and local agencies. He has worked extensively throughout the midwest on a wide variety of projects and will lend his knowledge and expertise in continuing Ramboll's record of delivering successful environmental programs. Mr. Cawrse is certified with the Wisconsin DATCP as a Tank-System Site Assessor and maintains certification in Wisconsin as an Asbestos Inspector.

Scott Tarmann, PE, Environmental Project Principal,

has over 34 years of environmental consulting experience in project and program management, preparing remedial construction plans and specifications, construction bidding, subcontractor procurement, contract management, planning site investigations, conducting UST site assessments, and leading project teams performing site assessment work under Wisconsin Administrative Code (WAC) Ch. NR 700. He also has extensive experience under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA) and state-led programs. In his current role, Scott combines leadership, business, and technical experience to assist teams in delivering serviceoriented solutions across the firm's environmental business. As Project Principal, Scott will be responsible for technical quality, plan review, bidding management, cost estimating, project execution, subcontractor management, and area resource management for project team staff.

David Markelz, Site Assessor and Health & Safety

Coordinator, has over 30 years of experience conducting Phase I and Phase II Environmental Site Assessments, asbestos surveys and abatement, tank closure, project management, tank site assessment report preparation and technical review, and managing subcontractors. David is also the Health and Safety Coordinator for Ramboll's Milwaukee office. David is certified in Wisconsin as an Underground Storage Tank (UST) Site Assessor, Asbestos Inspector, and Lead Risk Assessor. David will serve as the local Health and Safety Coordinator and will provide local support for the tank system site assessment and asbestos/lead-based paint inspection work.

Kristin Searcy Bell, Ph.D., has more than 15 years of experience in environmental engineering, with particular emphasis on sediment investigation, evaluating potential remedial strategies for contaminated sediment sites, and sediment remedial design. She has managed several sediment remediation and restoration projects both within the United States and Canada that involve site assessment, remedy evaluation and selection, and remedy design. She has experience evaluating a variety of sediment management options, including sediment dredging, excavation, capping, thin-layer capping, monitored natural recovery and insitu containment, for a variety of constituents of concern, including polychlorinated biphenyls (PCBs), polycyclic

aromatic hydrocarbons (PAHs), metals, dioxins and furans, and chlorobenzenes. Kristin will be responsible for managing sediment investigations and remedial design that may be needed for the project.

Hazardous Materials Site Assessment Project Examples

- Asbestos Abatement Associated with Demolition, Milwaukee, Wisconsin
- Hazardous Building Materials Assessment, Chicago, Illinois
- Pre-Renovation Hazardous Building Materials Assessment,
 Milwaukee Athletic Club, Milwaukee, Wisconsin
- Pre-Demolition Hazardous Materials Assessment, Milwaukee. WI
- Pre-Renovation Asbestos and Lead Paint Survey, Mount Pleasant, WI
- Asbestos Survey, Milwaukee, WI

UST Site Assessment and Closure Project Examples

- Underground Storage Tank Closure, Town of Carlton, WI
- Tank Closure and Immediate Actions, Pleasant Prairie, WI

Demolition and Decomissioning Project Examples

- Facility Demolition, Former Gypsum Storage Building, City of Oak Creek, WI
- Decommissioning and Demolition of a Groundwater Treatment Building, Manitowoc, WI
- Demolition of a Warehouse Building, City of Chicago, IL



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4. Marina Boat **Docking Facilities**



Waterfronts Worldwide



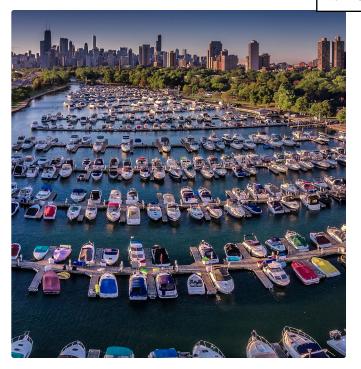
Projects

A world of knowledge applied to projects of all sizes.

Our team boasts considerable expertise and a wealth of experience, comprised of industry innovators who are at the forefront of developing revolutionary sustainable design and engineering practices.

With years of experience and success in all coastal environments, the Edgewater team is a trusted waterfront consultancy and regularly called on to advise local, state, and federal government agencies on shoreline, coastal, marina design, and engineering issues.

The following chart is intended to represent a sampling of our Great Lakes marina projects.



Great Lakes Marina Boat Docking Facilities:

Project Name	Location	Status	
Detour State Harbor	Detour, MI	Completion Expected July 2025	
Port Austin State Harbor	Port Austin, MI	Completed June 2025	
Navy Pier Marina	Chicago, IL	Completed June 2025	
Adelaide Pointe Marina	Muskegon, MI	Completed 2024	
East Tawas State Harbor	East Tawas, MI	Completed Final Phase Summer 2018	
Port of Rochester Marina	Rochester, NY	Completed Summer 2016	
31st Street Harbor	Chicago, IL	Completed 2012	
Ottawa Beach Marina	Holland, MI	Completed 2018	
Harbor Shores Marina	St. Joseph, MI	Completed 2014	
Trail Creek Marina	Michigan City, IN	Completed 2015	
Spring Lake Yacht Club	Spring Lake, MI	Completed 2015	
Eagle Harbor	Eagle Harbor, MI	Completed 2022	
Boyne City Municipal Marina	Boyne City, MI	Completion Expected June 2025	

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Continued...

Project Name	Location	Status
New Buffalo Municipal Marina	New Buffalo, MI	Completed 2024
Discovery Pier Expansion	Traverse City, MI	Completion Expected July 2025
Racine Reefpoint Marina	Racine, WI	Completion Expected Spring 2026
Washington Park Marina	Michigan City, IN	Completed 2022
West Basin Marina	St. Joseph, MI	Completed 2024
South Haven Northside Marina	South Haven, MI	Completed 2022
Harrisville Harbor	Harrisville, MI	Completed 2019
Whitefish Pointe	Paradise, MI	Permits issued, Bidding expected 2026
Mackinac Island State Harbor	Mackinac Island, MI	Completed 2014
Statewide Harbor Assessment	100+ Michigan Sites	Completed 2019
Docks at Michigan Maritime Museum	South Haven, MI	Completed 2024
South Marina	Green Bay, WI	In progress
Grand Haven Municipal Marina Preliminary Engineering Study	Grand Haven, MI	Completed 2018
St. Clair Municipal Marina Preliminary Engineering Study	Saint Clair, MI	Completed 2022
Grosse Pointe Park Marina Master Plan	Grosse Pointe Park, MI	Completed 2024
Suttons Bay Marina Master Plan	Suttons Bay, MI	Completed 2024
Ford Yacht Club	Grosse IIe, MI	Completed 2019
Rogers City Marina Dredging	Rogers City, MI	Completed 2013
The Harborage Marina Study	Boyne City, MI	Completed 2019
Elk Rapids Marina Master Plan	Elk Rapids, MI	Completed 2024
Leelanau Wine Center Marina	Omena, MI	Completed 2021
Hartshorn Marina Reconstruction	Muskegon, MI	Completed 2021
Harbor 31 Marina Design	Muskegon, MI	Completed 2021
South Haven Southside Marina	South Haven, MI	Completed 2020
Sammie L. Maletta Marina Master Plan	Portage, IN	Completed 2018



Last Marina Projects Port Austin State Harbor

Modeling a Wave Environment to Develop a Mitigative Solution to Excessive Waves and Agitation.

Port Austin initially included a conditions assessment to evaluate sustained damage on the existing system, followed by the preparation of design and contract documents for select demolition of damaged portions of the docking facility. The work was necessary to remove portions of the system that were inadequate for service. Edgewater also evaluated the remaining portions of the system to ensure safe operating condition prior to the following boating season. As additional years continued to deteriorate the dock system and utility systems, the client continued to allocate funding until additional improvements could be afforded. Edgewater completed a coastal study to evaluate the existing conditions that could have possibly caused the earlier than expected deterioration and shorten lifespan. The results of that coastal study were used to create a two phase strategy for replacement of the west dock system. The first phase included extending the breakwater and the second phase included the design and bid of a new dock system replacement. The new dock system includes utility replacement in compliance with current codes and safety requirements in the harsh cold marine environment. The project is nearing completion with final testing completed in June 2025.

Michigan Department of Natural Resources, Port Austin, MI

Contact: Bruce Watkins, PE, Project Director watkinsb1@michigan.gov - 517 242 7882

Initial Budget: \$2,474,000 Total Project Cost: \$2,474,000 Number of Change Orders: 2

Total Cost of Change Orders: Net zero

Date of Bid: June 2024

Scheduled Completion Date: June 15, 2025 **Actual Completion Date:** June 25, 2025



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Last Marina Projects Discovery Pier Final Phase (4)

Revitalization of a Historic Waterfront into a **Hub for Maritime Experiences.**

Discovery Pier is a retired earthen retained coal dock initially used to offload industrial goods. Over time the pier was modified and reinforced but then left to degrade. In 2006 the dock was donated to the Discovery Center and Pier intended to open the waterfront to the public. Edgewater has been consulting on this since 2018 with engineering and architecture improvements supporting the Discovery Pier mission and vision.

Edgewater's marine, civil engineering, and architectural design teams accommodated full ADA compliance for the berthing of historic tall ships, large research vessels, wooden vessels, fishing charters, ecology studies, marine technology explorations and a public kayak launch with mooring bollards, dolphins, fenders, a new crane and new docks. This project created a renovated waterfront attraction with fishing rails, public shade structures, a green space and a 4,000 square foot event and education pavilion.

Discovery Center Great Lakes, Traverse City, MI

Contact: Matt McDonough, CEO

matt@discoverygreatlakes.org - 23 I 409 4285

Initial Budget: \$1,143,434 Total Project Cost: \$1,088,330 **Number of Change Orders: 2**

Total Cost of Change Orders: Net deduct \$55,104

Date of Bid: August 2024

Scheduled Completion Date: June 15, 2025 Actual Completion Date: July 1, 2025



Top Three Projects

The Heritage Center at Michigan Maritime Museum

Michigan Maritime Museum, South Haven, MI

Current Staff Involved:

Greg Weykamp - Principal-in-Charge Michelle Rumsa - Project Architect Colin Hassenger - Project Manager





A Hands-On, Exhibit-Focused Museum Specializing in Maritime History and Education of the Great Lakes.

Edgewater's multi-disciplined team developed a campus Master Plan preserving current traditions and the future legacy of the museum campus. Elements of the Master Plan included a new marina and docks to accommodate the "On the Water" trademark events, guests, and the current fleet including several sailing vessels, a Truscott boat, and a tall ship. The new building, completed in 2022, is 17,000 sq ft. and two stories tall, with state-of-the-art technology, expanded research and education capabilities, fully-accessible exhibits, education, and a ship store with event and meeting spaces designed to seamlessly integrate into the character and scale of the maritime campus.

Services performed by Edgewater for the Michigan Maritime Museum included:

- Feasibility Study
- Municipal Collaboration
- · Marina Design and Engineering
- Civil Engineering
- Landscape Design
- Architecture
- Interior Design
- Graphics



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31st Street Harbor

Chicago Parks District, Chicago, IL

Current Staff Involved:

Greg Weykamp - Principal-in-Charge Mike Morphey - Project Manager - Marina Colin Hassenger - Project Engineer



A \$103M Resilient Green Harbor, 1,015-slip Marina, and Waterfront Park.

The 31st Street Harbor project, just south of downtown Chicago, included the creation of a 1.5-acre waterfront park integrated in a 2,200-foot-long stone revetment structure in Lake Michigan. The project opened in May of 2012 and created significant waterfront and traffic calming/pedestrian circulation improvements to the area, including the elimination of all four conflicts between the Lakefront Trail and vehicular traffic.

Renovation of the existing concrete revetment shoreline protection system into a softer and greener edge created a more welcoming waterfront promenade interface between the new green roof covered parking facility and the water's edge. Construction of a new regional playground, picnic areas, and reconfigured regional bike paths integrated the project into the community and ensure that all members of the community benefited from the project.

Services performed by Edgewater for 31st Street Harbor included:

- Overall Project Principal-in-Charge
- Floating Dock Design
- Marina Utilities Oversight
- Upland Park Design
- Construction Administration- Marina



Port of Rochester Marina

Michigan Department of Technology, Management and Budget, Rochester, NY

Current Staff Involved:

Greg Weykamp - Principal-in-Charge
Suzanne Fromson - Landscape Architecture Lead
Mike Morphey - Project Manager - Phase I
Colin Hassenger - Project Manager - Phase II

Consultants: LaBella Associates



Conversion of an Underutilized Parking Lot into an Active Public Waterfront.

The Port of Rochester Marina opened in the spring of 2016, converting acres of underutilized, impervious asphalt parking and ferry loading areas into an active public waterfront with a new park, public promenade, and a 158-slip marina serving both seasonal and transient boaters. Edgewater created an entirely new basin for Rochester, renovated an existing boat launch, and designed a marina that accommodated record-high water levels by design.

Excavation of the marina basin removed 98,000 cubic yards of regulated fill, and incorporated energy reduction and LEED-inspired solutions including the use of previous paving, bio-infiltration, sustainable ebony wood decking materials on the docks, and installed individual electrical metering to boat slips for more boater conscious energy use.

Services performed by Edgewater for the Port of Rochester Marina included:

- Waterfront Master Planning
- Landscape Architecture
- Land Use Planning



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Marina Expertise

Great Lakes Ice Survivability

In each of our Great Lakes projects, we consider the risks associated with northern climate, freshwater ice and address the risks in design but also with long term management recommendations. Pile forces and loading, dock utility systems, and the docks themselves are designed and specified to survive moving and/or compressive ice forces. Where fixed structures or dock anchorage systems are at risk, we incorporate ice suppression into our recommendations and bid documents.

Wind/Wave Protection

Through experienced design, we design marinas to balance the complex factors of risk, basin tranquility, cost, and regulatory factors. Through our wide array of experience in dealing with these challenges, we are able to develop creative solutions based upon specific site characteristics and client/user needs, priorities, and limitations. No two sites experience the same

conditions and therefore we must be prepared to apply the right tools and approaches to each project. In some cases, fixed breakwater structures are necessary, affordable and allowable. In other cases, minimally invasive, less expensive approaches must be considered, such as floating wave attenuators, limited depth wave walls, baffle walls, and other alternatives. We will draw upon our experiences elsewhere to find the right solution for Sheboygan, as we have in countless other places.survivability are designed with the assumption that moving and/or compressive ice forces will be present. Where fixed structures or dock anchorage systems are at risk, we incorporate ice suppression into our recommendations and bid documents, where feasible.

Upland Park Interface

We believe the waterfront should be a place for everyone and our marina design process includes development of meaningful connections to the upland spaces which line our waterfronts. In cases like the Port of Rochester (Rochester, NY), our design made the final connection between a multimile non-motorized pathway from the downtown district, to the City's waterfront and marina. In other cases, like the 31st Street Harbor (Chicago, IL) the upland space included a winter boat storage facility and a green rooftop park, with a freeform playground. Our marina design for the Michigan Maritime Museum (South Haven, MI), included the design and construction of the new 17,000 square foot Heritage Center, an inclusive, sustainable, and accessible building which tells the story of the Great Lakes through exhibits, education, research, and other amenities.

Sedimentation

In many marinas, sedimentation can be a constant challenge as harbor operators look to maintain navigable depths. Our team has explored and implemented cutting edge solutions to control sedimentation, including harnessing natural flows and wave energy to divert sediment purposefully, creating habitat and protection at the same time. Our team has directed the development of a "living shoreline" harbor protection system at the Fort Pierce Marina (Ft. Pierce, FL). The series of segmental rubblemound breakwaters helps to redirect sediment transport and accretion patterns, while enhancing reef habitat systems, and providing protection to the marina within.

Creative Design

In nearly all marina and waterfront projects, our team must apply creativity and deep knowledge regarding designing for safety, accessibility, code considerations, zoning requirement, and the physical challenges in the marine environment. We enjoy finding the right fit to meet these complex considerations and we will work to ensure the final built deliverable meets the community's intent. We strive to make these solutions feel playful and interesting, once constructed and we love our jobs because we get to see it when it's all done.

As we noted in our cover letter, we specialize in marina facilities. And although marinas and waterfronts are the core of what we do, the driver for our work is community enhancement. We realize that the waterfront drives our economies, provides recreational opportunities, and therefore supports the fabric of our communities.

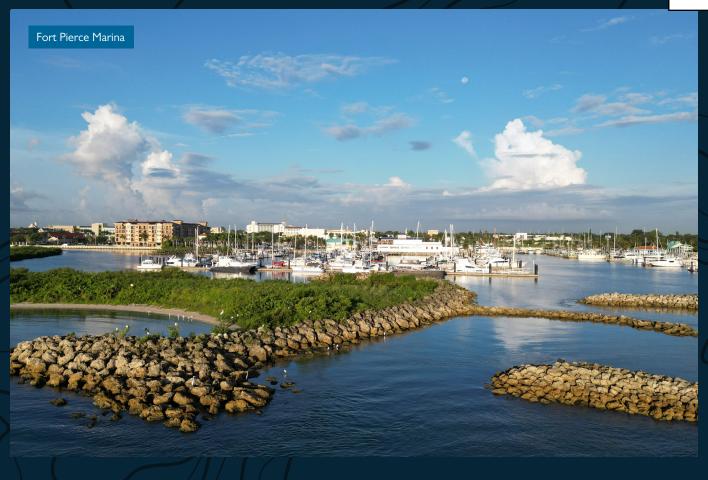
We have completed hundreds of marina projects around the Gret Lakes and across the country, from small transient docks within municipal parks, to full-scale commercial marinas and waterfront spaces. The adjacent upland spaces include gathering spaces, parks,

buildings, development opportunities, access and viewing platforms, and many other features that enhance our communities and waterfronts.

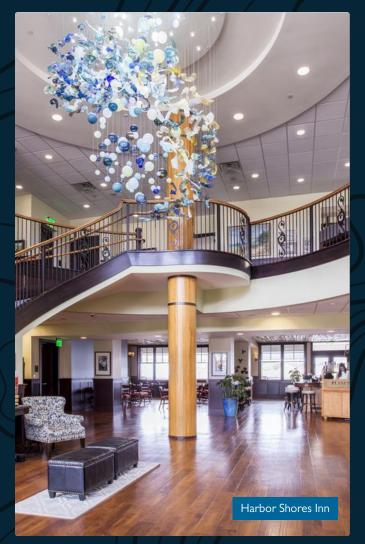
Edgewater Resources and its partners will ensure that the infrastructure, park space, and building spaces envisioned in Sheboygan's waterfront will maximize the potential value to the community.



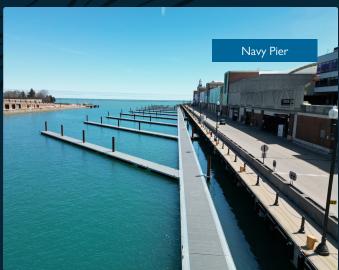
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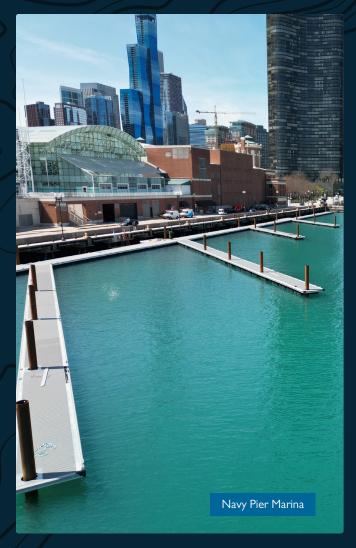
















5. Special Design Concerns



Waterfronts Worldwide



Special Design Concerns

This is what we do.

The team of Edgewater Resources, Maffatt Loftis Engineering, Collins Engineers, and Ramboll Group will provide the expretise you need to navigate the realization of your waterfront vision. We hope that the information that follows will illustrate our experience, capabilities, and proposed approach and we look forward to the opportunity to work with the City of Sheboygan.

Questions and Answers

5a. Explain how your firm ensures compliance with the Americans with Disabilities Act (ADA). Provide examples.

All of our projects are designed to comply with the Americans with Disabilities Act. We are experienced in designing public spaces, buildings, and waterfront/marina facilities using the 2010 ADA Standards for Accessible Design. As concepts and schematic design are developed, and through final construction documents, our staff constantly evaluates accessibility. We are incorporating more ADA-compliant family and assisted-use restrooms alongside group restrooms at marinas and parks. Our approach emphasizes full accessibility, including accessible routes, parking, marina access, dimensional and tactile materials, required floor clearances, and compliant interior and exterior building elements.

Our most recent designs integrate Universal Design principles, featuring family restrooms equipped with adult changing stations, additional grab bars, roll-in showers, and 42-inch-wide entry doors.

Key projects featuring these accessibility enhancements include:

- The Inn at Harbor Shores, Saint Joseph, MI
- Michigan Maritime Museum, South Haven, MI
- Lexington State Harbor, Lexington, MI
- Navy Pier Marina, Chicago, IL
- Discovery Pier Redevelopment and Pavillion, Traverse City, MI
- The Beach House at Holland State Park, Holland, MI
- Village of Lexington's Tierney Park, Lexington, MI
- 31st Street Harbor, Chicago, IL
- Port of Rochester Marina, Rochester, NY





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5b. Efficient energy usage and Sustainability is a concern for the City. Describe how your firm incorporates these aspects of design into its work. Provide examples.

We are deeply committed to energy efficiency and sustainable design in our work, and we have led and worked on the design of award winning LEED Gold Certified projects ranging from 31st Street Harbor in Chicago to the Masdar Future Energy Corporation Headquarters in Abu Dhabi. 31st Street Harbor in Chicago earned LEED Gold certification through the incorporation of a two acre green roof covered marina services building that provides parking in the summer and indoor heated boat storage in the winter. The building is heated and cooled through geothermal systems utilizing Lake Michigan as a ground source, while incorporating energy star appliances, LED lighting, low water use plumbing fixtures, dark sky lighting, low VOC coatings, native plantings, and drip irrigation among many other strategies. The project was awarded both the AIA Chicago SustainABILITY Leadership Merit Award and the Fabien Cousteau Blue Award for sustainable harbor design in 2012. 31st Street Harbor was also recognized at the 2024 Smart and Sustainable Marinas conference in Monaco.

Working with Adrian Smith + Gordon Gill, designers of the Burj Khalifa, Greg Weykamp led the design of the public realm spaces for the Masdar Headquarters building. The design brief for this structure was that it needed to achieve carbon neutrality while being energy positive (creating more energy than it used) relying only on the sunlight, wind, rain, and geothermal resources present within the footprint of the building itself. Our team designed a series of gardens and public spaces with fountains and irrigation systems that utilized reclaimed water from the HVAC systems, while relying on native plant materials and reclaimed materials for construction. Occupancy sensors managed energy use for the lighting and fountain systems.

In Sydney, Australia, Greg led the design of the public realm and private gardens of the Olympic Village for the 2000 Olympic Games. This 2,000 home neighborhood incorporated photovoltaic panels on every home, and generates sufficient electricity that it is listed in the Sydney utility grid power plants as "Power Station Homebush". Every material utilized in the construction of the homes and public spaces went through a sustainable design review, resulting in the elimination of all PVC materials, and use of innovative strategies such as dual potable/gray water systems to utilize rain and gray water capture from the inside of the homes to irrigate gardens. We worked with local nurseries to establish the first native plant nurseries in the country.

Closer to home, we led the design of Adelaide Pointe, a mixed use waterfront development with a 200 slip marina, 400 upland residential units, a restaurant, hotel, conference, and boat storage facilities. This project included the first mass timber residential structure in Michigan, and only the third mass timber structure in the state. From an environmental sustainability perspective, we incorporated extensive habitat and wetland restoration, including reducing hardened shorelines by 80%. We incorporated all native plant materials, habitat structures along the water's edge,



ISS FABIEN COUSTEAU **BLUE AWARD**

Environmental leadership, global oceanic conservation and resource preservation are prerequisites for nomination. The integration of environmental technologies and resource management with the goal of setting achievable standards and models for wide adaptation in the design, engineering and building of large yachts—and the use of the Earth's waterways—are essential criteria for obtaining this award.

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photovoltaic panels on the roofs, and removal of over 100,000 cubic yards of regulated fill materials from Muskegon Lake. From a social equity sustainability perspective, we led the developer to making over one mile of the lakefront open to the public through a permanent dedicated access easement, protecting access to the lake for the adjacent neighborhoods for all time. We incorporated multiple ADA compliant fishing access sites for low income neighbors who historically used the site for subsistence fishing, while also providing ADA compliant paddlecraft access.

Extending our personal commitment to sustainable design, our president Greg Weykamp has completed a deep energy retrofit of his own home, including an 11kWh solar energy system with 27kW hours of battery storage in addition to all new windows, doors, and an entirely new insulation system doubling the previous R value of the original home. All HVAC and water heater appliances have been converted to air source heat pump systems, dramatically reducing energy demand. Finally, he has driven pure electric vehicles for over five years. Greg teaches classes, writes articles, and has spoken at many national and international conferences on sustainable design.

In summary, we take sustainable design very seriously, and build support for these strategies by focusing on the economic values in addition to the environmental values. We are working with the International Marine Electrification Association to bring electric boating to America, an we are already designing EV boat charging systems in marinas in the Great Lakes.

Key projects featuring efficient energy usage include:

- Port of Rochester Marina, Rochester, NY
- 31st Street Harbor, Chicago, IL
- Adelaide Pointe Marina, Muskegon, MI
- Washington Park Marina, Michigan City, IN
- Fort Pierce Marina, Fort Pierce, FL

5c. Fueling Systems design is a concern for the City. Describe how your firm incorporates this aspect of design into its work. Provide examples.

We have designed and constructed many marina fueling sytems over the past 15 years and our team's experience will be applied to ensure the new fuel system is safe, compliant, functional, and maintainable.

Key examples of fuel systems we've designed include:

- Marine system at East Tawas State Harbor, East Tawas, MI
- Marine system at Harrisville Harbor, Harrisville, MI
- Upland system at Lexington State Harbor, Lexington, MI
- Dispensers/Pumps at Port Austin State Harbor, Port Austin, MI

5d. Docking systems that can withstand the rigors of the Great Lakes is of utmost importance. Please provide some ideas as to your approach.

Marinas in the Great Lakes are subject to some of the most harsh conditions in the world. Wind, waves, and the forces associated with northern freshwater ice can cause havoc in a marina. Our team has designed and consulted on over 100 Great Lakes marinas in the past 15 years, more than any other firm that we are aware of. Design decisions will always come with risk, but we have found that balancing he management of the risks with other factors will lead to the right solutions for our clients. Above all elese, safety is critical to all designs, and a non-negotiable component of marinas. As we begin the schematic design process and data is gathered, we will optimize layouts and recommendations for protection and anchorage to address conditions and maintenance expectations.

More specifically, our staff is familiar with Sheboygan's 2016 Wave Mitigation Study and we will review its findings and recommendations as the initial phase of the redevelopment is designed and programmed.

5e. Building design for long-term maintenance-free sustainability in a harsh marine environment is of high concern. Please provide some insight as to your experience in the design and long-term viability of buildings in this type of environment.

Our goal is to design buildings that are durable and long-lasting. While truly maintenance-free structures are not an option, we focus on minimizing material deterioration and reducing maintenance needs over the building's lifetime. In coastal environments, where wind and water are constant factors, this often means specifying resilient materials such as concrete masonry or brick for long-term environmental exposure.

Depending on the scale and location—whether the building is on a dock or inland—we incorporate materials that balance durability with the desired coastal architectural styles. These may include wood framing with fiber cement board or pre-engineered wood siding, and hollow metal or fiberglass doors and windows with high-impact glazing.

We tailor our material choices to suit each site and its environmental conditions. Interior spaces are designed for heavy public use, with durable yet cleanable surface walls and flooring that minimize grout lines, especially underfoot. Ceilings are typically finished in painted or stained wood nickel gap boards, which are often extended to walls for added resilience.

To support durability and prevent tampering, we conceal system controls, thermostats, and flush valves, and incorporate sensor-operated fixtures whenever possible.

Effective moisture control and well-designed ventilation systems are essential - even in seasonal buildings that are winterized or lack air conditioning - to prevent mold, rot and associated odors and occupant discomfort. We often include operable awning windows for privacy, fresh natural ventilation and ceiling fans to enhance airflow in a wide variety of interior spaces.

5f. Provide information on your current workload and how you would accommodate this project.

We are busy designing and constructing marinas and several multi-year projects are nearing completion. Our team is prepared to apply our collective experience to Sheboygan's waterfront. Assuming the City selects a consultant in July, we would be prepared to kickoff the project soon after. At that point, our focus would shift to data collection, and schematic design, followed by early community engagement. This initial effort would be intended to ensure that we know what we reasonably can, and that we identify a clear program for the initial phase of the project. As fall and winter approach, the heavy design development phase would begin, as well as the start to state and federal regulatory processes. The initial scope fits well within staff workloads and other commitments during the same timeframes. And as design progresses, other future work would be planned with consideration to the Sheboygan design schedule.



5g-h. PLEASE SEE PAGES 69-83 FOR WORK PLAN AND **DESIGN SCHEDULE**

5i. Describe your method for consensus building, including your role, the methodology employed, the outcome, and a contact person for a recent project where you employed this method.

We believe community consensus building is critical to developing the local support needed to see a project of this scope through to completion, and we have developed a very effective process over the past twenty five years that has proven successful time and again. In this case, as the community has presumably been part of the process to develop the existing Master Plan, we will be sure to respect the time they have already invested in the process by orienting our conversations around that plan as the starting point while we work through incorporating the marina market analysis and other new information into the refinement of the plan.

We begin our consensus building process by working with you to identify the key stakeholder groups who will provide their feedback, such as the operators of the marina, the public works staff and first responders, the boaters, and other community and neighborhood organizations. We will then meet with these groups individually to gain their feedback during a one day listening session, followed by a public meeting where we invite anyone with an interest in the project to share their views. In these meetings, we will review the existing plan, outlined the additional data from the market analysis and other new information, and facilitate a visioning exercise to help us better understand the community's goals for the project. As we advance though schematic design and then into design development, we propose to host subsequent public information meetings to review the progress of design as it evolves in a process we call "continuous community involvement". The farther we go into design, we get into more detail on costs and how we set priorities with the community. We have found that this process maintains a clear and open line of communication that allows the community to see the process work, so they understand how decisions were made along the way. This generally results in much greater support for the project and the financial investments needed to see it through.

We use a variety of different communication and feedback methods to make sure we hear the voices of everyone, rather than just those with the loudest voices. These include interactive visioning exercises, online surveys, and simply providing opportunities to reach us by phone or email. One of the most effective strategies though is simply handing out note cards and pencils at every public meeting, and asking participants to leave us their thoughts in a note. We have found that we get very clear and direct feedback using this method, and it is an effective way to present a much broader range of views as many residents are simply not comfortable speaking in public in front of a crowd. This is especially so when a contentious topic is being discussed, and their views are no less important than those of someone willing to speak in public.

We have followed this process successfully in many communities, and we encourage you to reach out to our clients from across the Great Lakes region below to see how this process worked from their perspective.

- Mike Singleton, Elk Rapids Harbormaster 231 357 9419
- Michele Spillane, Elk Rapids Harbor Committee 248 763 0917
- Mark Heydlauff, City Manager, Charlevoix, MI 23 I 547 3263
- Nancy Deboer, Mayor, City of Holland, MI 616 405 5236
- Mark Gregor, City of Rochester, NY 585 943 0765
- Bill Clevenger, Decatur Park District, IL 217 433 2731



5j. Describe the types of problems you have encountered on similar projects, and explain what you did to resolve the problems and what you would do differently to avoid such problems on future projects.

There is little doubt that we will encounter bumps in the road as the waterfront is redeveloped. In our experience, communication and experience will be the keys to minimizing the impact of challenges that arise.

As large Great Lakes marina projects are implemented, we often encounter lead time/supply chain issues, particularly with specialty marina electrical components such as substations. In some cases, it may be feasible to minimize this issue through early procurement and bidding. In other cases, when unexpected delays occur, we have relied upon the experience of our team to troubleshoot and seek alternative pathways. Our team has come through in several recent cases, to find creative ways to provide power to slips on an interim basis while maintaining compliance with codes and ensuring the safety of the public.

Material cost issues can often arise during bidding and construction, as well. For example, we dealt with the cost implications of the recent global pandemic as several projects moved from design to construction. More recently, cost issues such as tariffs have created the need for our team to think well ahead. In nearly all cases, we have worked to ensure that clear and fair language is included in bid documents. In doing so, owners are able to see where these uncertainties might be applied, while bidders can continue to bid projects fairly and efficiently, knowing that properly communicated changes to material costs will be evaluated based upon fact.

Our team has the experience to deal with issues like those above and will always strive to think ahead, gather the facts, evaluate options, and present you with recommendations based upon your best interests.

5k. Describe how your firm can add value to this project and the process and include examples of situations from comparable projects where the owner realized tangible value.

Edgewater is a multidisciplinary team of skilled, licensed professionals who collaborate closely across disciplines every day. Our team thrives not only on effective collaboration but also on mutual respect and genuine camaraderie. We like each other. We value the unique expertise each member contributes and take pride in our ability to anticipate potential issues and develop thoughtful solutions before they become real challenges.

Any qualified professional firm can take a Master Plan through design, bidding, and construction. There are certainly many firms who can meet this intent. When issues arise that require specific knowledge and experience pertinent to the project, our value will come through. Within just the past few months, our expertise has been applied to assist our clients through tough, time and cost sensitive challenges. Whether it was dealing with permit challenges for emergency dredging projects such as the Black River Dredge Project in South Haven, Michigan; electrical equipment delivery issues and related interim design needs at the Discovery Center in Traverse City, Michigan; or on-the-fly design changes to minimize costs at Navy Pier Marina in Chicago, Illinois, our team has sought to find the solutions and strategies to address challenges when they arise.



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51. Describe how you intend to minimize disruption in Marina Operations.

During the schematic design process, we will work with you to determine what's possible and likely, and how to phase construction to minimize disruptions to the critical boating season. Ultimately, we expect some impacts will be felt but will look at various options to maximize use of the docks and upland space during the months when the facility is most utilized.

We are not new to the redevelopment of large marinas and we understand the process and how to minimize disruptions to our short boating seasons.

5m. Describe your standard operating protocol for construction management and oversight to assure that the best interests of the owner are maintained.

As we have on countless projects above, we anticipate representing the City's interests during construction by fairly evaluating the construction process against contract documents. This may include a mix of full time site representation on site for some aspects of the project, and some part-time representation if it makes sense. Overall, we will ensure we have eyes on the ground when it matters most. Given the many project components, we anticipate that we will have an overall construction point of contact with whom multiple teams will coordinate as various construction contracts and projects are completed.



Work Process (5g)

The scope of work that follows outlines a detailed process we have used successfully to construct projects exceeding \$100 million in total cost and has been refined to specifically address the program elements outlined in the request for proposal. As the cost estimates outlined in the Master Plan may exceed available funding for construction, we recommend reevaluating the scope of work at the completion of the Schematic Design phase of work. At this point we will have incorporated the additional information received through the completion of the marina market analysis, background surveys, and the consensus building process with the community, and we will have a much better sense of priorities, grant funding opportunities, and construction costs. This will allow us to work with you to refine both the actual scope of construction and the level of engineering and design effort needed to build the initial phase. In other words, while the approach we will take to completing the scope of work outlined below from Design Development through Construction will remain the same, the fees for completing that work will be adjusted to match the actual scope of construction.

The scope herein includes the project components outlined in the Request for Proposal, which have not been repeated herein for brevity.

Task One

Project Initiation

Task I.I Project Initiation

Core members of the Edgewater Resources project team will meet with the City of Sheboygan (the City) and Stakeholders shortly after notice to proceed to develop a detailed work plan, project schedule, define goals and priorities for the Marina, Site and Building Program and establish a series of milestones to measure progress. We will work collaboratively with the Stakeholder group to identify all regulatory agencies, procedures, and any other partners to consult throughout the planning and design effort. Subsequent meetings will take place either via Teams or in person on site as needed. planning and design effort. Subsequent meetings will take place either via Teams or in person on site as needed.

Task I.I Deliverables

Meeting agenda/summary with schedule

Task 1.2 Background Data Collection

We will review the site and surrounding area in person and will collect any available or additional background information from the City and Stakeholders at this time, including but not limited to:

- Existing survey data including property boundaries, bathymetric and topographic surveys, and legal descriptions
- Existing Master Plans, studies, reports, drawings, and documents for buildings, marina, and site amenities
- Historic Photos
- Programming information
- Demographic and use data
- Permitting requirements, local zoning ordinances, and relevant Wisconsin bulding codes
- Parking data
- · Utility data
- Environmental and Geotechnical reports

Task 1.2 Deliverables

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+ Data Inventory



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Task Two

Inventory of Existing Conditions

Task 2.1 Survey of Existing Physical Conditions

The Edgewater team will complete site boundary survey of the park parcel, as well as topographic and bathymetric survey of the project areas. All visible structures, surface edges, grade breaks, and site features will be surveyed. Trees above 4-inches diameter breast height will be located, or in densely vegetated areas, vegetation or tree lines will be located. If available, record underground utility data will be layered into the base drawings to provide a full picture of the existing site. Documenting these existing conditions will provide the sound informational and analytical base for decision-making throughout the rest of the process.

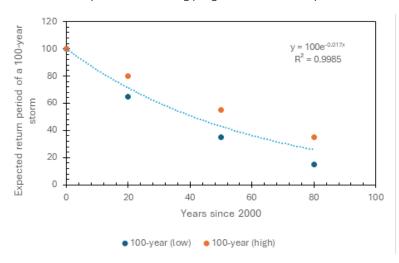
Task 2.1 Deliverables



+ Existing conditions drawings with topography, bathymetry, and parcel lines

Task 2.2 Preliminary Wave and Coastal **Conditions Analysis**

Using available information, including bathymetric data and previous studies, Edgewater will conduct a preliminary analysis of probable wave conditions at the site. This study will provide Edgewater engineers with anticipated wave properties, leading to agitation levels and forces impacting existing and proposed docks, attenuators, and other components. Edgewater will use record weather data and bathymetric information as inputs into modeling programs or manual equations.



Moreover, Edgewater will also use weather data to calculate likely ice thicknesses and preliminary winter forces. Upon the conclusion of this task, Edgewater will provide a report outlining recommendations and an overview of the processes involved.

Edgewater will also factor potential impact of climate change on the resilience requirements into the future. Edgewater has taken historical trend data on storm intensities and found that what was considered the 100 year storm in the year 2000, today would be more like a 70 year storm. Looking into the future 50 more years, that old 100 year storm might be as common as a 30 year storm. To prepare for the long view, Edgewater will predesign for such possibilities.

Task 2.2 Deliverables



Initial Wave and Ice Conditions Report

Task Three

Schematic Plan and Phasing Confirmation

Task 3.1 Confirm Master Plan

The Edgewater team will review the Master Plan with regard to the data gathered in Tasks One and Two and the data from the recently complete marina market analysis. We will meet with City representatives and stakeholders to discuss potential iterations of the plan, if needed. Recent funding changes, the marina market analysis, and the ever-changing materials and construction markets may impact the feasibility of the full plan or the phasing of its implementation. By confirming the plan with regard to current conditions, the project will benefit from the latest data and information. If components of the plan are in need of modification, we will develop alternative variations of the plan for review and discussion.

Task 3.1 Deliverables



- + Meeting agendas/summaries
- + Preliminary basis of design
- + Alternative plans

Task 3.2 Consensus Building Process

The Edgewater Resources team will present alternative plans to City representatives, including the Common Council, stakeholders, and the public through a series of public events to seek feedback, make adjustments, and ultimately arrive at a reasonable consensus for the direction of the long term site plan. This process will ensure that all community members have the opportunity to provide input into the future for the City's waterfront park and marina. A final plan will be prepared, depicting the primary components and approaches for the site and marina. Additional detail regarding this process is further described in Part 5 of the proposal.

Task 3.2 Deliverables



- + Plan Iterations
- Presentations and Summaries
- + Consensus Plan

Task 3.3 Opinion of Probable Construction Cost

Once a preferred plan is selected, the Edgewater team will prepare a detailed opinion of probable construction cost, utilizing recent cost data from other similar regional Great Lakes projects. The cost opinion will be formatted to allow the isolation of larger key components as phasing and funding strategies are considered.

Task 3.3 Deliverables



+ Opinion of Probable Construction Cost

Task 3.4 Phasing Analysis

The Edgewater Resources team will evaluate various potential phasing plans based upon input from the City. The plans will first consider the 'Initial Phase' as outlined in the May 2025 Request for Proposals, but will also consider:

- City Budget Direction/Limitations
- Marina Market Analysis
- Funding opportunities including potential grant programs
- Project timing, seasonal opportunities/constraints, and permit/implementations schedules
- Asset management data within the project site, including age, criticality, and condition
- Marina and building needs based upon current conditions

Several alternative phasing plans will be developed and presented to the City. Plans will include illustrative graphics and cost opinions by phase. The team will also identify the opportunities created by each plan, as well as the drawbacks and limitations of each plan. Ultimately, after review of each of the strategies, a phasing plan will be confirmed with a focus on defining the initial phase of implementation.

Task 3.4 Deliverables



- + Phasing plan alternatives
- + Meeting agendas/summaries/presentations
- + Final phasing plan

Task 3.5 Revisit/Confirm Project Scope

The Edgewater team will revisit the proposed scope as presented herein, and revise and/or confirm as necessary. If the initial phase changes from the general plan laid out in the Request for Proposals, the scope may be reduced or expanded as necessary to best meet the City's needs. The remainder of the scope herein is intended to address the initial phase as presented in the RFP at a macro level, but the Edgewater Resources team recommends revisiting the scope once the plan and phasing strategy are confirmed, as described above.

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Task 3.5 Deliverables



Scope Update and Proposal

BEGIN DESIGN DEVELOPMENT THROUGH CONSTRUCTION

Task Four

Design Development Investigations and Demolition

Task 4.1 Hazardous Materials Inspections - Lead and Asbestos

Prior to demolition activities. Ramboll Group will conduct a hazardous materials inspection at the marina administration building, the marina fueling station/building, two trash enclosures and the swimming pool building. The hazardous materials inspections will involve testing for the presence of asbestos-containing materials (ACM) and lead-based paint. Inspection of the dock system for the presence of old caulking that may contain asbestos will also be conducted. While conducting the inspections for hazardous materials, Ramboll Group will also complete a visual inspection at each building/ structure listed above to identify if universal waste materials such as batteries, pesticides, mercury-containing equipment, light ballasts, fluorescent tubes, and aerosol cans are present. Further detail describing the scope of the hazardous materials inspections to be performed at Harbor Centre Marina are discussed below. The asbestos inspection will include a survey to identify, sample, and analyze accessible suspect friable and non-friable ACM materials. Friable ACMs are defined as materials that contain greater than 1% asbestos, and that can be easily crushed or reduced to a powder by hand pressure when dry. The visual asbestos survey will consist of evaluating accessible materials to identify suspect ACMs and evaluate homogeneous areas for sample collection. Materials of similar age, type, color, and texture are considered to belong to the same homogeneous material group.

Following the visual survey, representative bulk samples will be collected from materials that appear to represent each homogeneous group of PACMs. All bulk samples will be submitted under chain-of-custody procedures for laboratory analysis by Polarized Light Microscopy (PLM) with optical dispersion staining (USEPA Interim Method No. 600/R-93/116) by an independent laboratory.

Ramboll Group will also complete lead paint surveys on painted surfaces. The surveys determine lead content of paint coatings, targeting damaged coatings and coatings applied to surfaces that will be disturbed by demolition or renovation activities. Lead paint surveys will analyze for the presence of lead paint coatings using a handheld X-ray fluorescence (XRF) analyzer.

Following the surveys and PACM sampling activities, an asbestos and lead paint survey report will be prepared. The report will include tables with the lead pant survey results and description of asbestos containing materials; condition of the materials; sampling and material locations shown on drawings; inspector certifications; and laboratory results. In addition, the report will include an interpretation of the results as well as recommendations relative to materials management and abatement of ACM, lead paint, and possible further evaluation of materials or building systems which may need be tested prior to demolition. The report will be submitted to the City of Sheboygan for review and will be included as a referenced contract document as part of the building demolition bid specifications. The draft report will be provided to the City electronically within 2 to 4 weeks after receiving laboratory results.

Assumptions:

- Because the quantity of PACM at each of the buildings to be inspected is unknown, we have included an allowance of \$3,000 for the laboratory analysis of PACM. This amount may be more or less depending on the quantity of PACM identified at the site.
- A reasonable effort to access suspect materials within known areas of restricted access (e.g., attic, crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Ramboll Group personnel.

- Confined space sampling will not be required for the
 assessment. If confined space sampling is required,
 Ramboll Group will utilize a subcontractor to collect these
 samples. The cost for a subcontractor to collect confined
 space samples is not included and a change order will be
 requested.
- Sampling will not include suspect materials that cannot be safely reached with ladders. We anticipate a manlift will not be required to perform the sampling.
- Sampling is conducted in a destructive manner that will damage building materials. Ramboll Group is not responsible for repairing sample locations.
- Sampling is conducted in a thorough but random manner.
 The possibility exists that ACM and lead paint are present in areas that were not sampled or were inaccessible during the inspection.
- Electrical equipment or other equipment associated with facility operations will not be disassembled and inspected for PACM. It is assumed this equipment will be removed from the facility in such a manner that PACM will not be disturbed.

Task 4.1 Deliverables

+ Asbestos and Lead Paint Survey Report

Task 4.2 UST Site Assessment

As part of the demolition activity associated with the removal of the underground storage tank (UST) systems (tanks, piping, fuel pump dispensers, etc.) at the marina fueling station/building, Ramboll Group will perform an UST site assessment in accordance with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) Tank-System Site Assessment (TSSA) guidance. One double-walled 8,000-gallon diesel fuel UST (tank ID 106509) and one double-walled 12,000-gallon unleaded gasoline UST (tank ID 112095) are registered under DATCP as in use at the site. The two tanks, three dispensers, and associated piping are to be closed/removed as part of the Harbor Centre Marina project.

As required by DATCP, a closure assessment in accordance with the TSSA guidance will be completed for both UST systems by a Ramboll Group certified site assessor. The TSSA

will consist of collecting soil samples for laboratory analysis of petroleum compounds consistent with those materials currently and historically stored within the removed USTs. Requirements for the removal and decommissioning of the current underground storage tanks and marine fueling facilities and equipment will be described in the bidding documents associated with the demolition and removal of the marina fueling station/building.

Ramboll Group assumes the TSSA will occur over a oneday period. During this time, and as required by DATCP, photographic documentation of the closure activities will occur showing the condition of the removed UST system.

Per the Wisconsin TSSA guidance, upon completion of the UST site assessment and tank closure processes outlined above, Ramboll Group will document the UST site assessment activities by preparing a Closure Report (which will include DATCP forms TR-WM-137 and TR-WM-140). Note, the selected tank remover contractor will submit a "Notification Record" (Form TR-WM-121) and coordinate with a local program operator and City inspector and complete Part A of the Tank System Service and Closure Assessment Report (Form TR-WM-140). The Closure Report will summarize the field activities, illustrate the soil sampling locations, present the field screening and laboratory analytical results. The Closure Report will be submitted to the Wisconsin Department of Natural Resources (WDNR) in accordance with DATCP TSSA guidance following review and approval of the report by the City of Sheboygan. The draft report will be provided to the City electronically within 2 to 4 weeks after receiving laboratory results.

Ramboll Group will prepare site-specific Health and Safety Plans (HASP) for the field activities associated with the hazardous material inspections and UST site assessment. The HASP's will be prepared in accordance with 29 CFR 1926 (OSHA Standards for Construction), 29 CFR 1910 (OSHA Standards for General Industry) and 29 CFR 1904 (US Dept of Labor, Recording and reporting Occupational Injuries and Illnesses). The purpose of the HASP is to inform all site workers of known or reasonably anticipated potential hazards and safety concerns at the site.

Assumptions:

 Only two tanks, one 8,000-gallon diesel fuel UST (tank ID 106509) and one 12,000-gallon unleaded gasoline

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UST (tank ID 112095) are registered as in use at the site. If unregistered tanks are present, additional costs to complete TSSA activities may be incurred.

- The two USTs are located beneath a sidewalk and the three dispensers are located adjacent to the lake in a fenced area. The USTs and dispensers will be accessible during the removal activities.
- If a release from the UST system has been identified during the site assessment, waste characterization samples will not be collected by Ramboll Group.
- This proposal assumes that no impacts are identified as part of the tank system closure and Ramboll Group will request a No Action Required determination for the tank system. If impacts are identified, Ramboll Group recommends that notification of a release be made to WDNR as required by TSSA regulations. If impacts are identified, it is possible that additional assessment and/or remediation activities will then be required under WAC ch. NR 716.
- If a release is identified, costs for additional environmental assessment work beyond the tank closure activities detailed above are not included within this proposal. The total cost of potential site investigation activities are estimated to be between \$40,000-and \$60,000 but depend on the degree and extent of the release. Site closure under WAC Ch. NR 700 would include submittal of a work plan, conducting field investigation and sampling, reporting, submittal of a Remedial Action Options Report and Remedial Action Plan, and case closure documentation.
- Sampling is conducted in a thorough but random manner. The possibility exists that ACM and lead paint are present in areas that were not sampled or were inaccessible during the inspection.

Task 4.2 Deliverables



- Health and Safety Plan
- **UST Site Assessment Report**

Task 4.3 Geotechnical Site Investigation

The Edgewater Resources team will work with a geotechnical consultant with knowledge and experience within the general region. We will select a consultant once schematic design is completed and the location of primary project components has been confirmed. For the purposes of preparing a budget for this proposal, we have assume the following borings will be completed within the project site:

- Eight (8) upland borings located at building pads, gangway connections, and critical utility corridors
- Six (6) marine-based borings located within the marina basin to support design of anchor systems.

Task 4.3 Deliverables



Geotechnical boring logs and foundation recommendations report

Task 4.4 Building Demolition and UST Closure Engineering

Ramboll Group will initiate a procurement and pricing process to identify qualified subcontractors to implement the activities associated with building demolition, UST removal, lead-based paint/ACM removal (if necessary), and sediment dredging, materials management and disposal (if requested). Ramboll Group will prepare procurement bid packages which will include:

- Demolition plans and specifications which include, but are not limited to the following:
 - Project information including project summary and schedule as well as requirements for mobilization and demobilization, site preparation, structure demolition, material management, loading and transporting to landfill, and site restoration.
 - Work restrictions for onsite work hours, noise, odor, and other nuisances.
 - Safety precautions and programs including contractor site health and safety requirements, public safety, incident reporting, fire protection and other emergencies, and working in proximity to active utilities.

- Requirements to protect utilities, subsurface features, facilities, walks, pavements, roadways, and structures not designated for removal, relocation, or replacement in the course of construction.
- Requirements for applicable permits, permitequivalents, and approvals to be acquired by the subcontractor(s) for completion of the work.
- Administrative provisions for coordinating construction operations on the project including schedule, project meetings, and status updates.
- Procedural requirements for work-related submittals including demolition progress schedules and other miscellaneous work-related submittals.
- Requirements for temporary utilities, support facilities, and security and protection facilities.
- Requirements for site access, dust control, security, access roads, parking, public road requirements, and traffic control.
- Requirements to keep work areas on and off site free
 from environmental pollution that would be in violation
 of federal, state or local regulations. This includes
 management of visual aesthetics, noise, and solid waste,
 as well as other pollutants and resources encountered
 or generated by the bidder.
- Demolition of site buildings and management, disposal, and/or recycling of demolished building materials.
- Final site cleaning, closeout procedures, and site restoration.
- A bid form which includes key dates, bidder information, and bid price.
- Instructions to bidders/bid submittal requirements.
- A description of health & safety requirements for the project
- A bid schedule

For Ramboll Group's project procurement approach, a minimum of three bidders are selected for each work element to increase competitiveness and receive a broad range of proposals and input. If desired, Ramboll Group may pre-qualify bidders in advance to provide proposals based on Ramboll Group's prequalification process for subcontractors as well as

Ramboll Group's industry experience. Ramboll Group's prequalification of subcontractors includes the following criteria (in no particular order):

- Past performance with Ramboll
- Expertise and experience with conducting the planned construction activities
- Health and safety record
- Positive project references
- Financial capabilities
- Legal claims history

Throughout the procurement and pricing process, Ramboll will coordinate with the City to receive input on the content and elements of the bid packages, subcontractor pre-qualification (if desired), and to seek all necessary approvals from City, State and Federal agencies for the work to be performed. We acknowledge that the project may require several bid lettings in order to account for some of the specialized elements of the project. For purposes of this proposal, we have assumed that three separate bid lettings will be conducted for the building demolition, UST removal, and lead-based paint/ACM removal.

Bid Process: Ramboll will plan for and coordinate a mandatory pre-bid and site walk meeting with the prospective bidders. Major construction elements of the project (i.e., building demolition, UST removal, lead paint/ACM removal) typically require the pre-bid and site walk meeting while other elements (surveyors or QA/QC laboratories) will not. Ramboll will prepare appropriate level Request for Proposal (RFP) packages for interested subcontractors. As necessary, Ramboll will issue addenda to the RFP and answer potential subcontractor questions or clarifications over the bidding period and disseminate the information to all bidders on record. Ramboll will conduct a fair and equitable bid process and will not allow collusion between bidders, non-responsive bidders, imbalanced bids or bidders who fail to demonstrate a qualified team and resources dedicated to the project. It is assumed that separate bid packages for the following demolition items will be prepared for:

- UST removal
- Asbestos and lead paint removal and disposal (if necessary)

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Building Demolition, removal, and materials disposal which includes utility disconnection, abandonment, and/or removal, and removal of hardscape/site improvements

Ramboll will also attend all pre-bid conferences and meetings organized by the City that are related to the above building demolition activities.

Bid Review, Selection Process and Contracting:

Following receipt of the bid proposals, Ramboll will review each proposal for technical approach (inclusive of underlying project specific elements), price (including potential for change orders and unit pricing), schedule, project team qualifications, capacity to perform the project within the desired schedule, health and safety information (including program and metrics), and insurability. Ramboll will also submit questions to bidders whose proposals require further clarification to complete the review process. A tabulation of bids and formulation of a recommendation of award of each of the contracts that will be required to complete the project will be prepared for submittal to the City. All bids and bid documents will be made available to the City of Sheboygan for review along with the summary of our evaluation and ranking.

Based upon the recommendation for award and affirmation of same by the City, Ramboll will draft and present to the City contracts utilizing an AIA or EJCDC format for formal review, approval, and award by the City.

Contract Administration: Ramboll will perform the necessary activities associated with contract administration for the duration of the building demolition work and through demolition contract closeout. Activities include attending project update meetings and sessions with City officials and staff, communications with Edgewater and selected demolition contractors, coordination and completion of all contract required activities, preside over all regular meetings with the contractors and City representatives relating to the demolition activities, resolve issues that arise with respect to the project and resource scheduling, budget tracking, review and approval of contractor applications for payment, and submittal of contractor applications to the City for payment. For purposes of this proposal, Ramboll estimates that the contract administration activities associated with the demolition scope will be conducted over a period of one year.

Field Oversight Services for Building Demolition:

Ramboll will provide comprehensive field oversight services for the building demolition project. Our experienced personnel will ensure that all demolition activities are performed in accordance with the established plans and specifications, applicable safety standards, regulatory requirements, and industry best practices. Key aspects of our oversight services include:

- On-Site Presence: Ramboll professionals with extensive experience in demolition and contractor management will be present on-site to conduct necessary inspections as needed. We anticipate having field oversight staff available to readily mobilize to the site during planned demolition activities.
- Documentation: Our team will meticulously document all demolition activities, capturing key details to maintain thorough records.
- Progress Reporting: We will provide regular progress reports to keep stakeholders informed about the status and advancements of the demolition work.

These measures will ensure that the demolition project proceeds smoothly, safely, and in compliance with all relevant standards and regulations.



Task Five

Marina Engineering and Design Services

Task 5.1 Preliminary Engineering (DD)

Using the consensus plan and phasing strategy, record plan information, site information collected, and the characteristics of the site, the Edgewater team will initiate engineering design of the marina, including wave attenuation, floating dockage layout, shoreline improvements and connection points, basin dredging, and associated utility schematics. Design will be advanced to approximately 30% level, the appropriate level of detail required to support joint-permit application to state and federal regulatory agencies.

Specific Tasks will include:

- Marine engineering concept consideration:
 - Review of the preferred marina layout previously developed
 - ADA considerations for marina accessibility
 - Design and integration of dock electrical and plumbing systems
 - Floating dock system land-side connections
 - New upland walkway/promenade design considerations
- Develop preliminary opinion of probable construction cost

Task 5.1 Deliverables



- + 30% Marina Design Plans
- + Specifications Outline

Task 5.2 Permitting (DD)

The Edgewater team will first propose a regulatory preapplication meeting with the U.S. Army Corps of Engineers (USACE) and the Wisconsin Department of Natural Resources – Waterways (WDNR)

We will prepare a joint permit application based on the results of preliminary engineering and submit it to the USACE and the WDNR. The permit application will include engineering drawings and quantity calculations for the proposed plans as required by the agencies. Prior to submittal, a draft of the permit package will be submitted to you for review and comment. You will also be asked to sign a Letter of Authorization (LOA), allowing Edgewater to apply for the permits on your behalf.

Edgewater staff will coordinate with regulatory agencies on an as-needed basis. It is typical during the state/federal permit process for agencies to request additional calculations, clarifications, drawing revisions, or other supplemental information. We will be responsible for timely responses to these requests. Edgewater will make all reasonable attempts to meet the agency's requirements, however, permit issuance will be subject to the agency's jurisdictional determination and discretion.

Task 5.2 Deliverables



- + Permit application with drawings
- + Permit correspondence, clarifications, etc.

Task 5.3 Final Engineering (CD)

Upon receipt of permit approvals (or indications they are forthcoming), and at your direction, we will prepare the final design and construction drawings, specifications, and cost estimates necessary to bid and construct the marina project elements. These documents will be stamped and certified by Wisconsin licensed professional engineers, landscape architects, and architects as appropriate and affixed with the appropriate seals and signatures. The final engineering will include design calculation, drawings, and other studies needed to execute the proposed elements of construction.

We will plan to meet with you at key points in the development process to review plans, and address comments. We anticipate 50% and 90% review submittals with review periods and follow up meetings, at minimum.

Task 5.3 Deliverables



- + 50%, 90%, and 100% Drawings and Specifications
- + Meeting agendas/summaries

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Task Six

Site Engineering and Design

Task 6.1 Preliminary Site Engineering, Landscape Architecture and Permitting (DD)

Using the consensus plan and phasing strategy, record plan information, site information collected, and the characteristics of the site, the Edgewater team will initiate design of the upland site, including underground utility systems, roads, parking areas, green space, fencing, lighting, security and access control systems, and other site components outlined in the RFP and the consensus plan. Design will be advanced to approximately 30% level and an updated construction cost estimate will be developed.

During this phase, we will also seek necessary local and state approvals for infrastructure (potable water distribution, wastewater, soil erosion and sedimentation control, etc.) and for zoning and site improvements. We anticipate upland approvals will be straightforward, as the site use will remain consistent with existing uses.

Task 6.1 Deliverables

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- + 30% Site Design Plans
- Specifications Outline
- + Local/State permit/Approvals submissions

Task 6.2 Final Site Engineering and Landscape Architecture (CD)

Either concurrently for prior to Final Marina Engineering, we will prepare the final site design and construction drawings, specifications, and cost estimates necessary to bid and construct the site project elements. These documents will be stamped and certified by Wisconsin licensed professional engineers, landscape architects, and architects as appropriate and affixed with the appropriate seals and signatures. The final engineering will include design calculation, drawings, and other studies needed to execute the proposed elements of construction.

We will plan to meet with you at key points in the development process to review plans, and address comments. We anticipate 50% and 90% review submittals with review periods and follow up meetings, at minimum.

Task 6.2 Deliverables



- + 50%, 90%, and 100% Drawings and Specifications
- + Meeting agendas/summaries

Task Seven

Architectural Design Services

Task 7.1 Schematic Design (SD)

Edgewater site and building design services are organized into the tasks needed for implementation of four new buildings at the Harbor Centre Marina along with the immediately surrounding site. The architectural scope of work includes new construction for:

- The Restaurant and Event building of approximately 12.000 sf
- The Marina Administration Building of approximately
- The Fuel Service Building at approximately 2,900 sf
- The Great Lakes Education Building of approximately 9,000 sf – excluded from this scope of work, but acknowledged as a future phase
- Uplands and Park area future phase buildings could include a new gateway Bathhouse near the playground and a new North Restroom as noted in the Master Plan but not included in this proposal.

Accomplishing building design for each building type is a sequential series of design services beginning with Schematic Design to define each respective Program and Scope of work. Once defined, the design process continues with Design Development, Construction Documents, Bidding Assistance and Construction Administration.

Based on the information gathered in Tasks One, Two, and Three, we will define the Building Program and prepare up to three (3) schematic design concepts that explore alternative strategies to best accomplish planning for each building. Specific tasks for each building include:

- Schematic design level Floor Plans and Exterior Elevations for owner review
- Owner and architect progress meetings at 50% and 90%
 SD completion
- 3D digital model views as needed for design clarification and visualization
- Review and Compliance with local Zoning Ordinances,
 State of Wisconsin Building Codes including ADA design requirement and Energy efficiency codes
- Adjacent Site requirement considerations for ADA compliant accessibility for parking and pedestrian pathways, user connections to green spaces and docks and exterior lighting for safety and ambience.
- Utility Considerations, including Potential Renewable
 Energy Generation Strategies
- Final schematic design meeting with owner and stakeholders for Schematic Design approval
- Initial Schematic Design level Cost Estimate.

Task 7.1 Deliverables

- + Building Program of uses, space sizes and scale
- + Schematic design (30%) completion architectural plans
- + Graphics required for specific presentations
- + Meeting agendas and minutes

Task 7.2 Design Development (DD)

The Design Development phase of work refines the approved Schematic Design plans to include selection options for materials, fixtures, components, and mechanical, electrical, and plumbing systems to be incorporated into the project. Building sections, construction types for assembly and structural systems are developed as we define the character and scale to

be in harmony with the Harbor Centre Marina branding and identity. Specific tasks will include:

- Approved Schematic Design plans are developed into a digital base set for collaboration with consultant design disciplines:
 - Civil engineering, site drainage, parking, and utility connections
 - Landscape design and accessibility
 - Structural system design
 - Mechanical, Electrical and Plumbing systems coordination
- Design development revisions integrate the following to the plans:
 - Foundation and structural framing systems
 - Building sections for construction assembly
 - Integration and design of Mechanical, Electrical and Plumbing systems
 - Exterior Elevations are studied for material choices and details
 - Interior space planning design in collaboration with proposed users
 - Door, Window, Hardware and Interior finish design and schedules initiated
- 3D model views as needed for clarification and presentation
- State of Wisconsin Building Code, ADA, Permitting and local Zoning review are documented
- (2) Progress meetings at 50% and 90% DD completion
- 50% Written Specification
- 50% complete Cost Estimate
- Quality Assurance/Quality Control project review and coordination
- Owner / Stakeholder sign off and approval to proceed to the next documentation stage.

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Task 7.2 Deliverables



- + Design Development full set of plans
- + DD level cost estimate
- 3D digital model images for design clarity as needed
- Meeting Minutes

Task 7.3 Construction Documents (CD)

This phase of work will advance the approved design development documents into construction documents suitable for the construction of a complete and functional project. The construction documents include necessary specifications, details, and information to be issued for permitting, bidding, and construction. All documents will be comprehensive and well-coordinated between disciplines. The work will be completed to the standard of care utilizing professional skills and judgment which can be reasonably expected of licensed architects and engineers performing similar services. Drawings will be sealed by licensed professionals as required by the State of Wisconsin for a commercial building.

Task 7.3 Deliverables



- + Bid Documents and Construction/Building Permit acquisition plans to include:
 - + Cover Sheet of municipality required information and project location
 - + Site plans as required for new construction sealed and signed by an engineer licensed in the State of Wisconsin and defined in Task Four
 - + Existing Site Conditions and Demolition plan
 - + Proposed dimensioned site plan with all property, zoning, topography information within the limits of the identified project area
 - + Proposed Civil infrastructure including Utilities, Stormwater management, Zoning requirements, Site access and circulation within the limits of the identified project area and connections to surrounding areas of the park

- + Existing and Proposed hardscape, landscape, lighting, and site furnishing plans within the limits of the identified project area
- + Architectural Building plans, sealed and signed by a licensed professional in the State of Wisconsin
 - + Foundation plan and details coordinated with the Structural Engineer
 - + Structural framing and roof plans coordinated with the Structural Engineer
 - + Main floor plan
 - Second floor plan as needed
 - + Elevator plans if needed to be provided by professional consultant
 - + Roof plans
 - + (4) Building Elevations with material selections and colors
 - + (2) Building sections, wall sections and required
 - Interior elevations and details
 - Reflected ceiling plan if required
 - + Finish schedule with material selections, colors, and details
 - Window. Door and Hardware schedules and details
 - + Mechanical, Electrical and Plumbing and if required, Automatic Fire Suppression Sprinkler system plans in coordination with professional consultants
 - + Technology, Data, Security integration coordination with consultants or GC as required
 - + Compliance with all local and state building codes, zoning, permitting and ADA guidelines
 - + Written specifications
- + Up to four (4) Owner and Architect meetings for progress review at 50% and 90% plan completion and final reviews
- + Updated cost estimate
- + Meeting agendas and Minutes

Task Eight

Bidding Assistance

We will prepare and package appropriate bid documents, host pre-bid meetings, attend bid openings, review bids, and assist with negotiation of contractor contracts. The Edgewater Resources team will comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this contract, and with other programs as may be required by governmental and quasi-governmental authorities for inclusion in the contract documents.

During the bidding process our team will provide formal responses and clarifications to bidders through formal addenda, as needed. As bids are received, we will prepare tabulations, review of submittal packages, bid alternate evaluation, and recommendations for award.

Based upon the project scope, we anticipate that a minimum of four bid/contract packages will be required, including the following:

- Building Demolition and Environmental Remediation, if required
- Site Infrastructure
- Buildings (3)
- Marina

Task 8 Deliverables



- + Attendance at four (4) pre-bid meetings
- Attendance at four (4) bid openings and internal bid review meetings
- + Response to RFI's/Addenda preparation
- + Attendance at Post-bid/Best Value Interviews, as requested
- + Bid Award Recommendations (4)

Task Nine

Construction Administration

We will support the construction process by acting as your representative observing the progress of the work during construction for conformance with the drawings, permits, and specifications as requested. Our Team will review construction submittals and maintain submittal logs. We will provide clarifications to the drawings through the RFI process and provide bulletins as needed for the Contractor to price changes to the work for your consideration. This proposal anticipates a construction period of approximately 18 months, during which we will make periodic site visits as requested and attend progress meetings. The project team will stay involved and be available to answer questions and solve problems via calls and MS Teams meetings throughout construction. This task will be dependent upon the final project scope established in Task Three.

Specifically, following substantial completion of the marina electrical system, our Team will provide an electrical commissioning site visit to verify the operation of the marina electrical system including compliance with NEC and Technical Specifications including GFPE trip levels and trip timing. This electrical testing effort will be led by Gary Loftis of Maffett Loftis Engineering who has extensive experience in the design and testing of these systems and also is a member of the NEC code making panel for Article 555 Marinas and Boatyards.

Tasks include but are not limited to:

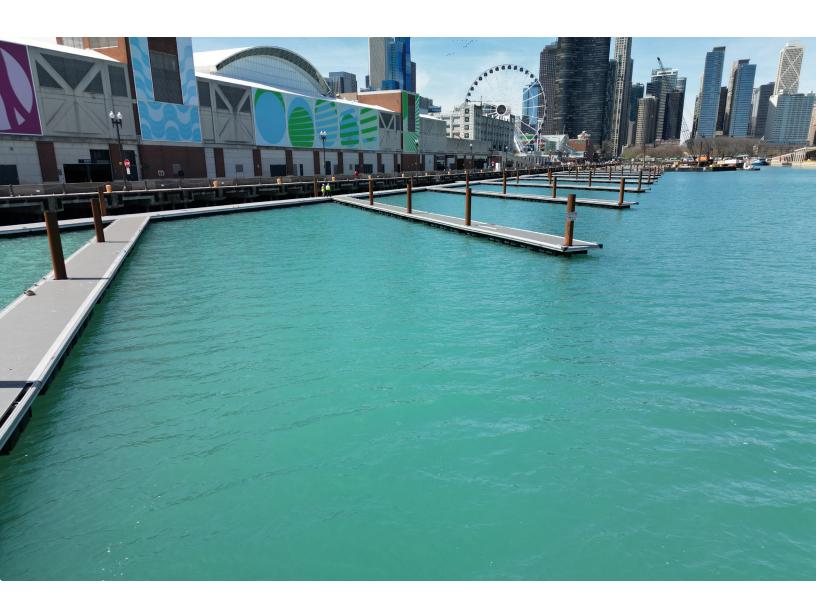
- Attendance at four (4) Pre-Construction Meetings per construction contract
- Attend construction progress meetings either in person or online via Teams, monthly at minimum
- Respond to RFI's, Create Bulletins, Review Shop Drawings, Change orders, and Punch list close out
- Attend one (1) Punch List meeting on site per construction contract (anticipate 4 contracts)
- Marina electrical commissioning and report
- Meeting Agendas and Minutes

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Task Ten

Full-Time Resident Construction Administration

Because of the size and complexity of the initial phase, as outlined in the RFP, and due to prior indications that a full-time representative may be required, this task is included as an option. The estimated fee for 18 months of full-time site representation has been provided in the fee section of this proposal. This scope anticipates that a senior level, experienced expert will be present on site to maintain a constant presence and continuity between the multiple construction contracts. The full time representative would track the overall progress of each contract, verify that required reporting and tracking is completed, and will be ultimately responsible for coordinating the engineering and architecture teams and the contractors on site, and for providing communications regarding progress, construction issues, and other critical events between the consultant team, contractor and the City.



Design Schedule (5h)

As noted in Addendum I, the project schedule will be fluid and will be based upon the design and approval process.

We will coordinate with you to confirm a schedule and milestones that achieve the City's goals. As the plans and phasing are confirmed, and as permits and investigations are completed, we will actively communicate timelines and work with you to adjust on the fly throughout the design, bidding, and construction phases.

The following represents an initial schedule for discussion as we kick off the process.



2025 Q3 — **Kickoff Meeting** Site investigations and survey **Schematic Design** Review/confirm Master Plan and Phasing Analysis **Begin Consensus Building** 2025 Q4 -**Continue Consensus Building** Design development Regulatory/permit processes **Funding Strategies/Grants** 2026 QI -**Continue permit processes** Final design/construction documents 2026 Q2 -Continue final design/construction documents Bidding/contracts- demo, site/civil, underground utilities 2026 Q3 — Bidding/contracts- buildings, marina Construction- demo, site/civil, underground utilities

Construction-buildings, marina, site/civil

Construction/Closeout 2027

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6. Construction Costs



Waterfronts Worldwide





Construction Costs

Cost Control Methods and Cost Estimates

In the preparation of cost estimates (opinions of probable construction cost), we utilize bid data from similar recent projects within the region and our knowledge of construction costs. Early in the process, during concept and schematic design, line items typically represent larger components of the project lumped into fewer lines. And contingency percentages will be higher, based upon a higher level of uncertainty. As the design process advances, line items will become more granular and will begin to represent the bid items that will eventually be advertised to potential bidders. The contingency percentage will be lowered as the design is confirmed, and data is gathered.

We will constantly apply new cost data from other projects to ensure estimates represent the latest data available. In some cases, we will reach out to known contractors or manufacturers to confirm the cost of various components.

As we approach the bidding process, we often include alternative bid items to allow flexibility in the award amount. These alternative bid items could be deductive alternates such as alternative decking to save cost if needed or additive alternatives such as expanded scope items if bids come in lower than expected. Ultimately, if bid amounts exceed budgets, we are capable of 'value engineering' various items in an effort to reduce costs. This process of value engineering is not ideal, but we have the knowledge and experience to determine how the project can be modified if necessary, while preserving function.

Market and construction costs have been volatile in recent years, and it will be important to plan for the uncertainty. We are working on marina projects daily and our continuous exposure to the marine construction market, as well

as the adjacent upland construction market allows us to provide the best possible cost insights for estimating purposes. In the past few years, despite the unpredictable nature of the construction market, many of our estimates have been within five percent of the awarded bid amount, and some have been within one percent.

Steps in Our Standard Change Order Procedure

During construction, changes are the only constant. As the need for changes arise, we will work with the contractor to identify the following:

- Why is modification needed?
- What is the cost implication?
- What is the schedule implication?

Once the above evaluations have been made, we will collaborate to minimize the cost and/or schedule impacts to the project, evaluate the contractor's request, and present options to you with a recommendation.

EDGEWATER RESOURCES WATERFRONTS WORLDWIDE

Project Construction Cost Understanding

Although not specifically requested in the Request for Proposals, the Edgewater team has reviewed the scope items outlined for inclusion in the initial phase and isolated the estimated construction costs reported in the marina Master Plan. Individual line items and unit costs have not yet been independently verified.

The following is a result of the exercise and has been relied upon for the budgeting of the fees presented herein. As outlined above in the Work Process section of this proposal, the Edgewater team will work to confirm the plan and phasing strategy with the City, and subsequently will adjust the scope of work and fees to best meet the City's intended plan.

I. SITE PREPARATION AND INFRASTRUCTURE	QTY	UNIT	UNIT COST	FULL BUILD	RFP - PHASE I
Site Preparation and Demolition	I	LS	\$1,500,000	\$1,500,000	\$1,500,000
Mobilization	I	LS	\$2,500,000	\$2,500,000	\$1,250,000
Site Water Service	I	LS	\$100,000	\$100,000	\$100,000
Site Electrical Service and Lighting	I	LS	\$2,250,000	\$2,250,000	\$2,250,000
Site Sanitary Sewer	I	LS	\$300,000	\$300,000	\$300,000
Site Stormwater	ı	LS \$75,000		\$75,000	\$75,000
	\$6,725,000	\$5,475,000			

2. MARINA	QTY	UNIT	UNIT COST	FULL BUILD	RFP - PHASE I
Marina and Admin Building	8,000	SF	\$600	\$4,800,000	\$4,800,000
Fuel Service and Park Maintenance Building	2,900	SF	\$400	\$1,160,000	\$1,160,000
Docks	36.210	SF	\$75	\$2,715,750	\$2,715,750
Wave Attenuator Dock	6,225	SF	\$150	\$933,750	\$933,750
Floating Marina Buildings	4,676	SF	\$500	\$2,338,000	
Floating Marina Buildings Platform	14,465	SF	\$75	\$1,084,875	
Piling	240	EA	\$5,000	\$1,200,000	\$1,200,000
Gangways (1-60ft. ADA, 3-35')	I	LS	\$95,000	\$95,000	\$95,000
Dredging	I	LS	\$375,000	\$375,000	\$375,000
Fuel System Replacement	I	LS	\$350,000	\$350,000	\$350,000
Pump Out	I	LS	\$35,000	\$35,000	\$35,000
North Sand Deposit Stone Cover	1000	TON	\$110	\$110,000	
	\$15,197,375	\$11,664,500			

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3. PROMENADE	QTY	UNIT	UNIT COST	FULL BUILD	RFP - PHASE I
Pathways	170,886	SF	\$10	\$1,708,860	\$854,430
Kiosks	870	SF	\$300	\$261,000	
Parking Lot	10,095	SY	\$35	\$353,325	\$353,325
Restaurant and Event Building	12,000	SF	\$700	\$8,400,000	\$8,400,000
Water Education Building	9,900	9,900 SF \$700		\$6,930,000	
Site Stormwater	l LS \$75,000		\$75,000	\$75,000	
	\$17,728,185	\$9,682,755			

4. GATEWAY PLAZA, PARK SPACE, BEACH	QTY	UNIT	UNIT COST	FULL BUILD	RFP - PHASE I
Plaza Building	4,500	SF	\$500	\$2,250,000	
Ice Ribbon	I	LS	\$1,500,000	\$1,500,000	
Splash Pad	I	LS	\$650,000	\$650,000	
Pickleball Courts	8	EA	\$30,000	\$240,000	
Lottie Cooper Move and New Site	I	LS	\$750,000	\$750,000	
North Beach Restroom Building 1,000		SF	\$400	\$400,000	
Playground	I	LS	\$1,250,000	\$1,250,000	
Plantings	I	LS	\$150,000	\$150,000	
Shade Structure	Shade Structure 2,300 SF \$500				
	\$8,340,000				

5. ROTARY PARK	QTY	UNIT	UNIT COST	FULL BUILD	RFP - PHASE I
Kayak Launch	I	LS	\$10,000	\$10,000	
Concessionaire Kiosk	100	SF	\$300	\$30,000	
Shelter	1000 SF \$500		\$500,000		
	\$540,000				

6. PIER AT PENNSYLVANIA	QTY	UNIT	UNIT COST	FULL BUILD	RFP - PHASE I
Pier	I LS \$3,500,000		\$3,500,000		
	\$3,500,000				
	\$52,030,560	<u>\$26,822,255</u>			

7. ADDITIONALS	QТY	UNIT	UNIT COST	FULL BUILD	RFP - PHASE I
Mobilization				\$2,601,528	\$1,341,113
Construction Contingency 30%				\$15,609,000	\$8,047,000
Design and Permitting Contingency 20%				\$10,406,000	\$5,364,000
	\$28,616,528	\$14,752,113			
	\$80,647,088	\$41,574,368			

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7. Legal Concerns



Waterfronts Worldwide



& Insurance

Arbitration Claim

A Demand for Arbitration was brought by Edgewater Resources to Respondent Ryan Leestma for Breach of Promissory Note and Confession of Judgment. The Promissory Note is dated August 9, 2024 with arbitration clause incorporated by reference. The claim is for non-payment for work performed under contract for design, engineering, permitting and bidding assistance for Adelaide Pointe, a mixed-use and marina development in Muskegon, MI.

Insurance **Information**

We have provided a certificate of insurance that shows our General and Professional Liability insurance coverages on the following page.

Arbitration Acknowledgement of Addendum

Addenda I & 2

Edgewater Resources hereby acknowledges receipt of Addenda I and 2.





EDGEWATER RESOURCES WATERFRONTS WORLDWIDE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT Gretchen French

Insurance Management Service, Inc.					PHONE (A/C, No, Ext): (269) 983-7101 FAX (A/C, No): (269) 983-7109					
501	Main Street				E-MAIL ADDRESS: gfrench@imsinsuranceagency.com					
РО	Box 88				INSURER(S) AFFORDING COVERAGE					NAIC #
Sair	nt Joseph			MI 49085-0088	INSURER A: Cincinnati Insurance Co.				10677	
INSU	RED				INSURER B: The Accident Fund					10166
	Edgewater Resources LLC				INSURE	A desiral I	Insurance Com	pany		24856
	Po Box 960				INSURE					
					INSURE					
	Saint Joseph			MI 49085-0960	INSURE					
CO	/ERAGES CER	TIFIC	ATE I	NUMBER: 2025	oon			REVISION NUMBER:	·	
IN CE EX	IIS IS TO CERTIFY THAT THE POLICIES OF I DICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERTA (CLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TI LICIE	NT, TE	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTRA E POLICI	ACT OR OTHER ES DESCRIBEI ED BY PAID CL	R DOCUMENT \ D HEREIN IS S _AIMS.	WITH RESPECT TO WHICH TI	HIS	
NSR LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	Ψ	0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	_{\$} 500,	
								MED EXP (Any one person)	\$ 10,0	
Α				ENP 0672826		12/01/2024	12/01/2025	PERSONAL & ADV INJURY	Ψ	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	Ψ	0,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	OTHER:							COMPINED ONIOLE LIMIT	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
	ANY AUTO OWNED SCHEDULED			l				BODILY INJURY (Per person)	\$	
Α	AUTOS ONLY AUTOS			ENP 0672826		12/01/2024	12/01/2025	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	HIRED NON-OWNED AUTOS ONLY							(Per accident)	\$	
				<u> </u>					\$	
	UMBRELLA LIAB OCCUR			5115 0050000		10/01/0001	10/04/0005	EACH OCCURRENCE	φ .	0,000
Α	EXCESS LIAB CLAIMS-MADE			ENP 0672826		12/01/2024	12/01/2025	AGGREGATE	\$ 8,00	0,000
	DED RETENTION \$ WORKERS COMPENSATION			<u> </u>				✓ PER OTH-	\$	
	AND EMPLOYERS' LIABILITY Y/N						➤ PER STATUTE OTH- ER	4.00	0.000	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		100011944		03/02/2025	03/02/2026	E.L. EACH ACCIDENT	1.00	0,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	4.00	0,000
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	φ	0,000
^	Professional & Pollution Liability			F000000070700		05/07/0005	05/07/0000	Per Claim		00,000
С				EO00006273702		05/07/2025	05/07/2026	Per Aggregate	\$4,0	00,000
DESC	 CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	D1, Additional Remarks Schedule,	may be at	ttached if more sp	pace is required)			
CEF	RTIFICATE HOLDER				CANC	ELLATION				
	City of Sheboygan 828 Center Ave.				THE	EXPIRATION DORDANCE WIT	DATE THEREOF	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		BEFORE
Sheboygan WI 53081 AUTHORIZED REPRESENTATIVE Tuk n. Halp										

ACORD 25 (2016/03)

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8. Fees



Waterfronts Worldwide



Fees

The fees outlined here are based on the original scope of construction outlined in the request for proposal.

As we recognize the final scope of construction may need to be adjusted to match available budgets, **we propose to complete the schematic design phase for the lump sum budget outlined below.** Upon clarification of the final scope of construction, we will work with you to adjust the fees outlined below from Design Development onward to correspond with the final scope and project phasing.

I. Schematic Design (SD)		
SD Subtotal	\$20	00,000
2. Design Development (DD)		
Design Development	\$8	18,677
Investigations	\$1	11,823
a. Environmental - Lead and Asbestos Evaluation (3 buildings)	\$25,645	
b. Environmental – Tank System Closure and Reporting	\$16,178	
c. Geotechnical Site Investigation Budget (8 Borings)	\$25,000	
d. Geotechnical Basin Investigation Budget (6 Borings)	\$45,000	
DD (Site, Marina, Architectural) Subtotal	\$93	30,500
3. Construction Documents, Bidding, Contracts (CD)		
CD Subtotal	\$1,4	453,500
4. Construction Administration and Construction Closeout (CA)		
CA Subtotal	\$64	46,000
DD, CD, CA Subtotal	\$3,0	030,000
Task I-4 Subtotal	\$3,2	230,000

The above Scope includes part-time, on site construction administration. If a full-time representative is needed on site during the entire elapsed time of construction, the following Task 5 is presented. This option is offered for budgetary information based upon the information requested in the RFP and subsequent addenda.

5. Full Time, On Site Construction Administration (18 Months)	
Full Time CA Subtotal	\$820,320
Task I-5 Subtotal	\$4,050,000

For the scope described above, all reimbursable costs are anticipated to be \$30,000 or less, in addition to the totals shown.

The following estimated fees for the alternative scopes of work are offered for consideration in addition to the fees described above. The fees below assume the alternatives are authorize in addition to the full scope of work for the initial phase. Please note that the amounts below represent fee estimates based upon the data included in the RFP and Master Plan documents. If alternate scopes of work are authorized, the engineering, architecture, and construction administration scopes of work will be incorporated into the work process tasks as defined herein.

Alternate A Estimated Fee					
Education Building Design and Construction Administration	\$832,000				
Alternate B Estimated Fee					
Marina "Floating" Buildings Platforms (Platforms only, Buildings Excluded)	\$108,000				

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FEE SCHEDULE

BASIS OF COMPENSATION

The compensation of Edgewater Resources, LLC for professional services is based upon hourly rates as indicated below.

TITLE	RATE
Sr. Principal	\$254.00
Principal	\$230.00
Sr. Architect	\$204.00
Sr. Engineer	\$204.00
Sr. Landscape Architect	\$204.00
PM Engineer	\$181.00
Project Landscape Architect	\$181.00
Project Engineer	\$165.00
Project Director	\$153.00
Landscape Designer	\$153.00
Staff Engineer	\$153.00
Administration	\$115.00
Intern	\$103.00

Please Note:

Expenses connected with the work such as travel, vehicle rental, equipment rental, subsistence, lodging, etc., will be charged at cost.

Vehicle mileage will be charged at the standard, federal, per mile rate.

Printing expenses will be charged as follows: standard b/w format prints /copies @ \$0.25/page; large format b/w prints/copies @ \$0.40/sq.ft.

Large format color prints/copies range from \$5-15 / l.f. for non-mounted/non-laminated b&w or color prints.

Drone services will be charged at \$20 per hour, or \$100 per day.

Wave sensor usage will be charged at \$100 per week, or \$300 per month.

Any labor expended in support or performance of expert services and litigation activities shall be 1.5 times the above standard hourly rates.

Any labor expended associated with numerical wave modeling software shall be charged at 1.25 times the above standard hourly rates.

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550 West Jackson Boulevard, Suite 1200 Chicago, IL 60661

312.704.9300 • collinsengr.com

Collins Engineers, Inc.

Engineering Services Table of Rates

Effective Date Range 01/01/2025 - 12/31/2025

Ellective Bate Hange 01/01/2025	12/31/2023			Ov	ertime	
Classification		Rate / Hour		Rate / Hour		
		\$				
Principal Engineer (E8)			492.00	\$	492.00	
Principal Engineer (E7)			382.00	\$	382.00	
Senior Engineer (E6)			300.00	\$	300.00	
Senior Engineer (E5)			256.00	\$	256.00	
Engineer (E4)			226.00	\$	226.00	
Engineer (E3)			195.00	\$	195.00	
Junior Engineer (E2)			162.00	\$	162.00	
Junior Engineer (E1)			140.00	\$	140.00	
Senior Engineering Technician, Designer (T3)			179.00	\$	223.75	
Senior CAD Technician (D3)			165.00	\$	206.25	
Technician (T2)			136.00	\$	170.00	
CAD Technician (D2)			131.00	\$	163.75	
Junior CAD Technician (D1)			93.00	\$	116.25	
Junior Technician (T1)			95.00	\$	118.75	
Project Administrator		\$	137.00	\$	137.00	
Project Planner		\$	159.00	\$	198.75	
Clerical (C2)		\$	131.00	\$	163.75	
Clerical (C1)		\$	92.00	\$	115.00	
				Ov	ertime	
Underwater Investigation		Rate / Day		Rate / Day		
Diver - All Classifications	(Additional Labor Cost Per Day at diving site		,			
2.70. 7 m Gladdingalions	in diving or standby capacity.)	\$	300.00	\$	300.00	
Rope Access Investigation			Rate / Day		Rate / Day	
Rope Access Technician - All Classifications						
	(Additional Labor Cost Per Day at site where Rope Access Techniques are used.)	\$	165.00	\$	165.00	

Expenses will be billed as follows:

Actual Cost
Current GSA ME&I Per Diem Rates
Actual Cost
g Actual Cost
Actual Cost
Actual Cost
\$80.00 per day
er \$110.00 per day
er \$150.00 per day
er \$190.00 per day
ile Current IRS rate per mile plus tolls

Testimony and Preparation for Testimony before Courts, Commissions, etc.

Officer-Principal Engineer All Other Classifications

At Above Standard Rates

Payment is due within thirty days after submission of invoices.

ENGINEERING INGENUITY AND SOLUTIONS; REALISTIC, HONEST ANSWERS

MLE 2025 HOURLY RATES

TITLE	HOURLY RATE
Principal Engineer, Engineer of Record	\$275
Project Manager	\$225
Engineer	\$175
Designer	\$125
Draftsman	\$105
Clerical	\$85

MLE Overtime Policy

We will pay for overtime work according to local and national laws.

If you are an exempt employee, you are not entitled to overtime pay by federal law. In the event that an exempt employee must work overtime, we will set a cap for overtime hours at 10 hours per week to prevent overworking and burnout. MLE may elected to pay overtime for certain projects or situations.

If you are a non-exempt employee, you are entitled to overtime pay of one and a half times your wage. Please record your overtime hours accurately, so we can calculate your pay correctly. We also ask you to work overtime only after it's authorized by your supervisor to make our record-keeping easier.



EDGEWATER RESOURCES WATERFRONTS WORLDWIDE 9 216



Ramboll's schedule of hourly rates by employee classification is presented in Table 2 below.

Table 2: Ramboll Project Labor Rates

Labor Category	Classification	Labor Rate
Project Principal (Principal)	L9	\$325
Senior Managing Consultant	L8	\$315
Managing Consultant	L7	\$285
Sr. Consultant 2	L6	\$240
Sr. Consultant 1	L5	\$220
Engineer/Geologist (Consultant 3)	L4	\$200
Engineer/Geologist (Consultant 2)	L3	\$175
Field Staff (Consultant 1)	L2	\$150
CAD/GIS Drafting	L1	\$150
Administrative Support	L1	\$120

Notes:

- 1. Reimbursable expenses for travel and accommodations, equipment charges, priority mail, overnight delivery, and outside reproduction and courier services will be billed at cost, plus 15 percent.
- 2. Project-related communications, to include in-house telephone, facsimile, postage, and reproduction, computers, data compilation, and Computer Aided Design and Drafting ("CADD") will be charged at 6 percent of total labor
- 3. A 15% mark-up will be added to all subcontracted services (laboratory, private utility locator, surveyors, etc.).

Table 3: Field Equipment and Project Expenses

Description	Units	Unit Cost
PID (10.6 ev lamp)	day	\$70
X-ray fluorescence (XRF) analyzer	day	\$610
Ramboll owned vehicle charge	day	\$125
Personal Vehicle Mileage (federal rate) ¹	mile	\$0.70
Notes:		

^{1.} Based on project needs, distance to site and other factors, Ramboll may elect to rent a vehicle for site visits and field work. Typical vehicle rental rates, based on our company preferred provider fee schedule are between \$40 and \$70/day. Fuel expense is additional.

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9. Grant Writing



Waterfronts Worldwide



Successful Grant Applications

We've worked with local municipality representatives, state agency coordinators and federal program directors to ensure a successful process and outcome for each project type.

Experience in Successful Grant Applications related to Public Marinas:

Project Name	Location	Grant Amount	Program	Purpose of Funding	Dept. or Agency Contact
Sebewaing Harbor/ Marina	Sebawing, MI	\$10,535	Mi Waterways	Engineering grant and study	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
Hessel Marina Phase I	Clark Township, MI	\$100,000	MI Waterways	Hessel Marina Breakwall, Boater Amenity Building	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
Port Sanilac Marina	Port Sanilac, MI	\$22,500	MI Waterways	Engineering grant and study	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
Hessel Marina Preliminary Engineering	Clark Township, MI	\$15,000	MI Waterways	Engineering grant and study	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
Lake St. Clair Metropark North Marina	Harrison Township, MI	\$294,000	MI Waterways	Preliminary Engineering	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
South Haven Northside Marina Phase I	South Haven, MI	\$785,799	MI Waterways	Emergency Repairs	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
Harrisville Harbor	Clark Township, MI	\$47,100	MI Waterways	High Water Damage repairs	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
South Haven Northside Marina Phase 2	South Haven, MI	\$750,000	MI Waterways	Emergency Repairs	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
Harrisville Harbor	Clark Township, MI	\$500,000	MI Waterways	High Water Damage repairs	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
Gull Lake Ramp and Skid Pier	Prairieville Township, MI	\$128,803	MI Waterways	Ramp and Skid Pier replacement	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
Harrisville Harbor	Clark Township, MI	\$499,475	MI Waterways	North and South dock replace- ment and repairs	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
Hessel Marina	Clark Township, MI	\$19,500	MI Waterways	Renovation preliminary engineering	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
New Buffalo Marina	New Buffalo, MI	\$15,000	MI Waterways	Preliminary Engineering	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
South Haven Southside Marina	South Haven, MI	\$100,000	MI Waterways	Electrical upgrades	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
New Buffalo Marina	New Buffalo, MI	\$500,000	MI Waterways	Broadside dock and erosion control	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
F. Grant Moore Phase 2	Boyne City, MI	\$500,000	MI Waterways	Marina improvements	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
New Buffalo Marina	New Buffalo, MI	\$189,481	MI Waterways	Marina electrical improvements	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
New Buffalo Marina	New Buffalo, MI	\$500,000	MI Waterways	Dock improvements: Non-emergency	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
F. Grant Moore Phase 2	Boyne City, MI	\$500,000	MI Waterways	Marina improvements: Non-emergency	DNR Waterways - Curt Wemple WempleCI@Michigan.gov
City of St. Clair Marina	St. Clair, MI	\$35,000	MI Waterways	Preliminary Engineering	DNR Waterways - Curt Wemple WempleC1@Michigan.gov

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Continued...

Grant Name	Location	Grant Amount	Program	Purpose of Funding	Dept. or Agency Contact
Orleans	New Orleans, LA	\$22,436	CVA	Pump-out facilities	LA Wildlife & Fisheries Melissa Longman mlongman@wlf.la.gov
South Shore	New Orleans, LA	\$22,436	CVA	Pump-out facilities	LA Wildlife & Fisheries Melissa Longman mlongman@wlf.la.gov
Chicago Gateway Harbor	Chicago, IL	\$3,100,00	Boating Infrastructure	Tier II- Marina engineering, permitting and construction	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
Port Rochester Marina	Rochester, NY	\$1,450,000	Boating Infrastructure	Tier II- Marina engineering, permitting and construction	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
East Tawas Marina	East Tawas, MI	\$1,300,000	Boating Infrastructure	Tier II- Marina engineering, permitting and construction	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
Ottawa Beach Marina	Holland, MI	\$642,917	Boating Infrastructure	Tier II- Marina engineering	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
Seneca Lake Marina	Seneca Lake, NY	\$649,732	Boating Infrastructure	Tier II- Marina engineering	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
Discovery Center and Pier	Traverse City, MI	\$847,955	Boating Infrastructure	Tier II- Marina engineering	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
DeRivera Park Trust	Put-In-Bay, OH	\$1,430,886	Boating Infrastructure	Tier II- Marina engineering, permitting and construction	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
Lexington State Harbor	Lexington, MI	\$1,200,000	Boating Infrastructure	Tier II- Marina engineering, permitting and construction	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
Spring Lake Transient Marinas	Spring Lake, MI	\$956,152	Boating Infrastructure	Tier II- Marina engineering, permitting and construction	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
South Padre Marina	South Padre Island, TX	\$181,125	Boating Infrastructure	Tier I- Marina engineering	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
Cape Vincent Marina	Cape Vincent, NY	\$599,866	Boating Infrastructure	Tier II- Marina engineering, permitting and construction	U.S. Fish & Wildlife Service Paul Van Ryzin paul_vanryzin@fws.gov
Waukegan Port Authority	Waukegan, IL	\$12,000,000	Rebuild Illinois	Port engineering and construction	Illinois DOT Greg Lupton greg.lupton@illinois.gov
Gooseberry Point Launching Pier	Lummi Nation, Bellingham, WA	\$11,000,000	Port Infrastructure Dev.	Launching pier engineering, permitting and construction	MARAD DOT Xochitl Castañeda xochitl.castaneda@dot.gov

Edgewater has assisted in securing and administrating over \$30,000,000 in additional funding for private marinas, shoreline stabilization and coastal studies grant funding.

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10. Alternate



Waterfronts Worldwide



Alternative Scope of Work



Alternate A

Education Building Design and Construction Administration

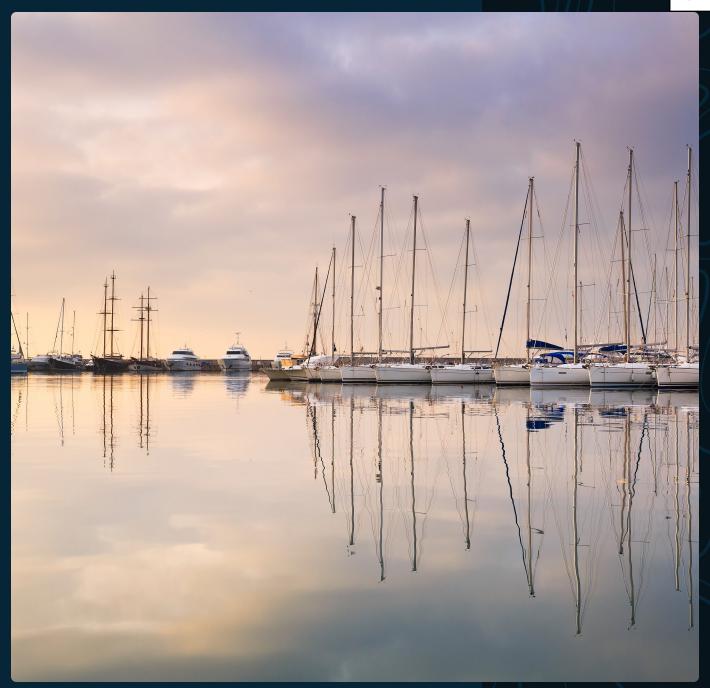
The Edgewater team will include design and construction administration services for the 9,900 square foot Education Building, in addition to the full scope of work offered herein. Specific related scopes of work would be incorporated into the Work Process tasks described on the previous pages.

Alternate B

Marina "Floating" Building Platforms (Platforms Only, Building Excluded)

The Edgewater team will include design and construction administration services for the two building platforms (14,465 square feet total) which would eventually support the two marina buildings shown in the Master Plan. The design and construction administration of the buildings themselves are excluded from this alternative scope item. Specific related scopes of work would be incorporated into the Work Process tasks described above.

EDGEWATER RESOURCES WATERFRONTS WORLDWIDE 1 222



CONTACT

518 BROAD ST, SUITE 200 ST. JOSEPH, MICHIGAN 49085

MMORPHEY@EDGEWATERRESOURCES.COM EDGEWATERRESOURCES.COM

M 269 338 5599

O 269 932 4502

CITY OF SHEBOYGAN RESOLUTION 122-25-26

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 3, 2025.

A RESOLUTION vacating a 1034.86 square foot portion of right-of-way on the south side of North Franklin Street adjacent to Parcel 59281111200 located in part of Lots 15, 16, and 17, Block 313 of Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

WHEREAS, pursuant to Wis. Stat. § 66.1003(4), the Common Council of the City of Sheboygan (the "Common Council") declares that the public interest requires vacation of a portion of right-of-way north of Parcel 59281111200 as set forth in the attached and incorporated Exhibit A; and

WHEREAS, the area to be vacated is described on page 2 of Exhibit A and is hereinafter referred to as (the "Discontinued Property"); and

WHEREAS, the vacation and discontinuance of the Discontinued Property will not result in a landlocked parcel of property; and

WHEREAS, this Resolution was first introduced before the Common Council on November 3, 2025 (the "Resolution Introduction Date"); and

WHEREAS, the hearing on the passage of this Resolution is not less than forty (40) days after the Resolution Introduction Date; and

WHEREAS, a Notice of Hearing was duly published in *The Sheboygan Press* on November 21, November 28, and December 5, 2025, a copy of said Notice was served more than thirty (30) days prior to the hearing on the passage of this Resolution in the manner prescribed by law on the owners of all of the frontage of the lots and lands abutting upon the Discontinued Property or a waiver of notice thereof was received; and

WHEREAS, a public hearing was held before the Common Council on December 15, 2025 at 6:00 p.m. in the Sheboygan City Hall Council Chambers, 828 Center Avenue, Sheboygan, Wisconsin; and

WHEREAS, no written objection to said discontinuance and vacation as set forth in Wis. Stat. § 66.1003(4)(c) has been filed with the City Clerk / a written objection to said discontinuance and vacation was filed with the City Clerk as set forth in Wis. Stat. § 66.1003(4)(c), but at least two thirds (2/3) of the members of the Common Council have voted in favor of said discontinuance and vacation.

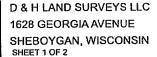
NOW, THEREFORE, BE IT RESOLVED: That the portion of roadway in the City and County of Sheboygan, State of Wisconsin, described on the attached and incorporated Exhibit A

is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.1003(4).

BE IT FURTHER RESOLVED: That the Discontinued Property herein described shall merge with the property adjacent to it and shall thereafter be considered as one. (Detach from 92532361 and attach to 59281111200)

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to cause the recording of a certified copy hereof together with a map of such vacated right of way in the office of the Register of Deeds for Sheboygan County, Wisconsin.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL				
Presiding Officer	Attest			
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan			



434 PENNSYLVANIA AVE PACEL NO. 59281111200

PART OF LOTS 15, 18 AND 17 BLOCK 313

OF OIGINAL PLAT AND VACATED NORTH FRANKLIN ST. CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

SEE SHEET 2 FOR COMPLETE LEGAL DESCRIPTION

Ż. 5th STREET

LINE	BEARING	DISTANCE
L1	S 88° 45'30" W	15.24
L2	N 02* 52'15' W	13,00
L3	S 35° 19'35" W	7,47
	C 017 14730* E	7.00

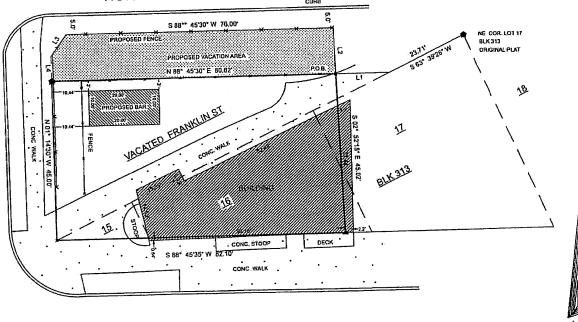
DENNIS J. VAN SLUYS S-1238 SHEBOYGAN,

THIS IS AN ORIGINAL PRINT OKLY
THIS IS TOUBRAFEGUARRATE IN PORTATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

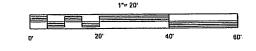
Dated this 13th day of April ,2022. REVISED 9/15/25

VACATION EXHIBIT

NORTH FRANKLIN STREET



PENNSYLVANIA AVE.



= IRON PIPE FOUND

▲ = SURVEY MARKER FD

* = CHISELED CROSS

DATA/CSHEB/HARBOR L-22079



D & H LAND SURVEYS LLC 1628 GEORGIA AVENUE SHEBOYGAN, WISCONSIN

SHEET 2 OF 2

LEGAL DESCRIPTION OF LOT

434 PENNSYLVANIA AVE.

PARCEL 5928111120

A PART OF LOTS 15, 16 AND 17 OF BLOCK 313 OF THE ORIGIANL PLAT

OF THE CITY OF SHEBOYGAN, SHEBOYGAN, COUNTY, WISCONSIN

AND PART OF VACATED NORTH FRANKLIN STREET DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 17;

THENCE S 63° 39'26° W., 23.71 FEET ALONG THE NORTH LINE OF SAID LOT 1;

THENCE S 88° 45'30° W., 15.24 FEET TO THE POINT OF BEGINNING;

THENCE S 02° 52'15° E., 45.02 FEET;

THENCE S 88° 45'35° W., 82.10 FEET ALONG THE NORTH LINE OF PENNSYLVANIA AVE.:

THENCE N 91° 14'30° W., 45.00 FEET ALONG THE EAST LINE OF N. 5TH STREET;

THENCE N 88° 45'30° E., 80.82 FEET TO THE POINT OF BEGINNING.



THIS IS AN ORIGINAL PRINT ONLY

THIS TOPIC CERTIFY THAT THE THY ORMATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Dennis J. Van Sluys S-1238

Dated this 13th day of April .2022. REVISED 9/15/25

VACATION EXHIBIT

LEGAL DESCRIPTION OF VACATION AREA AT 434 PENNSYLVANIA AVE. PARCEL 5928111120 A PART OF NORTH FRANKLIN STREET ADJACENT TO NORTH LINE OF LOT IN THE CITY OF SHEBOYGAN, SHEBOYGAN, COUNTY, WISCONSIN

DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 17;

THENCE S 63° 39'26" W., 23.71 FEET ALONG THE NORTH LINE OF SAID LOT 1;

THENCE S 88° 45'30° W., 15.24 FEET TO THE POINT OF BEGINNING:

THENCE N 02° 52'15" W., 13.00 FEET;

THENCE S 88° 45'30" W., 76.00 FEET;

THENCE S 35" 19'35" W., 7.47 FEET;

THENCE S 01° 14'30° E., 7.00 FEET ALONG THE EAST LINE OF N. 5TH STREET;

THENCE N 88* 4530° E., 80.82 FEET ALONG THE NORTH LINE OF NORTH FRANKLIN STREET TO THE POINT OF BEGINNING.

CITY OF SHEBOYGAN ORDINANCE 30-25-26

BY ALDERPERSONS MITCHELL AND PERRELLA.

NOVEMBER 10, 2025.

AN ORDINANCE amending various sections of the Sheboygan Municipal Code regarding administrative fees.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: <u>AMENDMENT</u> "Sec 2-449 Assessment Of Costs For Repair Of Damages To Public Property" of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-449 Assessment Of Costs For Repair Of Damages To Public Property

- (a) In addition to any penalties imposed for violation of section 12-631, 40-48, 48-250 or 60-74, any person who shall cause physical damage to or destroy any public property shall be liable for the costs of repairing such damages or replacing such property. The parents of any unemancipated minor child who causes such damage or destruction may be held liable for the cost of repairing such damages or replacing such destroyed property in accordance with Wis. Stats. § 895.035.
- (b) The costs of repairing such damages or replacing destroyed property will be billed based on an hourly charge for employee time and equipment usage, plus materials. The employee time charge will include wages and benefits, and the equipment usage will include a charge for maintenance and repair of the equipment. All materials used will be charged at actual cost, plus 30 percent, plus applicable sales tax, with a minimum fee of \$100.00. A schedule of employee wage and benefit rates and equipment usage charges shall be prepared and updated from time to time by the director of public works.

(Code 1997, § 2-399; Ord. No. 1-15-16, 5-19-2015)

SECTION 2: <u>AMENDMENT</u> "Sec 12-481 Abatement Of Nuisances" of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 12-481 Abatement Of Nuisances

- (a) If property is in violation of those provisions of this article that affect health or safety, the director of planning and development or, in the director's absence, a designee, may commence an action to abate such public nuisances.
- (b) If the director of planning and development or the director's designee deems it necessary to order the abatement or removal of a health or safety nuisance found on any premises or property, the director shall serve notice within a reasonable time of not less than 24 hours; and if the owner or occupant shall fail to comply with the notice, the owner or occupant shall be subject to the penalty provided in this division.
- (c) Any person to whom such order is directed shall comply therewith immediately but, upon petition to the board of appeals, shall be afforded a hearing in the manner prescribed in section 12-594. After such hearing, depending upon the findings of the zoning board of appeals as to whether the provisions of this article and of the rules and regulations adopted pursuant thereto have been complied with, the board of appeals shall continue such order in effect, modify or revoke it.
- (d) Upon the failure of the owner or occupant to abate any nuisance within the time allowed in the notice to abate and remove such nuisance, or if the owner is a nonresident of the city or cannot be found, the director of planning and development or the director's designee shall thereupon cause abatement and removal of such nuisance.
- (e) Unless otherwise ordered by the common council, the whole of the cost of abatement or removal of a nuisance by the director of planning and development or the director's designee, plus 50 percent, plus applicable sales tax, with a minimum fee of \$25.00, shall be collected from the owner or occupant or person causing, permitting or maintaining the nuisance, or such cost may be charged against the premises and, upon certificate of the director, assessed against the real estate and collected as are other special taxes.
- (f) Nothing in this article shall be construed or interpreted to in any way impair or limit the authority of the city to define and declare nuisances or the director of planning and development to cause the removal of abatement of nuisances by summary proceedings or other appropriate proceedings.

(Code 1997, § 26-703; Ord. No. 17-09-10, § 2, 9-21-2009)

SECTION 3: <u>AMENDMENT</u> "Sec 46-2 Penalties" of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 46-2 Penalties

(a) A violation of any of the sections in this chapter which results in any refuse or

recyclables being placed at the curb or alley line not suitable for collection shall, after reasonable effort to give 48 hours' notice to the abutting property owner or resident, be deemed just cause to be collected by the department of public works. The department of public works shall keep accurate account of the expenses of collection and disposal, and the whole of these expenses, plus 50 percent, shall be assessed to the property owner and, if not paid within the period fixed by the department of public works, shall become a lien on the property and shall automatically be included in the next tax collection and collected as other taxes are collected.

- (b) A violation of any of the sections of this chapter, other than those for which a penalty is specifically provided in this section, shall subject the violator to a forfeiture of not less than \$50.00 nor more than \$250.00 for the first offense within a 12-month period, a forfeiture of not less than \$100.00 nor more than \$500.00 for the second offense within a 12-month period, a forfeiture of not less than \$250.00 nor more than \$2,000.00 for the third and subsequent offense within a 12-month period, together with the cost of prosecution and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed ten days. In addition, any costs incurred by the city for cleanup and disposal as a result of the violation shall be added as recoverable costs.
- (c) A violation of section 46-41, sections 46-43 through 46-46 or section 46-83 shall result in a forfeiture of not less than \$50.00 nor more than \$250.00, plus the costs of prosecution, plus the expenses of collection and disposal, as provided in subsection (a) of this section for the first offense; a forfeiture of not less than \$100.00 nor more than \$500.00, plus the costs of prosecution, plus any costs incurred by the city for cleanup and disposal as a result of the violation, plus the elimination of all city collection services for a period not to exceed six months for the second and each subsequent violation. In default of payment of the forfeiture imposed by this subsection, the property owner or resident may be imprisoned in the county jail until such forfeiture and costs are paid, but not to exceed ten days.
- (d) A violation of section 46-8 or 46-9 shall subject the violator to a forfeiture of not less than \$50.00 nor more than \$250.00 for the first offense and for any subsequent violation not less than \$100.00 nor more than \$500.00, together with the costs of prosecution and, in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed ten days.

(Code 1997, § 102-2)

SECTION 4: <u>AMENDMENT</u> "Sec 48-250 Accounting" of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 48-250 Accounting

The department of engineering and public works shall keep an accurate account of the hourly equipment rental and labor costs of removing snow and ice from sidewalks in front of each lot or parcel of land abutting that portion of a sidewalk from which snow is removed. Such costs, plus an additional charge of 30 percent thereof for equipment repair, supervision and other general expenses and an additional minimum charge of \$10.00 for hand shoveling and mechanized work for snow removal from sidewalks The city's actual costs shall be charged to the owners of each of such lot or parcel of land. The department shall render statements of such charges to the property owners as soon as practicable.

(Code 1975, § 36-149; Code 1997, § 110-280)

SECTION 5: AMENDMENT "Sec 54-96

Installation/Excavation/Occupancy Permit Fee" of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 54-96 Installation/Excavation/Occupancy Permit Fee

- (a) *Generally*. The permit fee shall be established by the department in an amount sufficient to recover the costs incurred by the city. This fee shall recover administrative and inspection costs, and excavation fees per section 48-217. Payment of the fees shall be collected prior to issuance of the permit. However, the engineer may, with the advice and consent of the administrative services director, establish a fee collection process from governmental agencies and private utilities in order to expedite the permitting system and recognize that certain excavations are deemed emergencies.
- (b) Waiving of fees. Fees shall not be waived unless the work involved is a direct result of the engineer's demand that facilities owned by a utility be removed or relocated or unless waived by the common council upon review of the engineer's decision.
- (c) *Fee schedule*. The minimum fee for each excavation permit for a single address shall be as set forth in section 48-217. This permit fee shall be in addition to any forfeiture provided elsewhere in this Code.
- (d) Cost adjustment authorized. For those permit applications which provide for a substantial undertaking of excavation within the public right-of-way attended by disruption of the general public and traffic, the engineer is authorized to assess the city's actual costs for staff-of the city employee's time engaged in the review and inspection of the anticipated work, multiplied by a factor determined by the respective department to represent the city's cost for statutory expense, benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, the factor not to exceed 2.0, plus the cost of mileage reimbursed to city employees which is attributed to the work, plus all consultant fees associated with the work at the invoiced amount, plus ten percent for administration.
- (e) City exemption. The city and its contractors shall not pay degradation fees for

excavations due to general government functions.

(f) Fees for revoked permits are nonrefundable. Permit fees paid for a permit that the department has revoked are not refundable.

(Code 1997, § 122-3(c)(7))

SECTION 6: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 7: EFFECTIVE DATE This Ordinance shall be in effect from and after it passage and publication according to law.

PASSED AND ADOPTED BY THE CIT	TY OF SHEBOYGAN COMMON COUNCIL
Presiding Officer	Attest
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN GENERAL ORDINANCE 29-25-26

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 10, 2025.

AN ORDINANCE amending Sections 54-397; 54-398; and 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: <u>AMENDMENT</u> "Sec 54-397, Categories of Users; Amounts; Reassignment" of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

Sec 54-397 Categories of Users; Amounts; Reassignment

- (a) Category A. Category A users of the city wastewater treatment system shall be subject to the following:
 - 1. *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - Category A means normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 186 mg/L, suspended solids no greater than 468 mg/L, and total phosphates no greater than 7.70 mg/L.
 - 2. Amount. The sewer service charge for Category A wastewater is as follows:
 - a. Fixed charge: \$57.00 per quarter \$62.50 per quarter.
 - b. Volume charge: \$2.27 \$2.34 total charge per 100 cubic feet.
- (b) *Category B*. Category B users of the city wastewater treatment system shall be subject to the following:
 - 1. *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Category B means wastewater having concentrations of biochemical oxygen demand greater than 227 mg/L 233 mg/L, suspended solids greater than 385 mg/L 407 mg/L, and phosphorous greater than 8.11 mg/L 8.64 mg/L. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 227 mg/L 233 mg/L for BOD, 385 mg/L 407 mg/L, for suspended solids, and 8.11 mg/L 8.64 mg/L for phosphorous.

- 2. Amount. The sewer service charge for category B wastewater is as follows:
 - a. Fixed charge: \$57.00 \$62.50 per quarter.
 - b. If billing is on a monthly basis: \$19.00 \sum 20.83 per month.
 - c. Volume charge: \$2.27 \$2.34 per 100 cubic feet.
 - d. Surcharge, total (per pound):
 - 1. BOD greater than 227 mg/L 233 mg/L; \$0.3613 \$0.3721.
 - 2. Suspended solids greater than 385 mg/L 407 mg/L: \$0.2130 \$0.2194.
 - 3. Phosphorous greater than 8.11 mg/L 8.64 mg/L: \$5.3538 \$5.5144.
- 3. *Computation*. The category B sewer service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^{V}) + .00624V[(B - B^{R} \times C^{B}) + (S - S^{R} \times C^{S}) + (P - P^{R} \times C^{P})]$$

Where:

Table I

С	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
В	=	Concentration of BOD in mg/L in the wastewater
B ^R	=	Concentration of BOD in mg/L as defined for Category A users
S	=	Concentration of suspended solids in mg/L in the wastewater
SR	=	Concentration of suspended solids in mg/L as defined for Category A users
P	=	Concentration of phosphorus in mg/L in the wastewater
P ^R	=	Concentration of phosphorus in mg/L as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
CV	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
$C_{\mathbf{B}}$	=	Cost per pound of BOD
CS	=	Cost per pound of suspended solids
C^{P}	=	Cost per pound of phosphorus
	=	Conversion factor

0.006 24				

- (c) *Reassignment of users*. The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.
- (d) *Sampling requirement*. Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:
 - 1. Samples collected shall be flow-proportional 24-hour composite samples.
 - 2. Sampling periods shall be two consecutive days during normal operation.
 - 3. Flow-weighted average may be used if data is presented.
 - 4. Samples shall be analyzed for BOD, suspended solids, and total phosphorus.
 - 5. Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.
 - 6. All data shall be submitted to the superintendent of the wastewater treatment plant.

SECTION 2: <u>AMENDMENT</u> "Sec 54-398 Categories of Users; Amounts; Reassignment For Other Municipalities" of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

Sec 54-398 Categories of Users. Amounts; Reassignment for Other Municipalities

Other municipal users shall be charged pursuant to the guidelines established under this section

Table 2

	Village of Kohler	City of Town of Sheboygan Sheboygan Sanitary District			Town of Wilso Sanitary Distri	ct
		Falls	No. 2		No. 1	No. 2
Fixed Charge	None	None	None	None	None	None
Volume						
Charge:						
Volume	\$0.648	\$0.648	\$0.648	\$0.648	\$0.648	\$0.648
	<u>\$0.693</u>	<u>\$0.693</u>	<u>\$0.693</u>	<u>\$0.693</u>	<u>\$0.693</u>	<u>\$0.693</u>
Debt	0.072	0.072	0.072	0.072	0.072	0.072
Retirement	0.077	0.077	0.077	0.077	0.077	0.077
Total volume	0.720	0.720	0.720	0.720	0.720	0.720
charge,	<mark>0.770</mark>	<mark>0.770</mark>	<mark>0.770</mark>	<mark>0.770</mark>	<mark>0.770</mark>	<mark>0.770</mark>
Per 1,000						
gallons						
Surcharges						
(per pound)						
BOD	0.3613	0.3613	0.3613	0.3613	0.3613	0.3613
	<u>0.3721</u>	0.3721	0.3721	<u>0.3721</u>	<u>0.3721</u>	<u>0.3721</u>
Suspended	0.2130	0.2130	0.2130	0.2130	0.2130	0.2130
Solids	0.2194	0.2194	0.2194	<u>0.2194</u>	<u>0.2194</u>	<u>0.2194</u>
Phosphorus	5.3538	5.3538	5.3538	5.3538	5.3538	5.3538
	<u>5.5144</u>	<u>5.5144</u>	<u>5.5144</u>	<u>5.5144</u>	<u>5.5144</u>	<u>5.5144</u>

SECTION 3: <u>AMENDMENT</u> "Sec 54-399 Charges for Disposal of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater" of the Sheboygan Municipal Code is hereby amended as follows:

AMENDMENT

Sec 54-399 Charges for Disposal of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (a) Septic tank sludge: \$\frac{\$60.00}{}\$ per 1,000 gallons.
- (b) Holding tank sewerage: \$\frac{\\$15.00}{\} per 1,000 gallons.
- (c) Portable toilet disposal charge: \$91.00 per 1,000 gallons.
- (d) Other hauled wastewater:
 - 1) Sampling and characterizations. Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorus, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.
 - 2) Amount. The sewer service charge for other hauled wastewater is as follows:
 - a. Volume charge: \$0.720 \(\frac{\$0.770}{0.770} \) per 1,000 gallons.
 - b. Surcharge, total (per pound):
 - 1. \$0.3613 \$0.3721 per pound of BOD.
 - 2. \$0.2130 \$0.2194 per pound of suspended solids.
 - 3. \$5.3538 \$5.5144 per pound of phosphorus.
 - 3) Computation. The other hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and subsections (c)(1) and (2) of this section or in accordance with this subsection.

$$C = (V \times C^{V}) + (B \times C^{B}) + (S \times C^{S}) + (P \times C^{P})$$

See Table 1 section 54-397(b)(3) for definitions.

- a. Other hauled wastewater analysis data shall be applied to the formula set forth above.
- b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a. of this section, multiplied by 1.25.

	wastewater treatment pl needs of the wastewater		ncy of the hauled wastewat	er and the
SECTION 4: with the provisions of this o			esolutions or parts thereof inch conflict.	n conflict
SECTION 5: and publication according to		This Ordinance shall	be in effect from and after	its passage
PASSED AND ADOPTED	BY THE CITY OF SHI	EBOYGAN COMMON	N COUNCIL	
Presiding Officer		Attest		

Meredith DeBruin, City Clerk, City of

Sheboygan

Ryan Sorenson, Mayor, City of

Sheboygan

c. Charges for high strength waste will be determined by the superintendent of the

CITY OF SHEBOYGAN GENERAL ORDINANCE 31-25-26

BY ALDERPERSON CLOSE.

NOVEMBER 17, 2025

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of Parcel No. 59281111460, 819 N. 6th Street, from Class Suburban Office (SO) to Class Neighborhood Commercial (NC) Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: <u>AMENDMENT</u> Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan is hereby amended with regard to the following described lands and the Use District Classification for those same lands is hereby amended from Class Suburban Office (SO) to Class Neighborhood Commercial (NC) Classification:

Property located at 819 N. 6th Street, Sheboygan, WI - Parcel No. 59281111460:

SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST

ELLIS ADDN S 30' OF LOT 133 & N 40' OF LOT 132, & N 70' OF S 80' OF LOT 147, & S 80' OF W ½ OF LOT 146E.

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This C passage and publication according to law.	Ordinance shall be in effect from and after its
PASSED AND ADOPTED BY THE CITY OF SH	EDOVCAN COMMON COLINCII
	EBOTGAN COMMON COUNCIL
Presiding Officer	Attest
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

ı	OFFICE USE ONLY		
	APPLICATION NO.: RECEIPT NO.: FILING FEE: \$200.00 (Payable to City of Sheboyg	Item 22.	
		an)	

CITY OF SHEBOYGAN APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 105.996) Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1.	APPLICANT INFORMATION
	APPLICANT: 819N6 LLC PHONE NO .: (930) 889 - 5855
	ADDRESS: 1251 washington st., ste #6, Grafton, WI 53024 E-MAIL: 1251 washington 6 e gmail. con
	819 NG LLC OWNER OF SITE: <u>Aimel A. Markowski-Boers</u> +PHONE NO.: (920) 889-5855 as member/manager
2.	DESCRIPTION OF THE SUBJECT SITE
	ADDRESS OF PROPERTY AFFECTED: 819-819A N. 6th Street
	LEGAL DESCRIPTION: See attached "Exhibit A"
	PARCEL NO59281-111460 MAP NO
	EXISTING ZONING DISTRICT CLASSIFICATION: Suburban office
	PROPOSED ZONING DISTRICT CLASSIFICATION: Neighborhood Commercial
	BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: First and
	lower level are commercial / 2nd level Currently vacant
	BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: Neighborhood
	Commercial so a conditional use application can be submitted for a 2nd Floor residential Unit (Brought back to original use)

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no				
W	etlands on the property. There are no floodplains on			
	he property.			
	Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)			
	The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.			
a	A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.			
0	Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.			
	Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.			
	Explain: Rezoning to Neighborhood Commercial.			
cor	w does the proposed amendment to the Official Zoning Map maintain the desired nsistency of land uses, land use intensities, and land use impacts as related to the virons of the subject property? <u>Nearby land vees include hearthy mix of</u>			
res	idential, commercial and suburban office. Neighborhood Commercial			
Zo	ning would seamlessly integrate with surrounding areas.			
ind ha	licate reasons why the applicant believes the proposed map amendment is in rmony with the recommendations of the City of Sheboygan Comprehensive Plan.			

Neighborhood Commercial would allow for conditional use permit to be submitted for the Second floor to be utilized as a residential unit. This would be harmonious with the City's plan to increase housing units while not disrupting the surrounding zones.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

APPLICANT'S SIGNATURE

10/23/2025

Aimee A. Markowski-Boerst

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned. "Exhibit A"
- All lot dimensions of the subject property. "Exわりナ C"
- All other lands within 100 feet of the subject property. "Exhibit D"
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

Exhibit "A"

Attached Legal Description

Parcel ID: 59281-111460

Legal Description for 819 North 6th Street/819A North 6th Street Sheboygan, WI 53081

The South 30 feet of Lot 133 and the North 40 feet of Lot 132 and the North 70 feet of the South 80 feet of Lot 147 and the South 80 feet of the West 1/2 of Lot 146, all in Ellis Addition to the City of Sheboygan, Sheboygan County, Wisconsin, subject to right of way over the South 10 feet of the West 1/2 of Lot 146 and the East 5 feet of the South 30 feet of the North 100 feet of the West 1/2 of Lot 146 and together with the use of an alley way 10 feet in width running through the middle of Lot 146 from north to south, in common with the other owners of said Lot 146 and together with a right of way over a piece of land commencing at the SE corner of Lot 147, running thence North 10 feet, thence West 10 feet, and thence Southeasterly to the place of beginning, all in the City of Sheboygan, Sheboygan County, Wisconsin.

Parcel ID: 59281-111460

Exhibit "B"

Addressing Emails Regarding Property Address

Parcel ID: 59281-111460

Attached are emails from the City of Sheboygan and the United States Postal Service regarding the property units known as 819A North 6th Street and 819 North 6th Street.

I, as the current property owner, never received any written notification from the seller that they wanted to remove 819A North 6th Street as a rental unit. I have also not received written statements from the City of Sheboygan written by the prior property owner that the address should be removed and/or was removed. The United States Postal Service proves that the prior owner never removed this address. Thus, there are two property addresses to this building.

The emails reference that the prior owner did not want to be billed for garbage which is where . Exhibit "C" clearly shows there was a "living unit" in the upper level.

1+am	$\gamma \gamma$
item	//.

From: Bartell, Andrew < Andrew. Bartell@sheboyganwi.gov> Sent: Monday, April 13, 2020 3:01 PM To: Tamara Scheuren tamara Scheuren tamara Scheuren tamarascheuren@sheboyganwater.org; Brenda Doherty brenda Doherty tamarascheuren@sheboyganwater.org; Brenda Doherty tamarascheuren@sheboyganwater.org; Cc: Schmitz, RaeAnn <RaeAnn.Schmitz@sheboyganwi.gov>; Eirich, Pat <Pat.Eirich@sheboyganwi.gov>; Matzdorf, Bruce <Bruce.Matzdorf@sheboyganwi.gov>; Blasiola, Jason <Jason.Blasiola@sheboyganwi.gov> Subject: RE: 819 N 6th Hi Tamara, We had a miscommunication in our department here. I was previously told that there was a living unit at 819 N 6th St, so I included 819 N 6th ST A in the spreadsheet last week as a property that should get garbage cans and be billed for a residential customer. There has apparently been a correction and this property now does not have any residential living units (nor a second unit), and should not be billed for garbage. I will be removing them from the cart distribution list. Thank you,

Andrew

From: Eirich, Pat

Sent: Monday, April 13, 2020 2:49 PM

To: Matzdorf, Bruce

Cc: Bartell, Andrew, Schmitz, RaeAnn

Subject: RE: 819 N 6th

It should be N 6th.

The owner called and stated it is only a business with no living units.

Patrick Eirich

Building Inspector

City of Sheboygan

1-920-459-3480

Look Up a ZIP Code[™] FAQs

Go to

ZIP Code™ by Address

You entered:

819A N. 6TH ST SHEBOYGAN WI

If more than one address matches the information provided, try narrowing your search by entering a street address and, if applicable, a unit number. Edit and search again. (zip-code-lookup.htm?byaddress)

819A N 6TH ST SHEBOYGAN WI 53081-4113

Look Up Another ZIP Code™

Edit and Search Again (/zip-code-lookup.htm?byaddress)

Look Up a ZIP Code[™] FAQs

Go to

ZIP Code™ by Address

You entered:

819 N. 6TH ST SHEBOYGAN WI

If more than one address matches the information provided, try narrowing your search by entering a street address and, if applicable, a unit number. Edit and search again. (zip-code-lookup.htm?byaddress)

819 N 6TH ST SHEBOYGAN WI 53081-4113

Look Up Another ZIP Code™

Edit and Search Again (/zip-code-lookup.htm?byaddress)

Exhibit "C"

Parcel ID: 59281-111460

Property Informational sheet when building was purchased attached to and made a part of.

As you can see from attached all rooms in the upper-level residential unit existed at the time of purchase. In addition, we have blueprints from the 1970s when a remodel took place. Hook up of laundry was still intact; with a fully functioning kitchen as well as two fully functioning bathrooms. If you need an inspection report with pictures, we can also provide that as well.

This information is provided to show you that we are simply updating and enhancing what was already in place. We have not modified and/or changed the structure of the space.

KRIER REALTY, INC. 207 CARROLL STREET PO BOX 361

RANDOM LAKE, WI 53075

PHONE: 920-994-4712 FAX: 920-994-4875

EMAIL: krierrealty@krierrealty.com

Item 22.

WEB SITE: www.krierrealty.com

LIST #5213

PRICE -\$282,500

279,900



ADDRESS: 819 N 6TH ST

COUNTY: SHEBOYGAN ZIP: 53081

TAXES: \$5,495.72 FOR 2019 BEFORE LOTTERY CREDIT

LOT SIZE: 0.271 ACRES

SCHOOL DISTRICT: SHEBOYGAN AREA

STYLE: 2-STORY W/ATTIC APPROX SQ FT: 5208

EXTERIOR: VINYL

ROOF: COMP

CENTRAL AIR: YES

FLOOD PLAIN: NO

MUNICIPAL SEWER & WATER

MUNICIPALITY: CITY OF SHEBOYGAN

ZONING: COMMERCIAL HEAT: GAS. HOT WATER

50 GAL. ELECTRIC HOT WATER HEATER **ELECTRIC 200 AMP SERVICE 220 WIRING**

GARAGE: 3-CAR DET AGE OF HOME: 1883

BASEMENT: FULL

EXCLUDED: SELLER'S PERSONAL PROPERTY

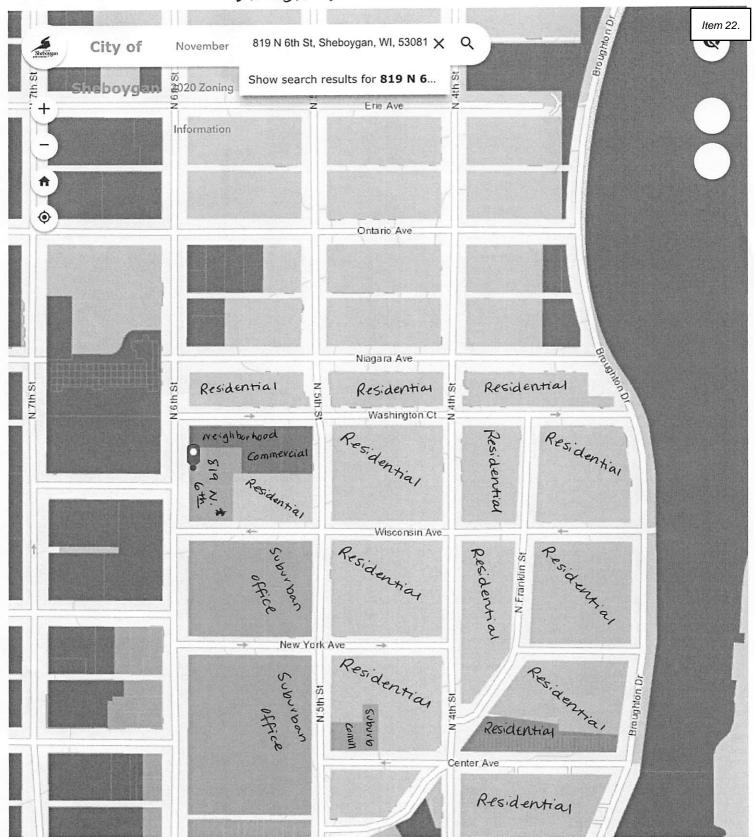
ROOMS LIVING ROOM KITCHEN/DINING BATH, ¾ BATH, FULL BEDROOM BEDROOM LANDING	LEVEL UPPER UPPER UPPER UPPER UPPER UPPER UPPER UPPER	SIZE 15'X21'6" 8'6"X8'2" 5'8"X8'10" 4'8"X14'6" 14'6"X14'6" 12'9"X21'6" 8'X10'1"	FEATURES CARPET, BLINDS CARPET, CF CERAMIC TILE WOOD & CARPET, BLINDS, CLO CARPET, SHADES, CLO CARPET, 2 CLO CARPET, CLO
BEDROOM	3 RD FLOOR	12'6"X11'6"	CARPET, CLO
FRONT ENTRY RECEPTION BASE OF STEPS BATH, HALF SITTING AREA	MAIN MAIN MAIN MAIN MAIN	10'6"X11'8" 13'X34' 8'X15'10" 5'2"X8'4" 6'4"X10'	CERAMIC TILE CARPET, BLINDS, NFP, 2 CLO, 2 LEADED GLASS CABINETS CARPET, CLO, CF CERAMIC TILE
FILE ROOM FILE STORAGE RM FILE ROOM OFFICE 1	MAIN MAIN MAIN MAIN	10'X12' 11'7"X15'2" 5'10"X10'2" 15'X23'6"	CARPET CARPET CARPET, BLINDS, CLO CARPET
OFFICE 2 OFFICE 3	MAIN MAIN	9'2"X15' 10'6"X13'	CARPET SHADES LEADED GLASS DOORS

<u>ROOMS</u>	<u>LEVEL</u>	SIZE_	<u>FEATURES</u>
CLOSING ROOM	LOWER	13'6"X18'2"	CARPET
RECORD STORAGE	LOWER	14'6"X10'	CONCRETE
RECORD STORAGE 2	LOWER	8'X14'6"	CONCRETE
HALL, BOTTOM OF STEPS	LOWER	4'X7'8"	CERAMIC TILE
BATH, HALF	LOWER	4'X4'8"	CERAMIC TILE

DIRECTIONS: 819 N. 6TH ST, SHEBOYGAN

INFORMATION SHOWN ON THIS SHEET IS BELIEVED TO BE ACCURATE AND RELIABLE BUT IS NOT GUARANTEED AND IS SUBJECT TO CHANGE.

EXHIBIT D"



Zoning Map as of 10/27/2025

* Current property proposed to be rezoned

-87.708 43.753 Degrees _____100m ____300ft





CLK322B

City Of Sheboygan City Clerk's Office

* General Receipt *

Receipt No: 251375

License No: 0000

Date: 10/28/2025

Received By: MKC

Received From: 819N6 LLC

Memo: 819-819A N 6TH STREET

Method of Payment: \$200.00 Check No. 1045

Total Received: \$200.00

Fee Description Fee
Zoning Change 200.00

This document signifies receipt of fees in the amount indicated above.

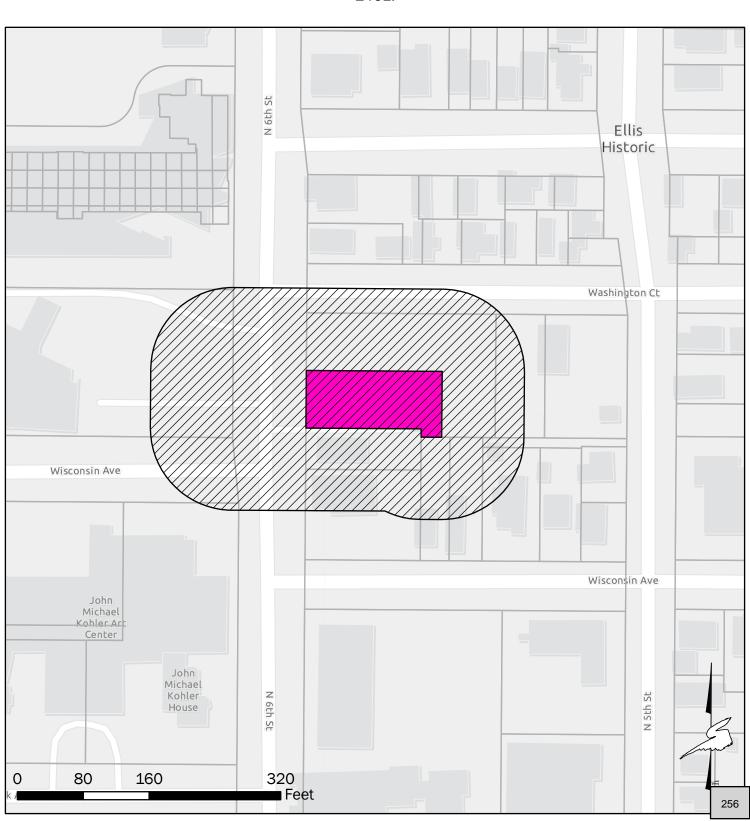




PROPOSED REZONE FROM SUBURBAN OFFICE (SO) TO NEIGHBORHOOD COMMERCIAL (NC)

SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST

ELLIS ADDN S 30' OF LOT 133 & N 40' OF LOT 132, & N 70' OF S 80' OF LOT 147, & S 80' OF W 1/2 OF LOT 146E.



CITY OF SHEBOYGAN ORDINANCE 24-25-26

BY ALDERPERSON CLOSE.

OCTOBER 28, 2025.

AN ORDINANCE amending section 103-50 of the Sheboygan Municipal Code regarding certified survey map approval timing.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: <u>AMENDMENT</u> "Sec 103-50 Certified Survey For Division Of Lands Other Than By Subdivision" of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 103-50 Certified Survey For Division Of Lands Other Than By Subdivision

- (a) Except for the divisions exempted by this section, any division of land other than a subdivision, within the city or its extraterritorial plat approval jurisdiction, shall be surveyed, and a certified survey map of such division approved by the director of city development or the director's designee and recorded as provided by Wis. Stats. ch. 236 and as described herein.
- (b) A certified survey map shall be prepared in compliance with the requirements of Wis. Stats. § 236.34, which is adopted by reference and incorporated herein as though fully set out. A copy of the certified survey map shall be submitted to each affected utility by the subdivider or subdivider's agent at the time of submission of two copies to the director of city development or director's designee. Each utility shall notify the director's designee in writing of any objections to the certified survey map within 20 days of such receipt.
- (c) Upon submission of two copies of the proposed certified survey map, the director's designee shall, within ten days, approve, approve conditionally or reject the map. Within 30 days of certified survey map submission, the director of city development or the director's designee shall approve, conditionally approve, or reject the map and shall thereafter notify the subdivider in writing of their decision noting The subdivider shall be notified in writing of any conditions of approval or the reasons for rejection.
- (d) The map shall include the affidavit of the surveyor who surveyed and mapped the parcel as required by Wis. Stats. § 236.34 and shall be signed by the property owner.
- (e) The certificate of approval of the plan commission shall be typed, lettered or reproduced legibly on the face of the map.

(f) Any party aggrieved by a decision of the director of city development with respect to approval, conditional approval, or rejection of a certified survey map may appeal the decision of the director of city development to the city plan commission. The city plan commission shall affirm, modify, or reverse the decision of the director of city development.

(Ord. No. 63-74-75, § 1(4.6); Ord. No. 119-77-78, § 13, 12-5-1977; Ord. No. 123-86-87, § 1, 12-1-1986)

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CIT	FY OF SHEBOYGAN COMMON COUNCIL
Presiding Officer	Attest
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN RESOLUTION 123-25-26

BY ALDERPERSON CLOSE.

NOVEMBER 3, 2025.

A RESOLUTION approving the amended General Development Plan and amended Specific Implementation Plan submitted by Quasius Construction Inc to expand EB Flow Coffeehouse located at 342 S Pier Drive within a Planned Unit Development (PUD) zone.

WHEREAS, Quasius Construction submitted an amended Planned Unit Development General Development Plan (GDP) for the expansion of EB Flow Coffeehouse located at 342 S Pier Drive, a copy of which is attached; and

WHEREAS, the amended GDP application included the required application fee and all items required pursuant to Sheboygan Municipal Code § 105-1005(e)(4); and

WHEREAS, the Common Council has carefully considered the Plan Commission's recommendations; and

WHEREAS, in addition to the amended GDP, Quasius submitted to the plan commission an application for a proposed amended Specific Implementation Plan (SIP), a copy of which is attached; and

WHEREAS, the amended SIP application included the required application fee and all items required pursuant to Sheboygan Municipal Code § 105-1005(e)(4); and

WHEREAS, the Plan Commission voted to recommend to the Common Council that the amended SIP be approved subject to the following conditions:

- 1.Prior to building permit issuance, the applicant shall obtain all licenses/permits as well as meet all required codes including but not limited to building, plumbing, electrical, HVAC, fire, water, sewer, storm drainage, health, etc. (Applicant shall be in contact with building inspection, fire, police, etc.). An occupancy permit will be granted only at such time as the applicant has met all requirements.
- 2.Submittal and approval of a proposed storm drainage plan prior to building permit issuance.
 - 3.Outdoor storage of materials, products or equipment shall be prohibited.
- 4.All ground level and rooftop mechanicals shall be screened and/or enclosed and constructed of like materials and colors of the facility (HVAC equipment, etc.).
- 5.All areas that are not required to be paved shall be landscaped with grass and/or approved landscaping.
- 6.Any work within City of Sheboygan Public rights-of-way shall be discussed with the City Engineering Department and constructed to standard City specifications (including,

but not limited to, new and old ingress/egress driveway openings, curb, gutter, sidewalk, pavement, utilities, street trees, etc.).

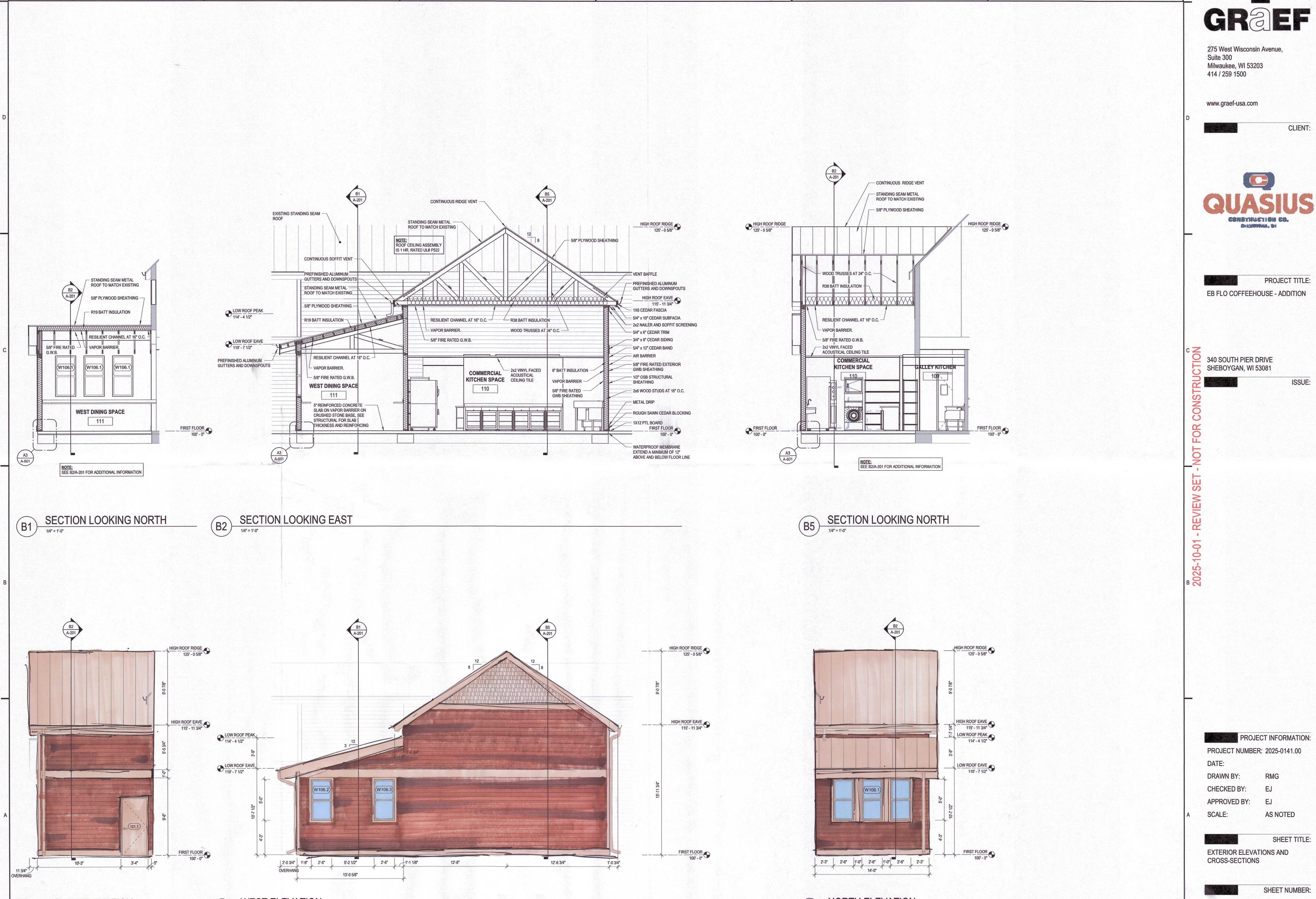
- 7.Applicant will provide adequate public access along all streets and sidewalks and will take all appropriate actions to minimize the time period that adjacent properties and streets/sidewalks are impacted by the development (utilities, streets, etc.).
- 8.Applicant shall immediately clean any and all sediments, materials, tracking, etc. that may be spilled off-site on private or public lands and streets.
- 9.Streets and infrastructure damaged and/or disturbed during construction of all private and/or public improvements shall be promptly repaired by the applicant.
- 10. Absolutely no portion of the new building and/or site improvements shall cross the property lines including but not limited to buildings, balconies, decks, foundations, walls, gutters, eaves, roof, parking, fencing/retaining walls, signs, landscaping, art, etc.
- 11. Applicant is responsible for working with all private and public utilities in order to adequately service this development (applicant will need to provide the necessary easements and/or relocate utilities as necessary).
- 12. City Development staff will issue a building permit only if the applicant has adequately satisfied all concerns related to the Sheboygan Fire Department, including but not limited to fire lane access at the site, sprinkler systems, hydrants, water pressures, etc.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the amended GDP submitted by Quasius Construction Inc for the expansion of EB Flow Coffeehouse located at 342 S Pier Drive within a Planned Unit Development (PUD) zone and directs that the PUD boundaries be shown on the city's zoning map.

BE IT FURTHER RESOLVED: That the Common Council hereby approves the amended SIP submitted by Quasius Construction Inc for the same property subject to the conditions imposed by the plan commission, noting that, pursuant to Code, all portions of an approved SIP not fully developed within five years of final common council approval shall expire, and no additional PUD-based development shall be permitted unless the common council extends the five-year period by up to five additional years via a majority vote following a public hearing.

upon the conditions and restrictions contained in Sh	
PASSED AND ADOPTED BY THE CITY OF SH	EBOYGAN COMMON COUNCIL
Presiding Officer	Attest
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan







PROJECT TITLE: EB FLO COFFEEHOUSE - ADDITION

ISSUE:

PROJECT INFORMATION:

SHEET NUMBER:

A-201

QUASIUS CONSTRUCTION

EB FLO COFFEEHOUSE - ADDITION

340 SOUTH PIER DRIVE SHEBOYGAN, WI 53081

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INTERIOR ELEVATIONS, SCHEDULES, DOOR/WINDOW TYPES, AND DETAILS

PROJECT NUMBER: 2025-0141.00

GREF

CLIENT:

PROJECT TITLE:

EB FLO COFFEEHOUSE - ADDITION

2 340 SOUTH PIER DRIVE SHEBOYGAN, WI 53081

275 West Wisconsin Avenue,

Milwaukee, WI 53203

414 / 259 1500

www.graef-usa.com

CHECKED BY:

APPROVED BY: AS NOTED SCALE:

TITLE SHEET





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EXISTING PROJECT CONDITIONS

INFORMATION PERTAINING TO EXISTING PROJECT CONDITIONS, SUCH AS LOCATIONS OF ARCHITECTURAL AND STRUCTURAL BUILDING COMPONENTS, MECHANICAL AND ELECTRICAL EQUIPMENT. PIPING. DUCTWORK. ROUGH-INS AND OTHER MISCELLANEOUS CONSTRUCTION. APPEARS ON PROJECT DRAWINGS. THIS INFORMATION IS BASED ON AVAILABLE RECORDS AS WELL AS INFORMATION COLLECTED WITH REASONABLE CARE AT THE PROJECT SITE. CONTRACTORS SHALL BE SOLELY

DAMAGE ARISING FROM CLIENT'S USE OR REUSE OF ANY SUCH E-FILES. RESPONSIBLE FOR VERIFYING DIMENSIONS AND RELATED INFORMATION AT THE PROJECT SITE PRIOR TO PROCURING ANY MATERIALS, PRODUCTS OR EQUIPMENT TO PERFORM THEIR WORK.

ARCHITECTURAL

STRUCTURAL

CIVIL

SHEET TITLE:

GRaEF 275 West Wisconsin Avenue Suite 300 Milwaukee, WI 53203-3318 414 / 259 1500 CONSULTANTS: BENCHMARK X IN CONCRETE EL. = 586.48 EB FLO COFFEE HOUSE 340 S PIER DRIVE SHEBOYGAN, WI 53081 BENCHMARK X IN CONCRETE EL. = 586.48 SPIRAL STAIRCASE POST NO. DATE REVISIONS BY NW. COR. LOT 5 CONDUIT WITH OUTLET GAS METER -CONDUIT WITH OUTLET -- ELECTRIC METER LEGEND O = Iron Stake Found

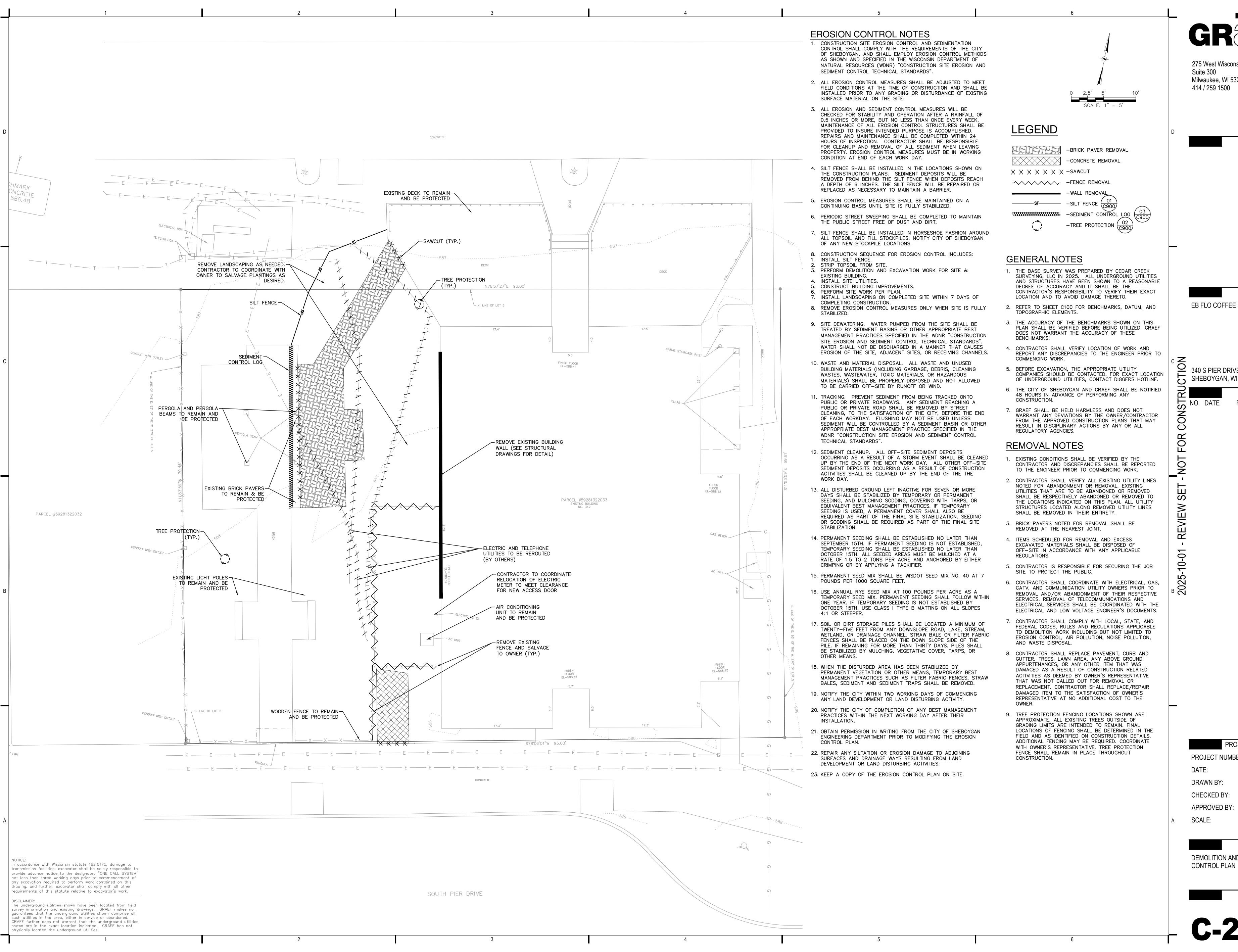
O = 0.75" Iron Stake Set

O = Power Pole = Light Pole CONDUIT WITH OUTLET 👉 = Hydrant — E — = Electric Line — T — = Telecom Line TOPOGRAPHIC SURVEY FOR: QUASIUS CONSTRUCTION 1202A NORTH 8TH STREET SHEBOYGAN, WI 53082 PART OF THE SW 1/4 OF THE SE 1/4, SECTION 23, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN NOTES:

1. PARCEL MAY BE SUBJECT TO EASEMENTS AND RIGHTS NOT SHOWN THAT A COMPLETE TITLE SEARCH MAY DISCLOSE.

2. COORDINATES ARE SHEBOYGAN COUNTY COORDINATE SYSTEM. UNDERGROUND UTILITY CAUTION STATEMENT: UTILITY STRUCTURES VISIBLE ON THE GROUND SURFACE HAVE BEEN SHOWN PER ACTUAL MEASUREMENTS. UNDERGROUND UTILITY LINES HAVE BEEN Oostburg, WI 53070 PER ACTUAL MEASUREMENTS. UNDERGROUND UTILITY LINES HAVE BEEN SHOWN PER AVAILABLE RECORDS AND MARKINGS BY DIGGERS HOTLINE AND SHOULD NOT BE INTERPRETED AS THE EXACT LOCATION NOR THE ONLY UTILITIES IN THIS AREA. THE SURVEYOR MAKES NO WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE UNDERGROUND UTILITY DATA DEPICTED HEREON. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THE LOCATION OF UNDERGROUND UTILITIES THROUGH APPROPRIATE MEANS PRIOR TO ANY EXCAVATION OR CONSTRUCTION ACTIVITIES. 3. ELEVATIONS ARE NAVD88(GEOID12B). CEDAR CREEK SURVEYING, LLC ENGINEERS • SURVEYORS • DRAFTERS PROJECT INFORMATION: www.cedarcreeksurveying.com FILE No.: 2025111S DATE: 6/27/2025 PAGE: 1 OF 1 PROJECT NUMBER: 2025-0141 CHECKED BY: APPROVED BY: SJF AS SHOWN SHEET TITLE: **EXISTING CONDITIONS** In accordance with Wisconsin statute 182.0175, damage to transmission facilities, excavator shall be solely responsible to provide advance notice to the designated "ONE CALL SYSTEM" not less than three working days prior to commencement of any excavation required to perform work contained on this drawing, and further, excavator shall comply with all other requirements of this statute relative to excavator's work. DISCLAIMER: The underground utilities shown have been located from field survey information and existing drawings. GRAEF makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. GRAEF further does not warrant that the underground utilities shown are in the exact location indicated. GRAEF has not physically located the underground utilities.

PROJECT TITLE:



275 West Wisconsin Avenue Suite 300 Milwaukee, WI 53203-3318 414 / 259 1500

CONSULTANTS:

EB FLO COFFEE HOUSE

PROJECT TITLE:

340 S PIER DRIVE

SHEBOYGAN, WI 53081

NO. DATE REVISIONS BY

PROJECT INFORMATION:

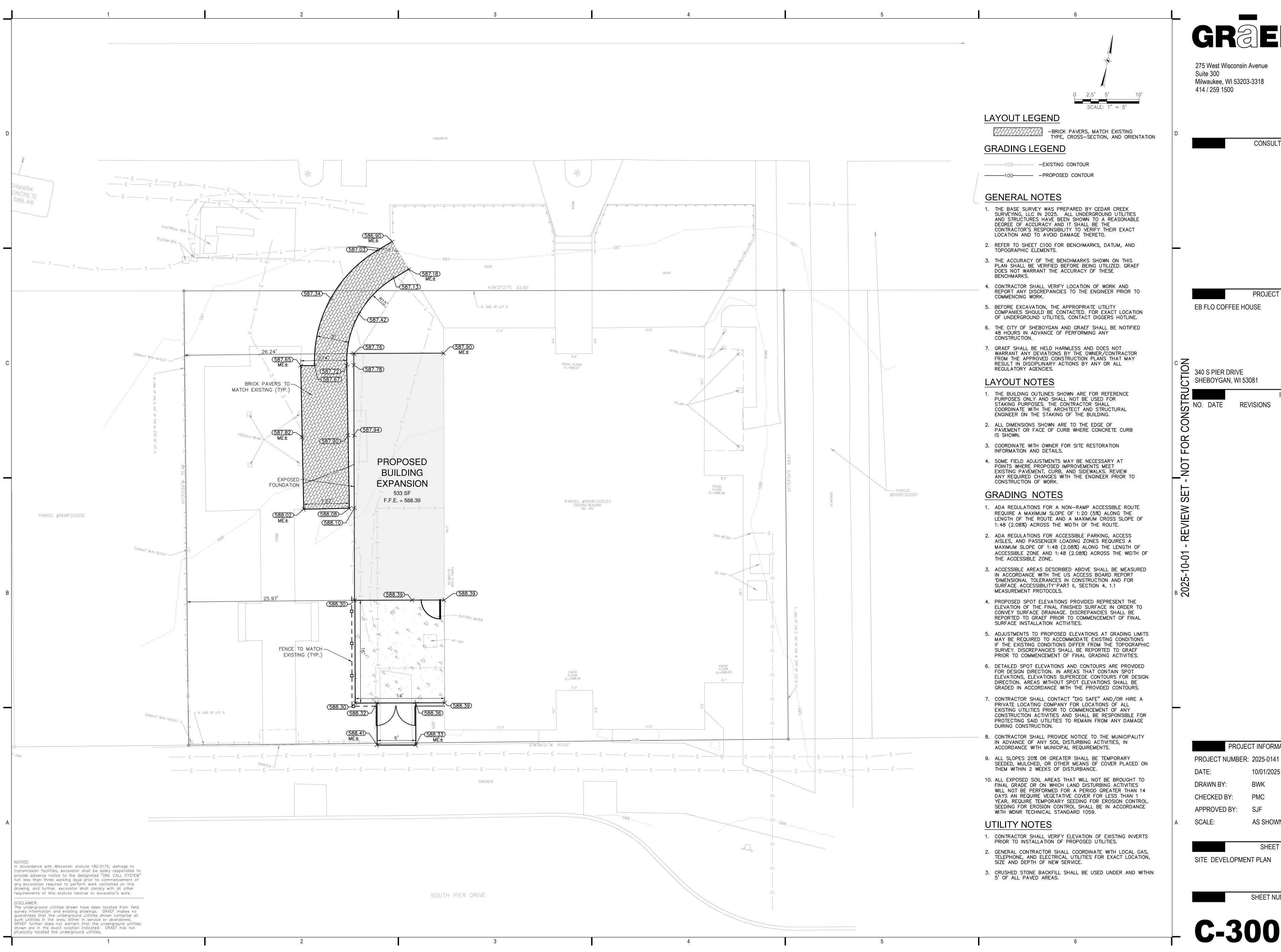
PROJECT NUMBER: 2025-0141 10/01/2025

CHECKED BY:

APPROVED BY:

AS SHOWN

SHEET TITLE: **DEMOLITION AND EROSION**



275 West Wisconsin Avenue Suite 300 Milwaukee, WI 53203-3318 414 / 259 1500

CONSULTANTS:

PROJECT TITLE:

EB FLO COFFEE HOUSE

340 S PIER DRIVE SHEBOYGAN, WI 53

SHEBOYGAN, WI 53081

NO. DATE

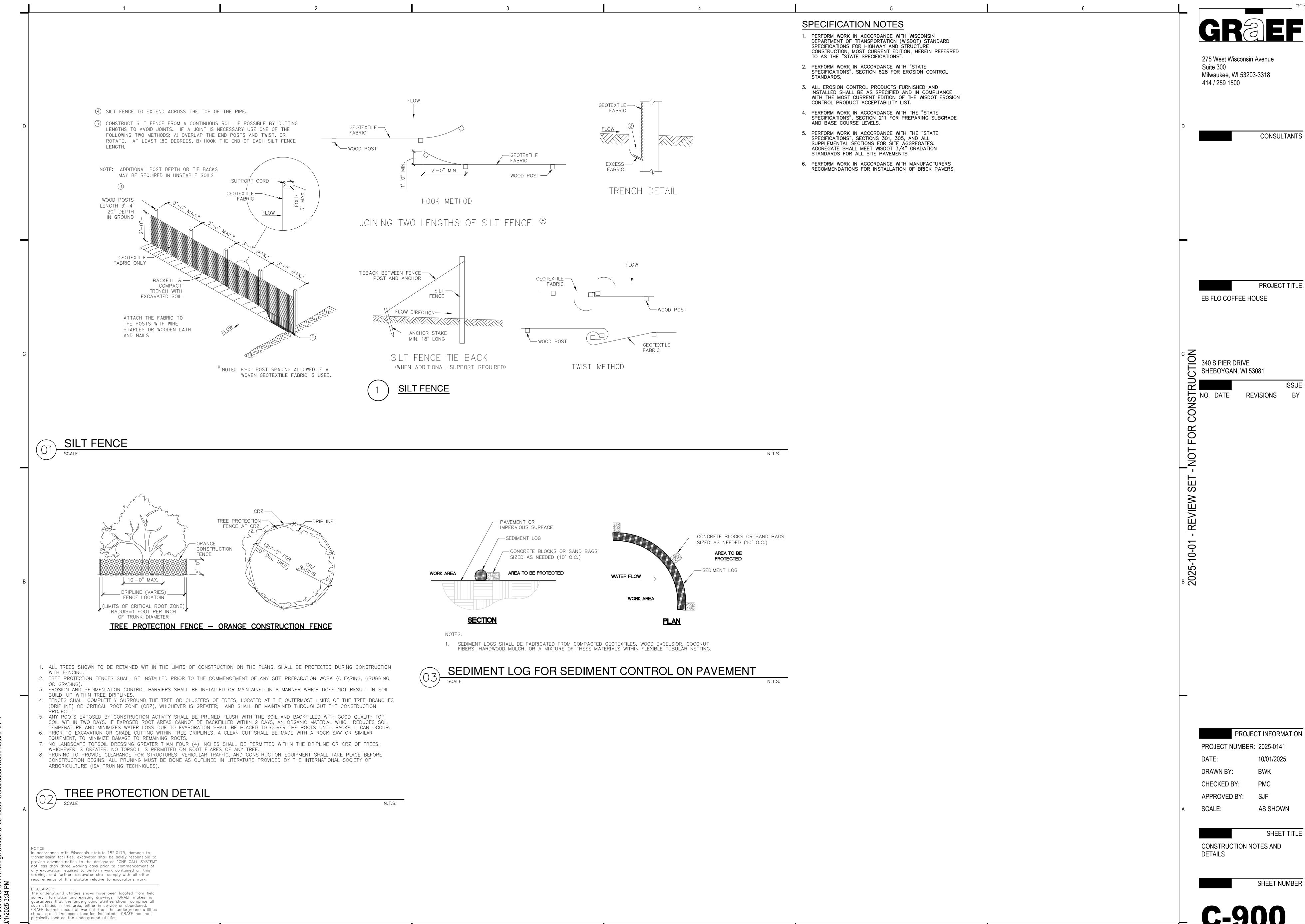
REVISIONS BY

SHEET TITLE: SITE DEVELOPMENT PLAN

PROJECT INFORMATION:

10/01/2025

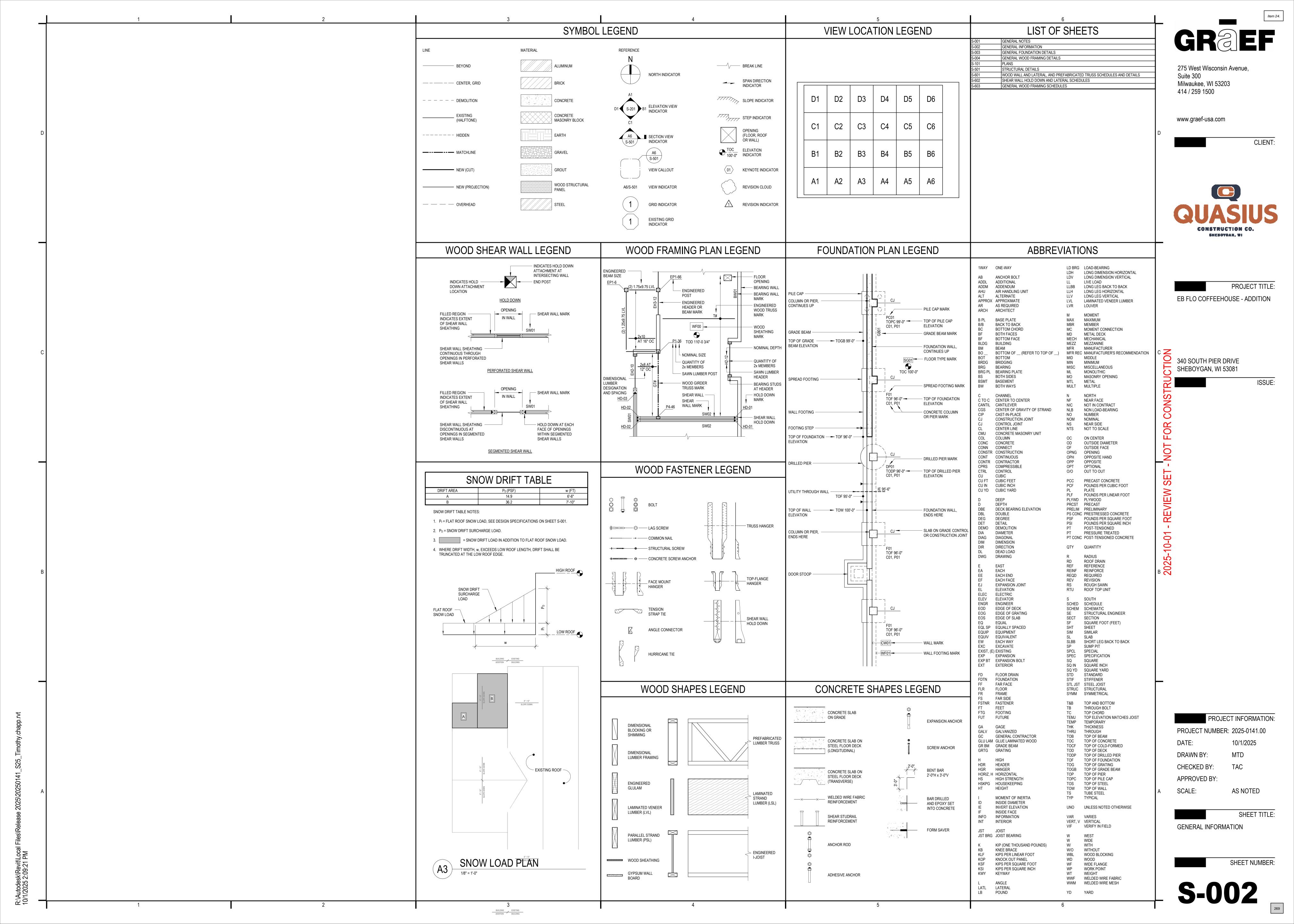
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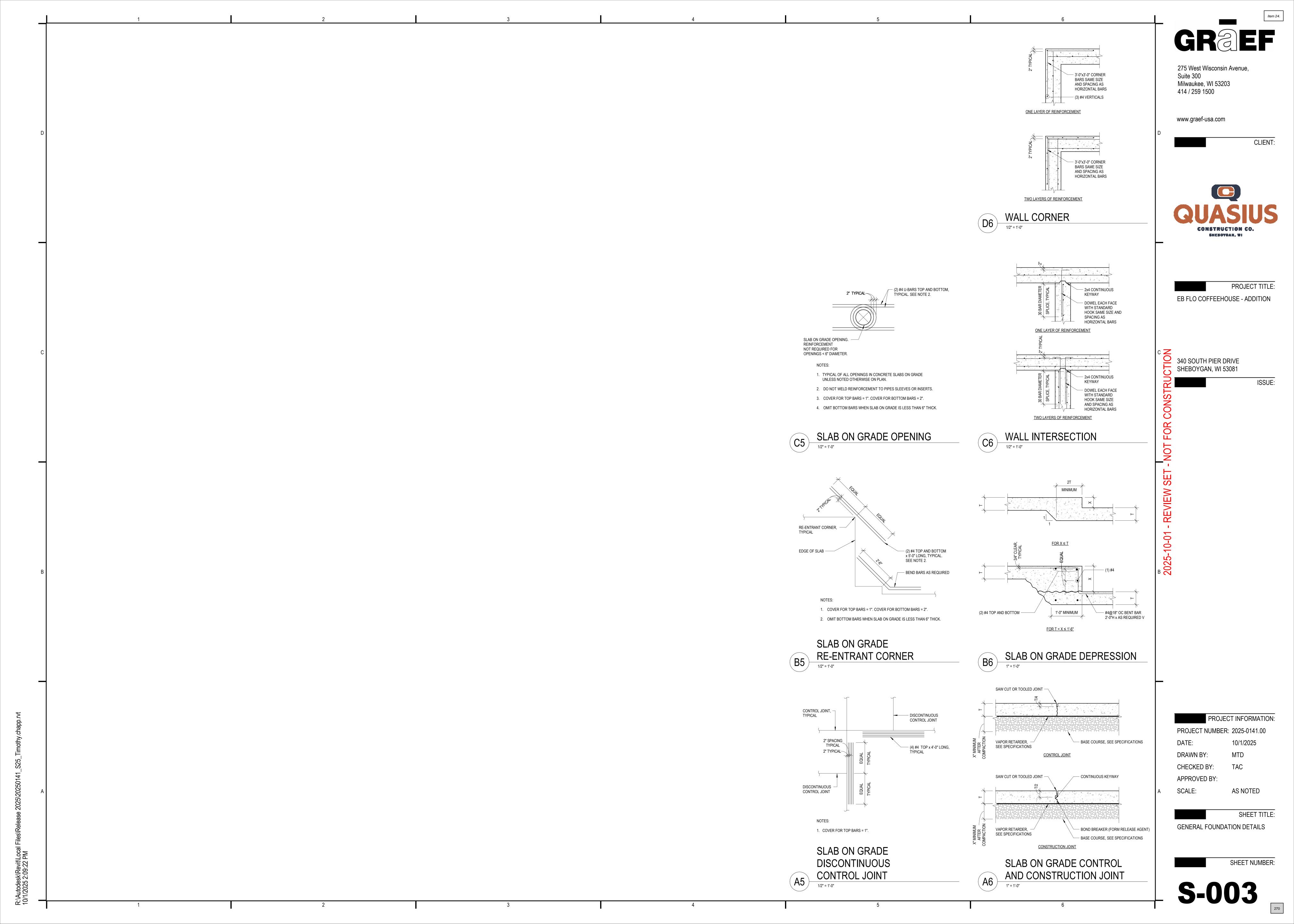


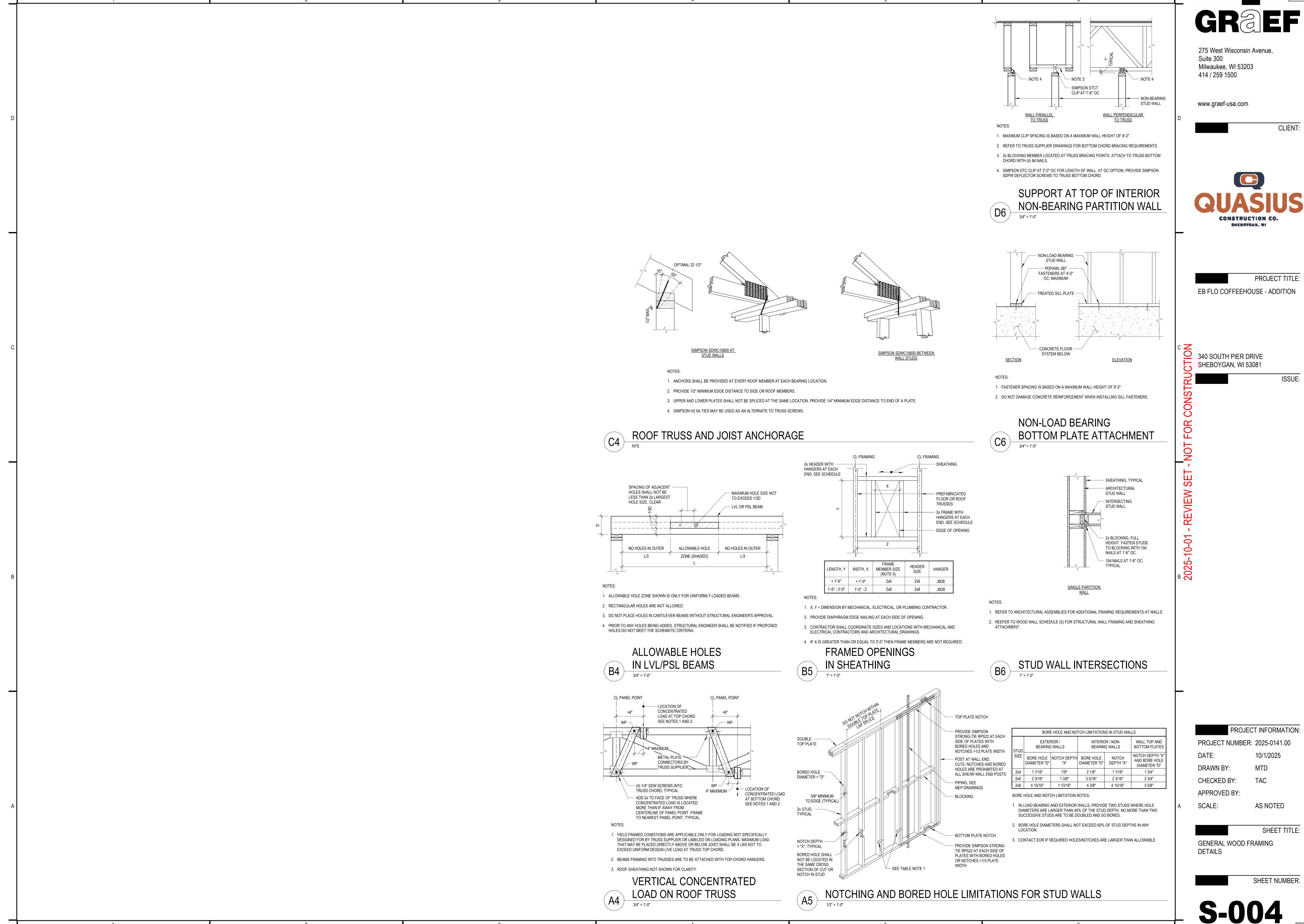
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1 2		4	5 WOOD TDUOOFO	DECICAL VALIND DDECCLIDE TADLE DOE	Item 24.
	DESIGN SPECIFICATIONS 1. DESIGN IS IN ACCORDANCE WITH THE STATE OF WISCONSIN AND THE 2015 INTERNATIONAL	1. FORMWORK SHALL BE DESIGNED IN ACCORDANCE WITH THE ACI "MANUAL OF CONCRETE	WOOD TRUSSES 1. METAL PLATE CONNECTED TRUSSES SHALL BE DESIGNED AND MANUFACTURED IN	DESIGN WIND PRESSURE TABLE, PSF EFFECTIVE WIND AREA, SF	GRaEF
	BUILDING CODE. 2. CONCRETE MATERIAL STRENGTHS:	PRACTICE", LATEST EDITION. 2. REINFORCING STEEL SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH THE ACI "MANUAL"	ACCORDANCE WITH "NATIONAL DESIGN STANDARD FOR METAL PLATE CONNECTED WOOD TRUSS CONSTRUCTION", ANSI/TPI 1 2015 EDITION.	ZONE 1 10 20 50 100 200 > 500 DESCRIPTION 1 -28.5 -28.5 -27.0 -25.1 -23.6 -23.6 -23.6 ROOF INTERIOR ZONE	
	A. MINIMUM 28 DAY CONCRETE CYLINDER STRENGTH SHALL BE: FOOTINGS 3000 PSI	OF CONCRETE PRACTICE", LATEST EDITION, UNLESS OTHERWISE NOTED. 3. LAP ALL WALL BARS 30 DIAMETERS UNLESS OTHERWISE DETAILED. LAP WELDED WIRE MESH 6 INCHES.	2. METAL PLATE CONNECTED WOOD TRUSSES SHALL BE ERECTED IN ACCORDANCE WITH THE STRUCTURAL BUILDING COMPONENTS ASSOCIATION (SBCA) AND THE TRUSS PLATE INSTITUTE (TPI).	2 -33.3 -33.3 -31.8 -29.9 -28.5 -28.5 -28.5 END ZONE REGION OF THE ROOF 3 -33.3 -33.3 -31.8 -29.9 -28.5 -28.5 CORNER ZONE REGION OF THE ROOF	275 West Wisconsin Avenue, Suite 300
	FOUNDATION WALLS 4000 PSI SLABS ON GRADE 4000 PSI B. REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60.	4. PROVIDE WALL DOWELS OF THE SAME SIZE AND NUMBER AS THE RESPECTIVE AND WALL REINFORCEMENT UNLESS OTHERWISE DETAILED.	3. SHOP DRAWINGS AND OTHER ITEMS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION. ALL SHOP DRAWINGS SHALL BE REVIEWED AND STAMPED BY THE GENERAL CONTRACTOR BEFORE SUBMITTAL TO THE ENGINEER. THE ENGINEER'S REVIEW WILL BE BASED ON THE CONTRACT DOCUMENTS. THE ENGINEER'S REVIEW DOES NOT RELIEVE	(ZONES 1 AND 2) -48.3 -48.3 -46.8 -44.9 -43.4 -43.4 -43.4	Milwaukee, WI 53203 414 / 259 1500
	C. EPOXY COATED REINFORCING STEEL SHALL CONFORM TO ASTM A775 GRADE 60. D. SYNTHETIC FIBER REINFORCEMENT SHALL CONFORM TO ASTM C1116.	5. CONCRETE PROTECTION FOR REINFORCING BARS SHALL BE IN ACCORDANCE WITH THE "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE", ACI 318-14.6. SLABS ON GRADE SHALL BE CAST ALLOWING A SUFFICIENT NUMBER OF JOINTS TO	THE CONTRACTOR OF THE SOLE RESPONSIBILITY TO REVIEW, CHECK, AND COORDINATE THE SHOP DRAWINGS PRIOR TO SUBMISSION. THE CONTRACTOR REMAINS SOLELY RESPONSIBLE FOR ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF SHOP DRAWINGS AS THEY PERTAIN TO MEMBER SIZES, DETAILS, DIMENSIONS, ETC.	4 (+) 28.5 28.5 27.2 25.5 25.5 22.9 21.2 WALL INTERIOR ZONE	
D	3. POST-INSTALLED ANCHORS MATERIAL STRENGTHS:	ADEQUATELY CONTROL SHRINKAGE CRACKING. SAWCUTTING SHALL BE DONE AS SOON AS SAWCUT WILL NOT RAVEL CONCRETE OR WITHIN 24 HOURS MAXIMUM OF INITIAL POURING OPERATION. MAXIMUM SIZE OF PANELS SHALL BE 12 FEET BY 12 FEET FOR 4-INCH SLAB ON	4. TRUSS MANUFACTURER SHALL DESIGN AND PROVIDE ALL TRUSS-TO-TRUSS CONNECTIONS.	4 (-) -30.9 -30.9 -29.6 -27.9 -27.9 -25.3 -23.6 5 (+) 28.5 28.5 27.2 25.5 25.5 22.9 21.2 END ZONE REGION OF	www.graef-usa.com D
	A. EXPANSION ANCHORS SHALL BE HILTI KWIK BOLT 3. B. ADHESIVE ANCHORS SHALL BE HILTI HIT-HY 200.	 GRADE. GENERALLY, JOINTS SHALL OCCUR ON COLUMN CENTERLINES. 7. EXTERIOR SLABS ON GRADE SHALL BE 5 INCHES THICK AND REINFORCED WITH 4 LB PER CUBIC YARD POLYPROPYLENE MACRO FIBERS. 	5. TRUSS MANUFACTURER SHALL REFER TO MECHANICAL DRAWINGS FOR DUCT LAYOUT. THE CONTRACTOR SHALL CONFIGURE TRUSS WEBS TO AVOID DUCT WORK AND NOTE ALL DUCT SIZES AND AREAS OF POTENTIAL CONFLICT ON SHOP AND ERECTION DRAWING SUBMITTALS.	5 (-) -38.1 -38.1 -35.6 -32.2 -29.6 -27.0 -23.6 THE WALL DESIGN WIND PRESSURE TABLE NOTES:	CLIENT:
	C. SLEEVE ANCHORS SHALL BE HILTI HLC. D. SCREW ANCHORS SHALL BE HILTI KWIK HUS.	8. ALLOW AT LEAST 24 HOURS BEFORE POURING ADJACENT WALL SECTIONS BETWEEN CONSTRUCTION JOINTS. MAXIMUM LENGTH OF POUR TO BE 40 FEET, UNLESS CRACK INDUCERS ARE USED AS DETAILED ON THE DRAWINGS.	 MAXIMUM VERTICAL TRUSS DEFLECTION SHALL BE LIMITED TO THE SPAN/240 (INCLUDING CALCULATED CREEP) FOR DEAD LOAD PLUS SNOW LOAD, UNLESS OTHERWISE NOTED. MAXIMUM HORIZONTAL TRUSS DEFLECTION SHALL BE LIMITED TO 1/4" EACH SIDE. 	NEGATIVE WIND PRESSURES ACT AWAY FROM COMPONENT SURFACE. POSITIVE WIND PRESSURES ACT TOWARD COMPONENT SURFACE.	
	4. WOOD MATERIAL STRENGTHS: A. STRUCTURAL WOOD FRAMING SHALL CONFORM TO NFPA NATIONAL DESIGN OPERISON OF MEET ALL THE MANUAL MEDITAL PROPERTY AND FOLLOWS.	9. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO PLACING CONCRETE.	8. ALL ROOF TRUSSES SHALL BE SECURED TO THE TOP PLATES WITH SIMPSON UPLIFT CONNECTORS (OR APPROVED EQUAL) PROVIDED BY THE TRUSS SUPPLIER. REFER TO	 WIND PRESSURES SHOWN IN THIS TABLE ARE SERVICE PRESSURES (0.6W). FOR NET UPLIFT TO ROOF TRUSSES, SUBTRACT A ROOF DEAD LOAD OF 10 PSF (NOT 	
	SPECIFICATIONS (OR MEET ALL THE MINIMUM PUBLISHED VALUES) AS FOLLOWS: LOCATION: SPECIES: GRADE: TOP AND BOTTOM PLATES: SPF No. 2 OR BETTER	10. DO NOT PLACE OR CUT HOLES IN CONCRETE SLABS WITHOUT PRIOR APPROVAL OF THE ENGINEER.	 COMPONENTS AND CLADDING WIND PRESSURES FOR UPLIFT REQUIREMENTS. DOUBLE 2x4 CONTINUOUS BLOCKING SHALL BE PROVIDED AT THE PEAK OF ROOF RIDGES WHERE PRESENT. 	INCLUDING SELF WEIGHTS) FROM THE WIND PRESSURES SHOWN.	
	STUDS, CAPS AND SILLS: SPF No. 2 OR BETTER BEAMS AND HEADERS: SPF No. 2 OR BETTER 5. LAMINATED VENEER LUMBER (LVL) SHALL MEET THE FOLLOWING MINIMUM DESIGN VALUES:	 11. EXTERIOR EXPOSED CONCRETE SHALL BE AIR-ENTRAINED. AIR CONTENT SHALL BE 6 PERCENT (+/-1 1/2 PERCENT). 12. PIPES AND CONDUITS EMBEDDED IN OR PASSING THROUGH STRUCTURAL MEMBERS MUST BE 	10. WOOD ROOF TRUSSES SHALL BE DESIGNED BY THE MANUFACTURER TO SUPPORT THE FOLLOWING MINIMUM LOADS UNLESS OTHERWISE NOTED ON PLAN. REFER TO PREFABRICATED TRUSS SCHEDULE(S) FOR ADDITIONAL ROOF LOADS:	GABLE ROOF BUILDING (7°< $\theta \le 45^{\circ}$) (h ≤ 60 FT)	QUASIUS
	$E = 2.0 \times 10^6 \text{ PSI}$ $F_b = 2,600 \text{ PSI}$	APPROVED BY THE STRUCTURAL ENGINEER. PIPE AND CONDUITS EMBEDDED IN CONCRETE SHALL NOT BE LARGER THAN 2 INCHES IN OUTSIDE DIAMETER AT THEIR WIDEST POINT OR FITTING OR 1/3 OF THE THICKNESS OF THE SLAB, BEAM OR WALL.	TOP CHORD DEAD LOAD 10 PSF (ON THE SURFACE AREA) BOTTOM CHORD DEAD LOAD 10 PSF (ON THE SURFACE AREA)		CONSTRUCTION CO. SHEBOYGAN, WI
	$F_{cz} = 2,510 PSI$ $F_{v} = 285 PSI$ 6. PARALLEL STRAND LUMBER (PSL) SHALL MEET THE FOLLOWING MINIMUM DESIGN VALUES:	13. ELECTRICAL CONDUIT OR PIPES EMBEDDED IN OR PASSING THROUGH SLABS, BEAMS OR WALLS SHALL BE LOCATED AND PLACED SO THAT:	ADDITIONAL 5 PSF AT ROOF TRUSSES SUPPORTING INFILL FRAMING AT EXTENSION OF ADJOINING ROOFS		
	COLUMNS AND POSTS: $E = 1.8 \times 10^6 \text{ PSI}$ $F_b = 2,400 \text{ PSI}$	 A. THEY ARE NOT CLOSER THAN THREE DIAMETERS ON CENTER. B. THE CONCRETE COVER IS NOT LESS THAN 2 INCHES. C. THEY RUN BETWEEN REINFORCING AND DO NOT DISPLACE IT IN ANY MANNER. 	11. ROOF TRUSS TOP CHORDS SHALL BE DESIGNED AS INDICATED BY LOADING ON THIS SHEET OR SNOW LOAD, WHICHEVER IS GREATER. SNOW LOADING SHALL TAKE DRIFTING SNOW INTO CONSIDERATION WHERE INDICATED ON SNOW DRIFT PLANS.		
	$F_c = 2,500 PSI$ $F_{cz} = 545 PSI$ $F_v = 190 PSI$	14. ALUMINUM CONDUITS SHALL NOT BE PLACED IN CONCRETE.15. CHAMFER ALL EXPOSED CONCRETE CORNERS. SEE ARCHITECTURAL/STRUCTURAL DRAWINGS FOR REQUIREMENTS.	12. TRUSS DESIGNER TO DESIGN FOR UPLIFT AT TRUSSES SUPPORTING INFILL FRAMING. REFER TO "COMPONENTS AND CLADDING" WIND LOAD TABLE FOR DESIGN LOADS. TRUSS DESIGNER SHALL DESIGN AND SUPPLY UPLIFT CONNECTIONS (HURRICANE TIES) AS REQUIRED.		PROJECT TITLE:
	7. ASSUMED BEARING CAPACITY FOR SPREAD FOOTINGS IS 1500 PSF. DESIGN LOADS:	16. CONCRETE SHALL BE TESTED BY THE OWNER'S TESTING LAB. REFER TO SPECIFICATIONS FOR REQUIREMENTS.	13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY AND PERMANENT BRACING AS REQUIRED FOR SAFE ERECTION AND PERFORMANCE OF THE TRUSSES, THE GUIDELINES SET FORTH BY THE TRUSS PLACE INSTITUTE PUBLICATION "HIB-91 COMMENTARY AND		EB FLO COFFEEHOUSE - ADDITION
	FLOOR LIVE LOAD PUBLIC ROOMS AND CORRIDORS SERVING THEM 100 PSF	17. PROPER CURING PROCEDURES SHALL BE USED FOR SLAB ON GRADE TO PREVENT CURLING.18. CALCIUM CHLORIDE SHALL NOT BE USED IN CONCRETE MIXES.	RECOMMENDATIONS FOR HANDLING, INSTALLING AND BRACING METAL PLATE CONNECTED WOOD TRUSSES" SHALL BE A MINIMUM REQUIREMENT. 14. TRUSS MEMBERS AND COMPONENTS SHALL NOT BE CUT, NOTCHED, DRILLED OR OTHERWISE	h B	
	FOR FLOOR LIVE LOAD < 80 PSF, A 15 PSF PROVISION FOR PARTITIONS HAS BEEN INCLUDED. ROOF LIVE LOAD	19. PROVIDE WATERSTOPS AT ALL CONSTRUCTION JOINTS BELOW THE WATER TABLE AND AS SHOWN ON DRAWINGS. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.	ALTERED IN ANY WAY WITHOUT THE WRITTEN APPROVAL OF THE TRUSS MANUFACTURER. 15. STRUCTURAL DRAWINGS DO NOT SHOW ALL BRACING AND BRIDGING. PROVIDING BRACING AND BRIDGING BOTH TEMPORARY AND PERMANENT FOR ALL WOOD TRUSSES AS		
С	MINIMUM ROOF LIVE LOAD 20 PSF LIVE LOAD REDUCTION	20. EPOXY FOR DRILLED AND EPOXIED REBAR SHALL CONFORM TO HILTI HIT-HY 200.	RECOMMENDED BY TRUSS PLATE INSTITUTE.		C Z 340 SOUTH PIER DRIVE
	LIVE LOAD REDUCTION PER IBC 2015 SECTION 1607.10 IS INCLUDED. ROOF SNOW LOAD RISK CATEGORY II	WOOD FRAMING	PERMANENT TRUSS BRACING	- A	SHEBOYGAN, WI 53081
	$\begin{array}{lll} \text{IMPORTANCE FACTOR} & \text{I}_{\text{S}} = & 1.0 \\ \text{GROUND SNOW LOAD} & \text{P}_{\text{g}} = & 35.0 \text{ PSF} \\ \text{FLAT ROOF SNOW LOAD} & \text{P}_{\text{f}} = & 18.0 \text{ PSF} \\ \text{EXPOSURE FACTOR} & \text{C}_{\text{e}} = & 0.8 \\ \end{array}$	 ERECTION OF ALL WOOD FRAMING SHALL CONFORM TO THE "NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION", ANSI/AWC NDS-2015. THE STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE DRAWINGS OF ALL 	PERMANENT BRACING SHALL COMPLY WITH TRUSS PLATE INSTITUTE "NATIONAL DESIGN STANDARD FOR BRACING METAL PLATE CONNECTED WOOD TRUSSES", DSB 2015. ALL PERMANENT AND TEMPORARY BRACING IS THE RESPONSIBILITY OF THE CONTRACTOR.		ISSUE:
	THERMAL FACTOR $C_t = 1.0$ REFER TO TABLE ON SHEET S-002 FOR SNOW DRIFT SURCHARGE	OTHER DISCIPLINES AND THE SPECIFICATIONS. THE CONTRACTOR SHALL VERIFY THE REQUIREMENTS OF OTHER TRADES AS TO SLEEVES, CHASES, HANGERS, INSERTS, ANCHORS, HOLES, AND OTHER ITEMS TO BE PLACED OR SET IN THE STRUCTURAL WORK.	AND SHALL COMPLY SBCA/BCSI 2022. 3. PROVIDE CONTINUOUS LATERAL BRACING AND DIAGONAL BRACING FOR TRUSS BOTTOM	= INTERIOR ZONE ROOF = ZONE 1 WALLS = ZONE 4 = END ZONE ROOF = ZONE 2 ROOF = ZONE 3 WALLS = ZONE 5	NO SNO
	LOADS (PD) AND WIDTHS OF SNOW DRIFTS (W) ROOF RAIN LOAD BUILDING HAS BEEN DESIGNED FOR RAIN LOADS PER IBC 2015 SECTION 1611.	 DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED, SUBJECT TO APPROVAL BY THE ENGINEER. 	 CHORDS. TOP CHORD BRACING IS PROVIDED BY PERMANENT WOOD SHEATHING. 4. WEB MEMBER BRACING (STRONGBACKING) SHALL BE PLACED AT A MINIMUM OF 10 FEET ON CENTER ALIGNED WITH BOTTOM CHORD BRACING. PROVIDE CONTINUOUS LATERAL BRACING 	WALLO - ZONE 3	요
	WIND LOAD RISK CATEGORY ULTIMATE WIND SPEED Vult = 115 MPH	4. ALL STRUCTURAL SYSTEMS RELATING TO WOOD FRAMING WHICH ARE TO BE COMPOSED OF COMPONENTS TO BE FIELD ERECTED SHALL BE SUPERVISED BY THE SUPPLIER DURING MANUFACTURING, DELIVERY, HANDLING, STORAGE, AND ERECTION IN ACCORDANCE WITH	AND DIAGONAL BRACING. 5. END BRACING SHALL BE PLACED CONTINUOUSLY ON ENDS OF TRUSS MEMBERS. WHERE CONTINUOUS LATERAL BRACING AND DIAGONAL BRACING ARE REQUIRED FOR WEB MEMBERS.		1 L
	NOMINAL WIND SPEED $V_{asd} = 89.1 \text{ MPH}$ EXPOSURE D INTERNAL PRESSURE COEFFICIENT $GC_{pi} = +/-0.18$	THE SUPPLIER'S INSTRUCTIONS AND REQUIREMENTS. 5. LOADING APPLIED TO THE STRUCTURE DURING THE PROCESS OF CONSTRUCTION SHALL	END BRACING IS NOT REQUIRED. 6. END BRACING AT ROOF AND FLOOR DIAPHRAGMS SHALL BE CONTINUOUS. TOP CHORD		
	COMPONENTS AND CLADDING REFER TO TABLE THIS SHEET SEISMIC LOAD RISK CATEGORY II	NOT EXCEED THE SAFE LOAD-CARRYING CAPACITY OF THE STRUCTURAL MEMBERS. THE LIVE LOADS USED IN THE DESIGN OF THIS STRUCTURE ARE INDICATED IN THE "DESIGN SPECIFICATIONS". DO NOT APPLY ANY CONSTRUCTION LOADS UNTIL STRUCTURAL FRAMING IS PROPERLY CONNECTED TOGETHER AND UNTIL ALL TEMPORARY BRACING IS IN PLACE.	TEMPORARY LATERAL RESTRAINT (TCTLR) WITH DIAGONAL BRACING, BLOCKING PANELS, RIBBON BOARDS WITH DIAGONAL BRACING, AND RIM BOARDS ARE ALL ACCEPTABLE END BRACES WHERE CONTINUOUS LATERAL BRACING AT TOP AND BOTTOM CHORDS ARE NOT REQUIRED. PROVIDE BLOCKING PANELS AT ALL EXTERIOR SHEAR WALLS UNLESS OTHERWISE		
	$ \begin{array}{llllllllllllllllllllllllllllllllllll$	6. ROOF DECK SHALL BE 5/8-INCH APA RATED SHEATHING, EXPOSURE 1. SEE SHEATHING LAYOUT AND FASTENING SCHEDULE.	GENERAL REQUIREMENTS		
	PARAMETERS $S_{D1} = 0.063 \text{ g}$ SEISMIC RESPONSE COEFFICIENT $C_s = 0.010$ RESPONSE MODIFICATION FACTOR $R = 6.5$ SITE CLASS D	7. ROOF SHEATHING TO BE LAID IN STAGGERED PATTERN WITH LENGTH/2 OVERLAP (MINIMUM) AT EACH EDGE. PROVIDE SIMPSON PSCL (OR APPROVED EQUAL) PANEL SHEATHING CLIPS AT ALL UNSUPPORTED PANEL EDGES. PROVIDE 2 CLIPS FOR ALL SHEATHING SPANS GREATER THAN OR EQUAL TO 28" BUT LESS THAN 36".	CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION AND JOB SITE		
	SEISMIC DESIGN CATEGORY SEISMIC FORCE-RESISTING SYSTEM LIGHT FRAME WOOD WALLS WITH STRUCTURAL WOOD SHEAR	8. ROOF SHEATHING SHALL NOT SPAN 24" OR GREATER IN ANY CASE.	SAFETY. 2. DIMENSIONS OF EXISTING CONSTRUCTION OR CONSTRUCTION IN PROGRESS SHALL BE VERIFIED AND COORDINATED PRIOR TO FABRICATION OF STRUCTURAL COMPONENTS.		<u>-</u>
	PANELS ANALYSIS PROCEDURE INDEX FORCE ANALYSISR DESIGN BASE SHEAR 0.010W KIPS	9. WALL AND SOFFIT SHEATHING SHALL BE 1/2-INCH APA RATED SHEATHING, EXPOSURE 2.10. NAILING OF WALL SHEATHING AND SOFFIT SHEATHING SHALL BE:	3. THE INTENT OF THESE DESIGN SPECIFICATIONS AND GENERAL NOTES IS TO INDICATE INFORMATION THAT IS ROUTINELY UTILIZED. ADDITIONAL PROJECT REQUIREMENTS ARE LOCATED WITHIN THE PROJECT SPECIFICATIONS, ALSO KNOWN AS THE PROJECT MANUAL		.10-0
	GENERAL NOTES	8d AT 6 INCHES ON CENTER AT PANEL EDGES 8d AT 12 INCHES ON CENTER AT INTERMEDIATE FRAMING MEMBERS	CONFLICTING INFORMATION BETWEEN THESE DRAWINGS AND THE PROJECT SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER.		025-
	EARTHWORK	 11. INSTALL ALL SHEATHING WITH THE LONG DIMENSIONS OF THE PANEL ACROSS SUPPORTS AND WITH PANEL CONTINUOUS OVER TWO OR MORE SPANS. STAGGER PANEL END JOINTS. ALLOW 1/8-INCH SPACING AT PANEL ENDS AND EDGES UNLESS OTHERWISE RECOMMENDED BY THE SHEATHING MANUFACTURER. 	4. WHILE THE DESIGN DOCUMENTS MAY REFERENCE OSHA, THEY ARE NOT INTENDED TO SPECIFICALLY IDENTIFY ALL APPLICABLE OSHA REQUIREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND COMPLY WITH ALL APPLICABLE OSHA REQUIREMENTS.		
	 FOOTINGS SHALL BE CAST ON UNDISTURBED SUBSOIL. IF DESIGN CAPACITY IS NOT ENCOUNTERED AT THE ELEVATIONS SHOWN, FOOTINGS MUST BE LOWERED. CONSULT ENGINEER BEFORE PROCEEDING. 	12. ALL SHEATHING SHOWN ON THE STRUCTURAL DRAWINGS SHALL MEET THE REQUIREMENTS OF THE U.S. PRODUCT STANDARD PS-1 FOR STRUCTURAL 1 GRADE MATERIAL.	 RESISTANCE TO LATERAL LOADS ON STRUCTURE IS PROVIDED BY WOOD SHEAR WALLS AND ROOF DIAPHRAGMS. CONTRACTOR SHALL PROVIDE SUFFICIENT TEMPORARY BRACING UNTIL ALL LATERAL SUPPORT SYSTEMS ARE IN PLACE AND FUNCTIONAL. 		
	 NO HOLES, TRENCHES OR DISTURBANCES OF THE SOIL SHALL BE ALLOWED WITHIN THE VOLUME DESCRIBED BY 45 DEGREE LINES SLOPING FROM THE BOTTOM EDGE OF THE FOOTING. IF SUCH ARE REQUIRED, FOOTINGS MUST BE LOWERED. 	13. ALL NAILING SHALL BE CAREFULLY DRIVEN AND NOT OVERDRIVEN. THE USE OF STAPLES IS PROHIBITED.	6. ALL STRUCTURAL FRAMING AND CONNECTIONS HAVE BEEN DESIGNED FOR THE FINAL COMPLETED CONDITION AND HAVE NOT BEEN INVESTIGATED FOR POTENTIAL LOADINGS ENCOUNTERED DURING ERECTION AND CONSTRUCTION. ANY INVESTIGATION OF THE		
	3. BACKFILL EVENLY ON EACH SIDE OF FOUNDATION WALLS AND RETAINING WALLS.4. TOPSOIL AND FILL BELOW SLABS ON GROUND SHALL BE REMOVED. AGGREGATE BASE COURSE	14. ALL EXTERIOR WALL AND ROOF SHEATHING NAILS SHALL BE HOT-DIPPED GALVANIZED UNLESS NOTED OTHERWISE.15. CONTRACTOR SHALL VERIFY AND COORDINATE THE LOCATION OF ALL SHEAR WALL	STRUCTURAL FRAMING AND CONNECTIONS FOR ADEQUACY DURING THE ERECTION AND CONSTRUCTION PROCESS IS THE RESPONSIBILITY OF THE CONTRACTOR. 7. VERIFY AND COORDINATE, WITH ALL CONTRACTORS, THE LOCATION OF ALL ARCHITECTURAL		
	UNDER SLABS ON GROUND SHALL BE AS SPECIFIED COMPACTED TO 6-INCH LAYERS (EXCEPT WHERE LOOSE FILL IS INDICATED ON DRAWINGS). 5. BACKFILL AGAINST INTERIOR FOUNDATION WALLS SHALL BE AS SPECIFIED COMPACTED TO	ANCHORS WITH CONCRETE AND FRAMING CONTRACTORS PRIOR TO FABRICATION AND ERECTION. 16. HANGER CONNECTIONS SHALL DEVELOP THE SHEAR STRENGTH OF THE TRUSS. BEAM OR	SHOP DRAWINGS AND SUBMITTALS		
	6. BACKFILL AGAINST EXTERIOR FOUNDATION WALLS SHALL BE AS SPECIFIED COMPACTED TO MAXIMUM 6-INCH LAYERS. 6. BACKFILL AGAINST EXTERIOR FOUNDATION WALLS SHALL BE AS SPECIFIED COMPACTED TO MAXIMUM 6-INCH LAYERS.	JOIST. 17. NAILING OF WOOD FRAMING MEMBERS SHALL CONFORM TO THE FASTENER REQUIREMENTS	SHOP DRAWINGS AND CALCULATIONS BEARING A REGISTERED ENGINEER'S CERTIFICATION SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND SHALL CONTAIN THE FOLLOWING		
	MAXIMUM 6-INCH LAYERS.7. PROVIDE MINIMUM 24 INCHES OF FREE DRAINING AGGREGATE AS SPECIFIED OVER ALL DRAIN TILES AND 4 INCHES BELOW.	OF IBC 2018 2304.10.1. 18. ALL FRAMING EXPOSED TO THE WEATHER OR IN CONTACT WITH CONCRETE SHALL BE PRESSURE-TREATED IN ACCORDANCE WITH THE AMERICAN WOOD PRESERVERS	INFORMATION FOR EACH TYPE AND SIZE TRUSS ASSEMBLY TO BE PROVIDED: A. DETAIL OF TRUSS SHOWING SIZE OF MEMBERS.		
		ASSOCIATION SPECIFICATIONS. WHERE POSSIBLE, ALL CUTS AND HOLES SHOULD BE COMPLETED BEFORE TREATMENT. CUTS AND HOLES DUE TO THE ON-SITE FABRICATION SHALL BE BRUSHED WITH 2 COATS OF COPPER NAPHTHENATE SOLUTION CONTAINING A MINIMUM OF 2% METALLIC COPPER IN SOLUTION (PER AWPA STANDARD M4).	B. SPECIES AND WORKING STRESS OF LUMBER USED C. LOADING CONDITIONS USED IN DESIGN. D. CALCULATED FORCES FOR EACH MEMBER. E. CONNECTOR SIZES AND LOCATION.		
		19. PREFABRICATED METAL JOIST HANGERS, HURRICANE CLIPS, HOLD-DOWN ANCHORS, AND OTHER ACCESSORIES SHALL BE AS MANUFACTURED BY "SIMPSON STRONG-TIE COMPANY"	2. INFORMATION PROVIDED ON SHOP DRAWINGS SHALL ALSO TAKE INTO ACCOUNT AND SHOW ALL SPECIAL DESIGN, FRAMING, AND CONNECTION REQUIREMENTS FOR TRUSSES, SUCH AS AT CONCENTRATED LOADS, UNBALANCED OR UNSYMMETRICAL LOAD CONDITIONS, AND		PROJECT NUMBER: 2025 0141 00
		OR APPROVED EQUAL. INSTALL ALL ACCESSORIES PER THE MANUFACTURER'S REQUIREMENTS. ALL STEEL SHALL HAVE A MINIMUM THICKNESS OF 0.04 INCHES (PER ASTM A653) AND BE GALVANIZED (G60 COATING).	OTHER NON TYPICAL FRAMING DETAILS. 3. AN ERECTION PLAN OF THE TRUSS FRAMING, CONCRETE, REBAR AND WOOD WALL PANELS		PROJECT NUMBER: 2025-0141.00 DATE: 10/01/2025
		20. REFER TO ARCHITECTURAL DRAWINGS FOR WALL ASSEMBLIES. COORDINATE SHEATHING LAYER REQUIREMENTS AND PLACEMENT TO MAINTAIN SPECIFIED STC RATINGS.	SHALL BE PROVIDED INDICATING ALL TRUSS LOCATIONS AND FRAMING CONDITIONS.		DRAWN BY: MTD
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					SHEET TITLE:
					GENERAL NOTES
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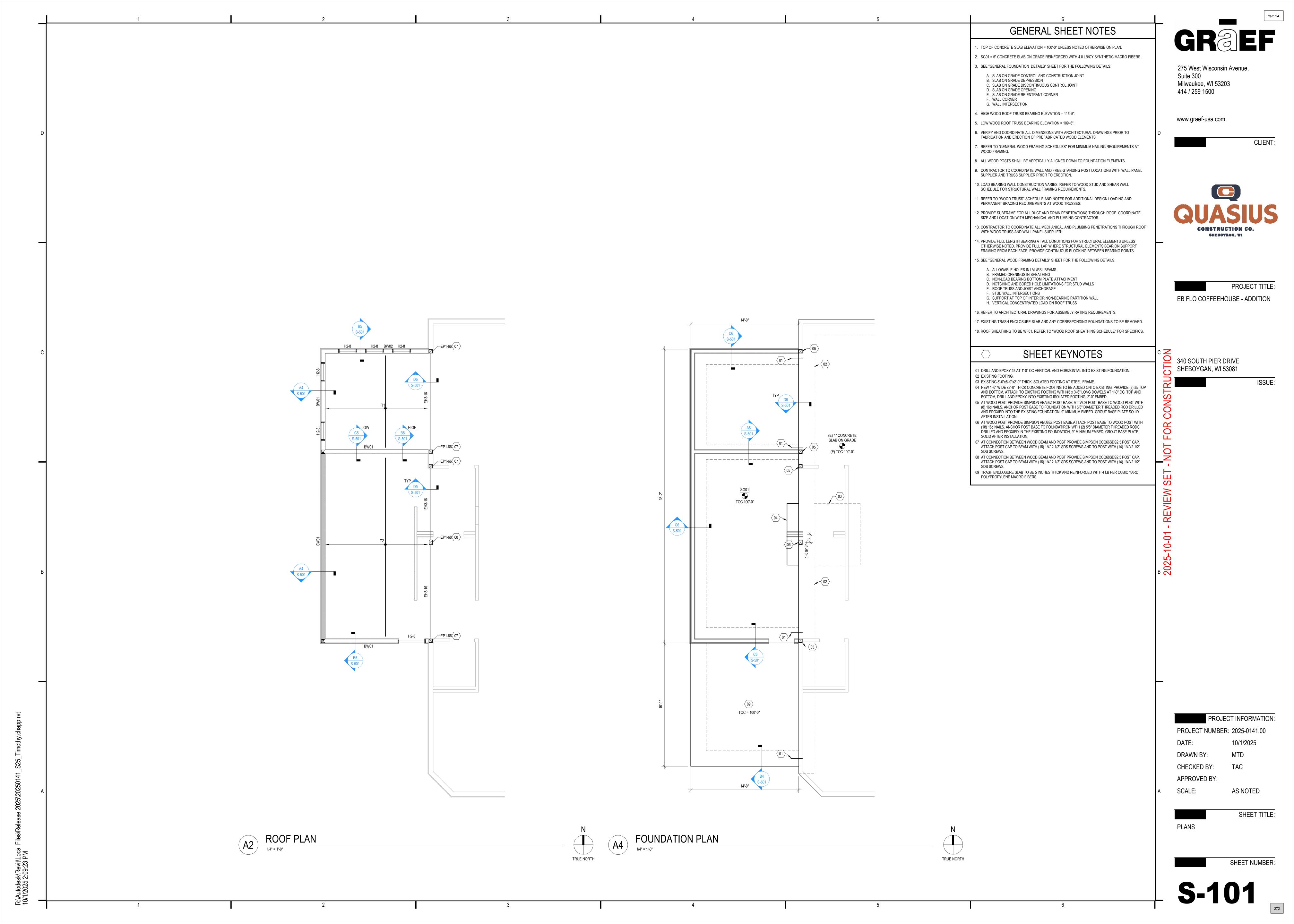


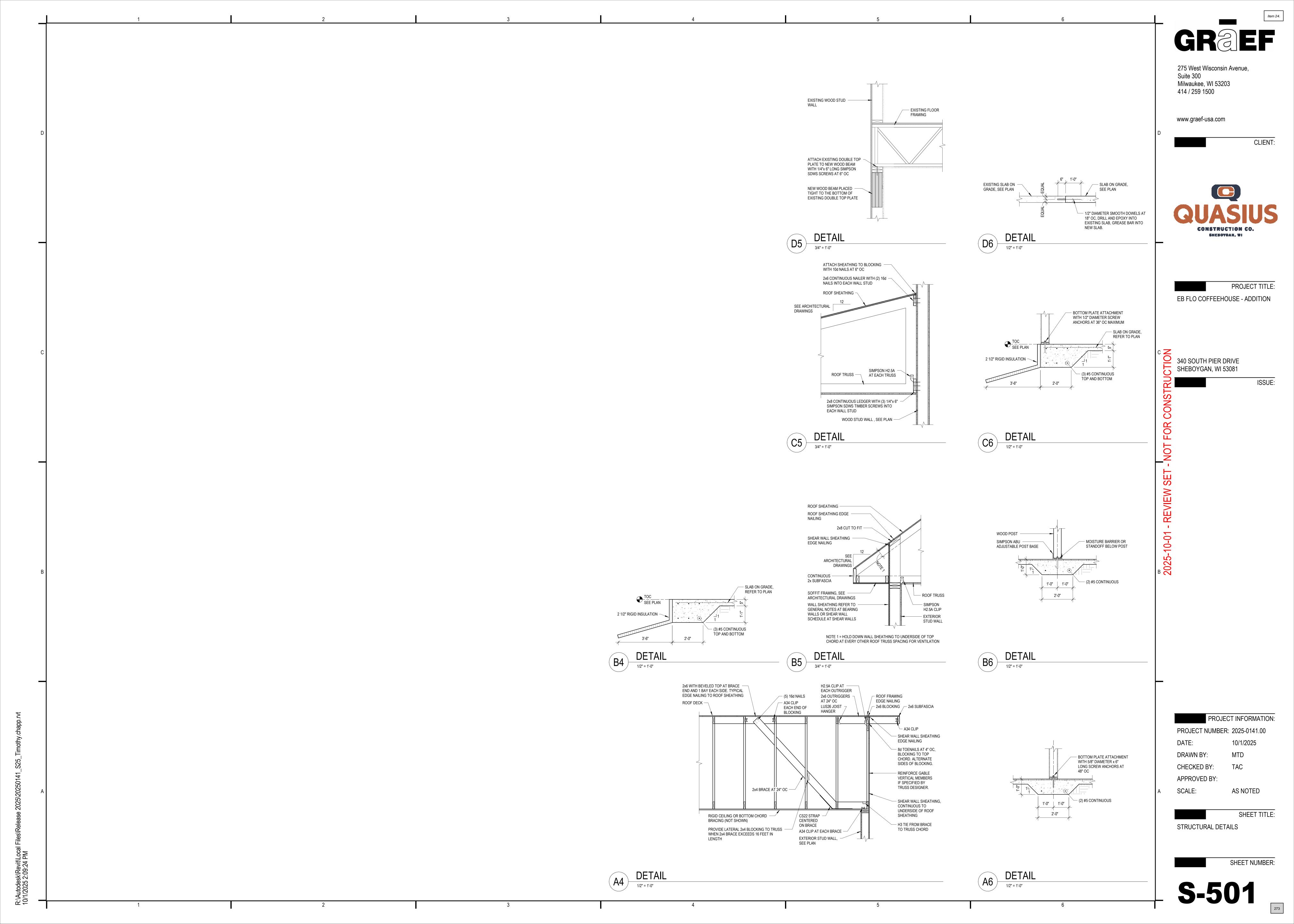


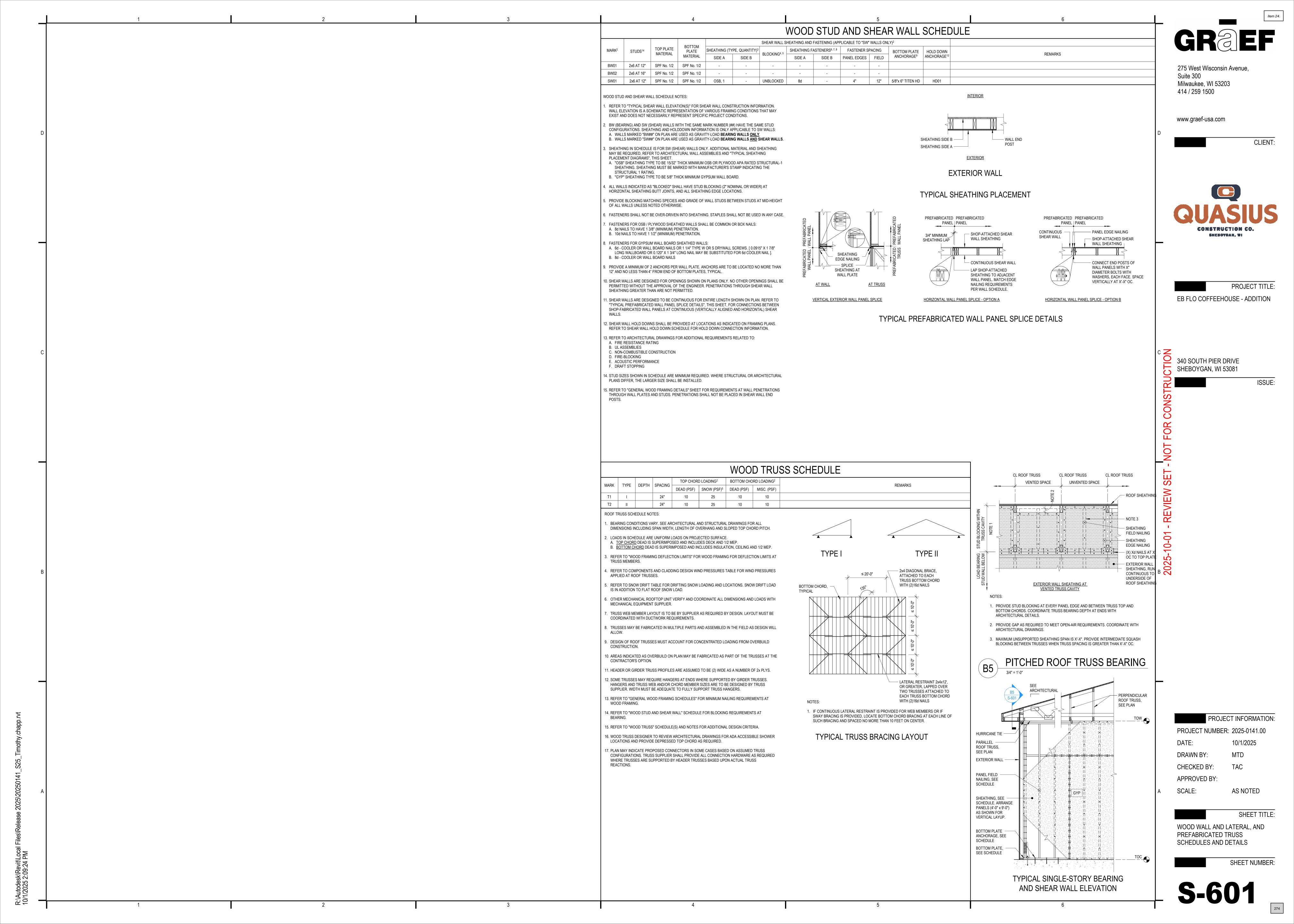


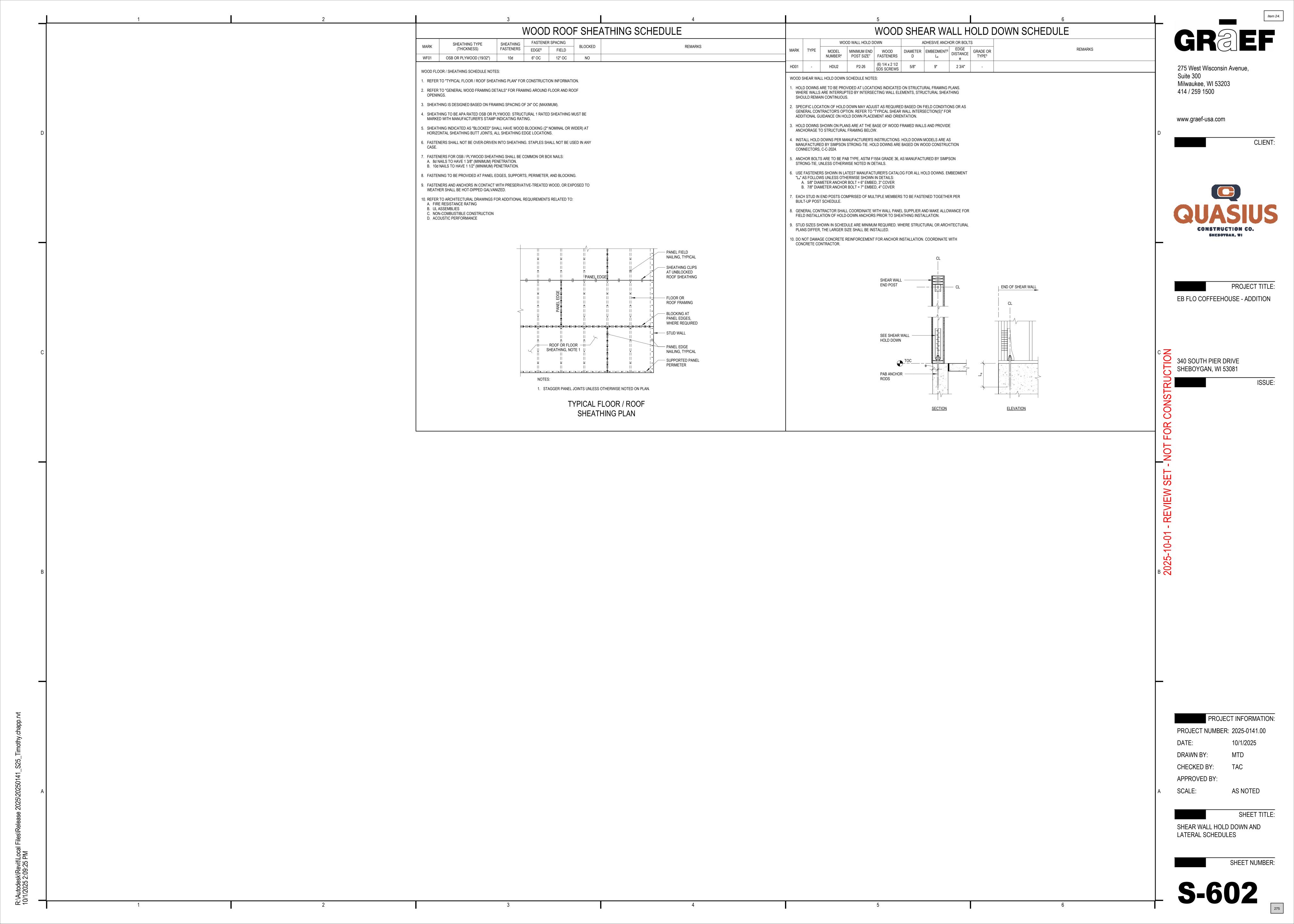


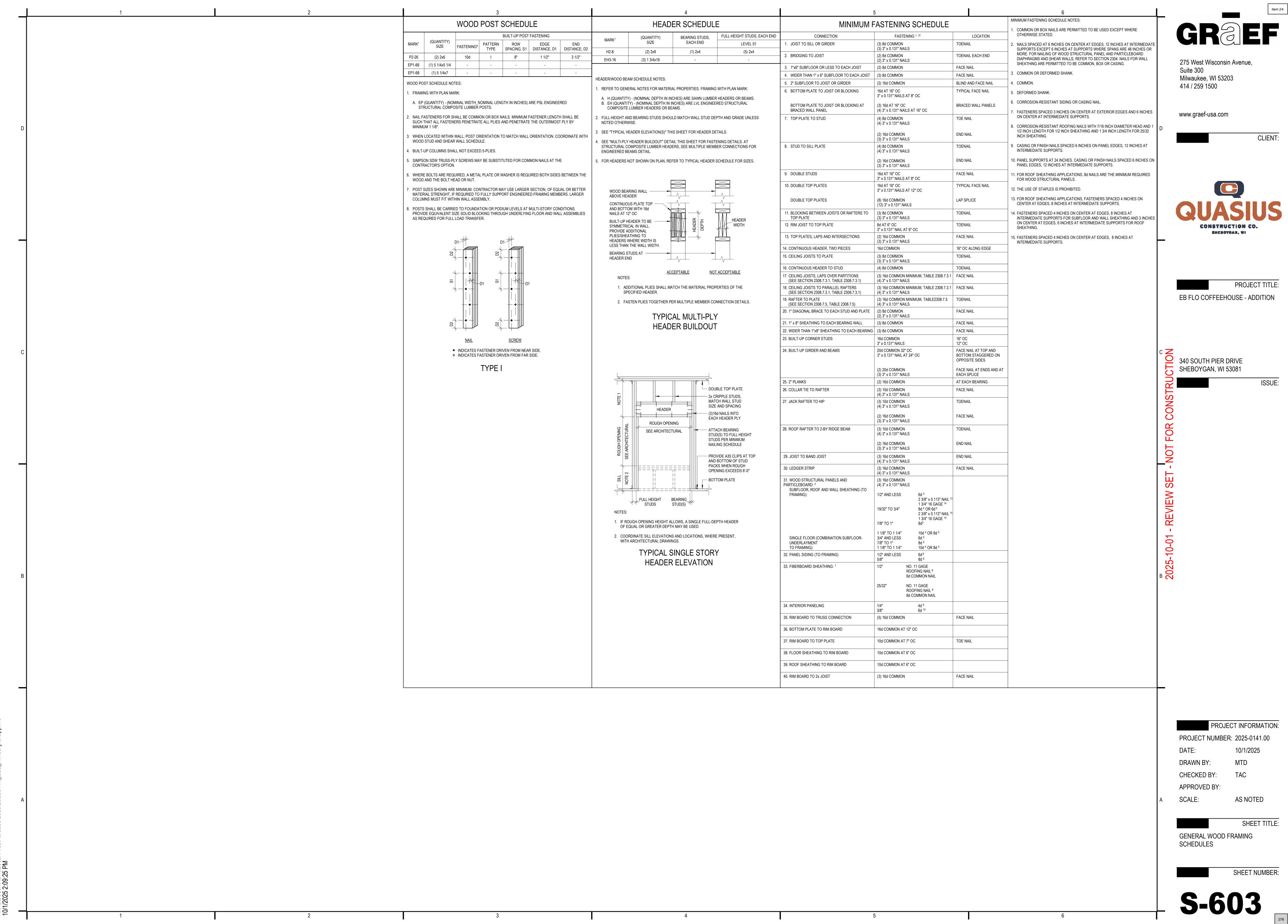
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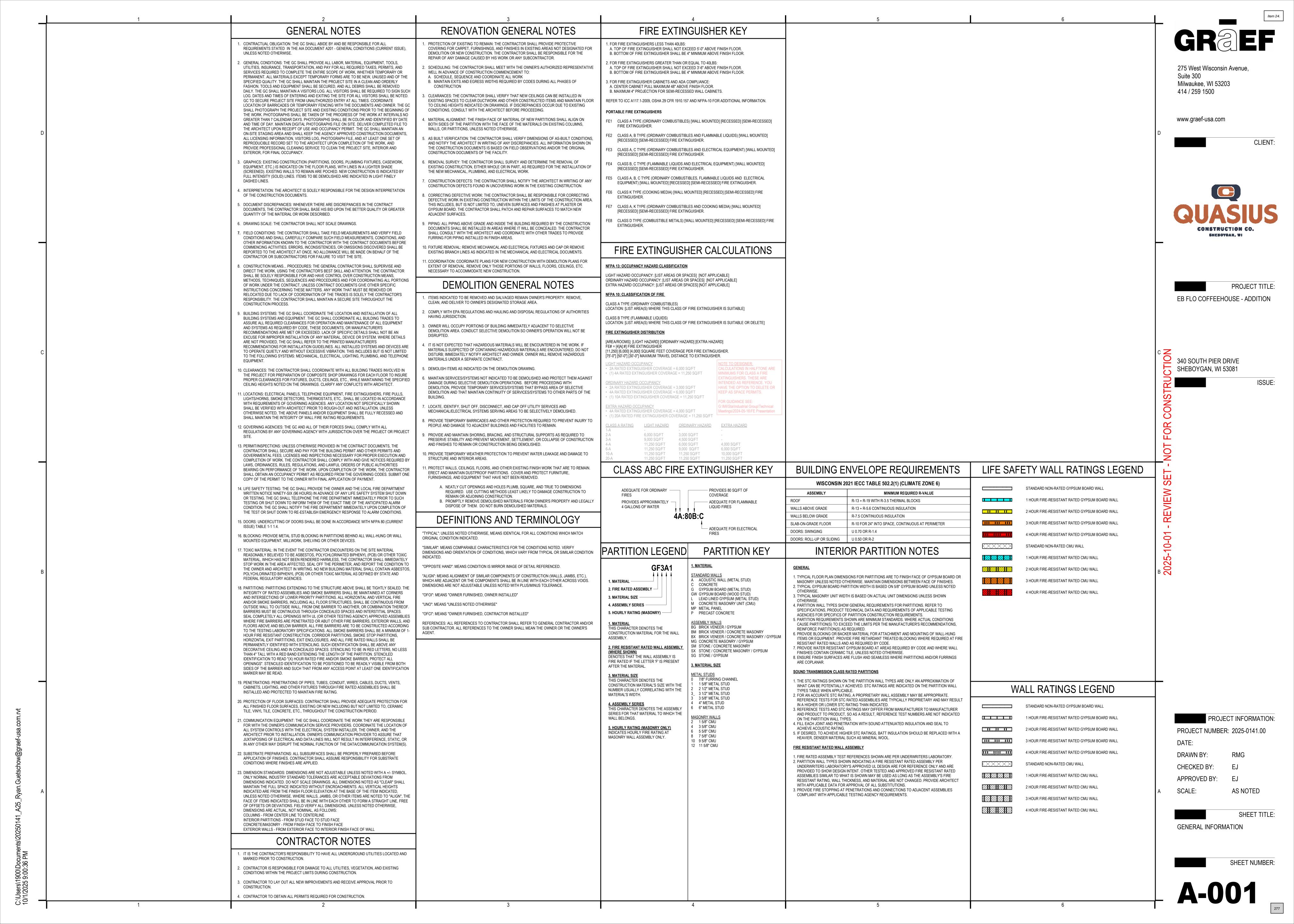


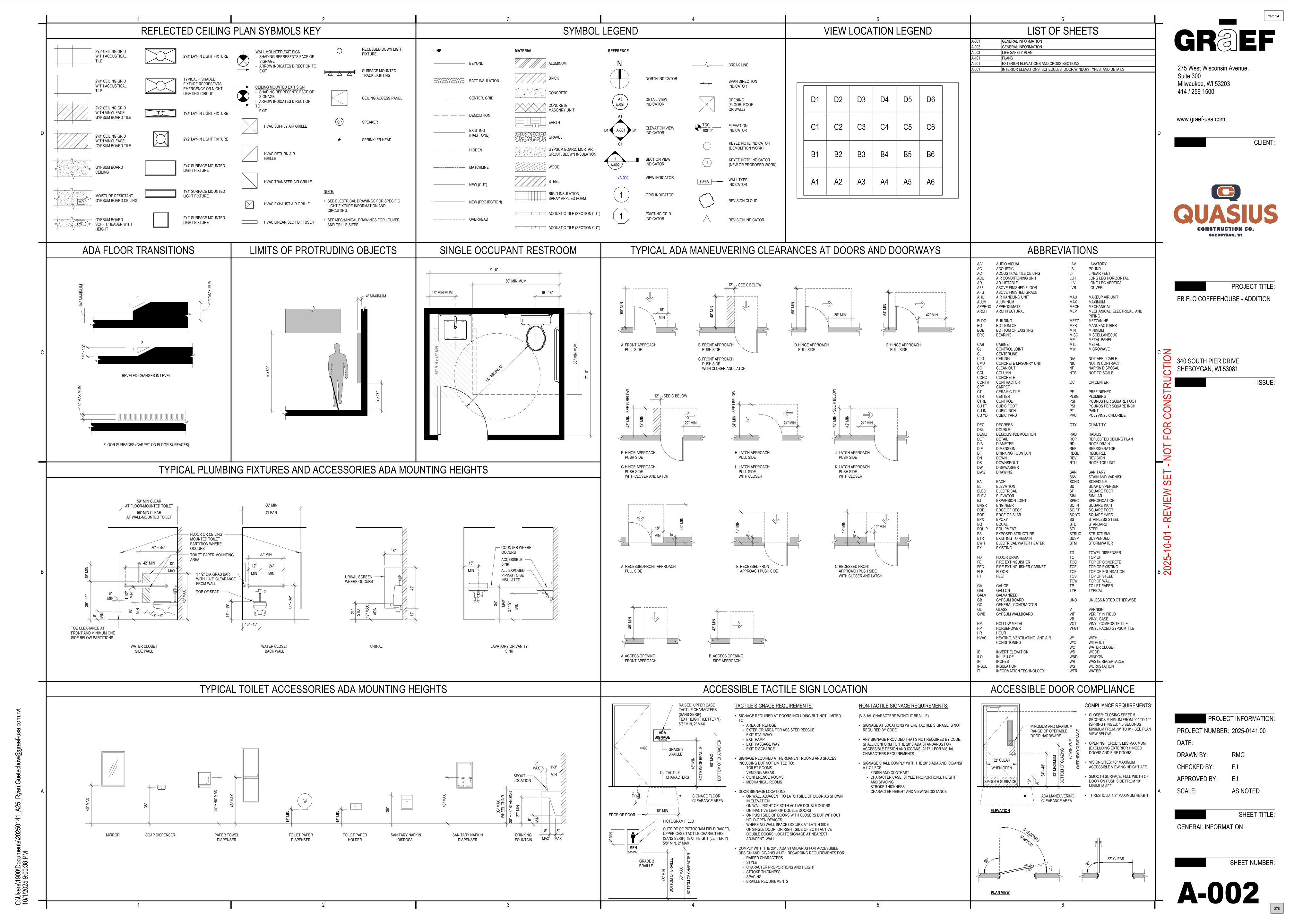


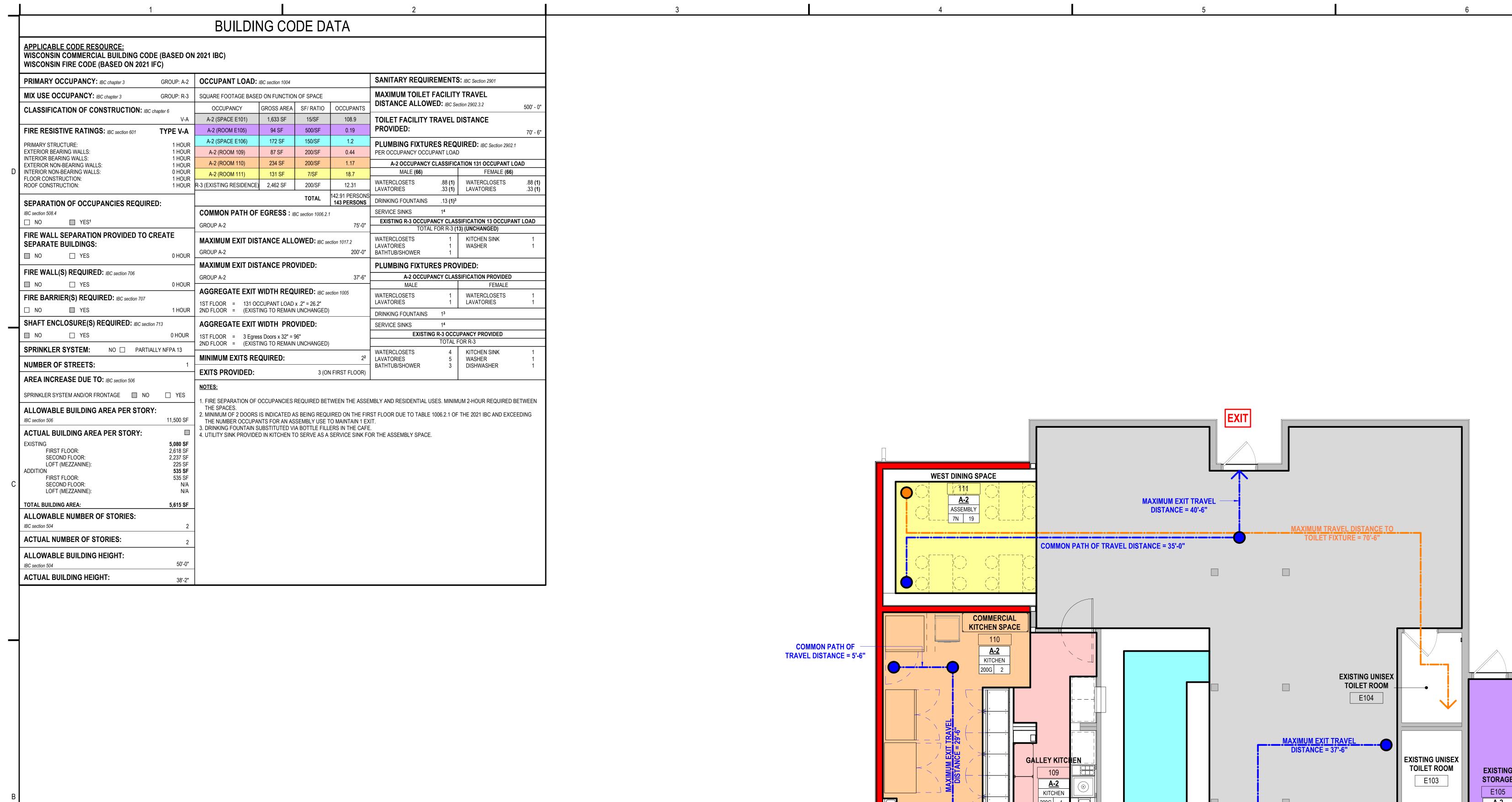


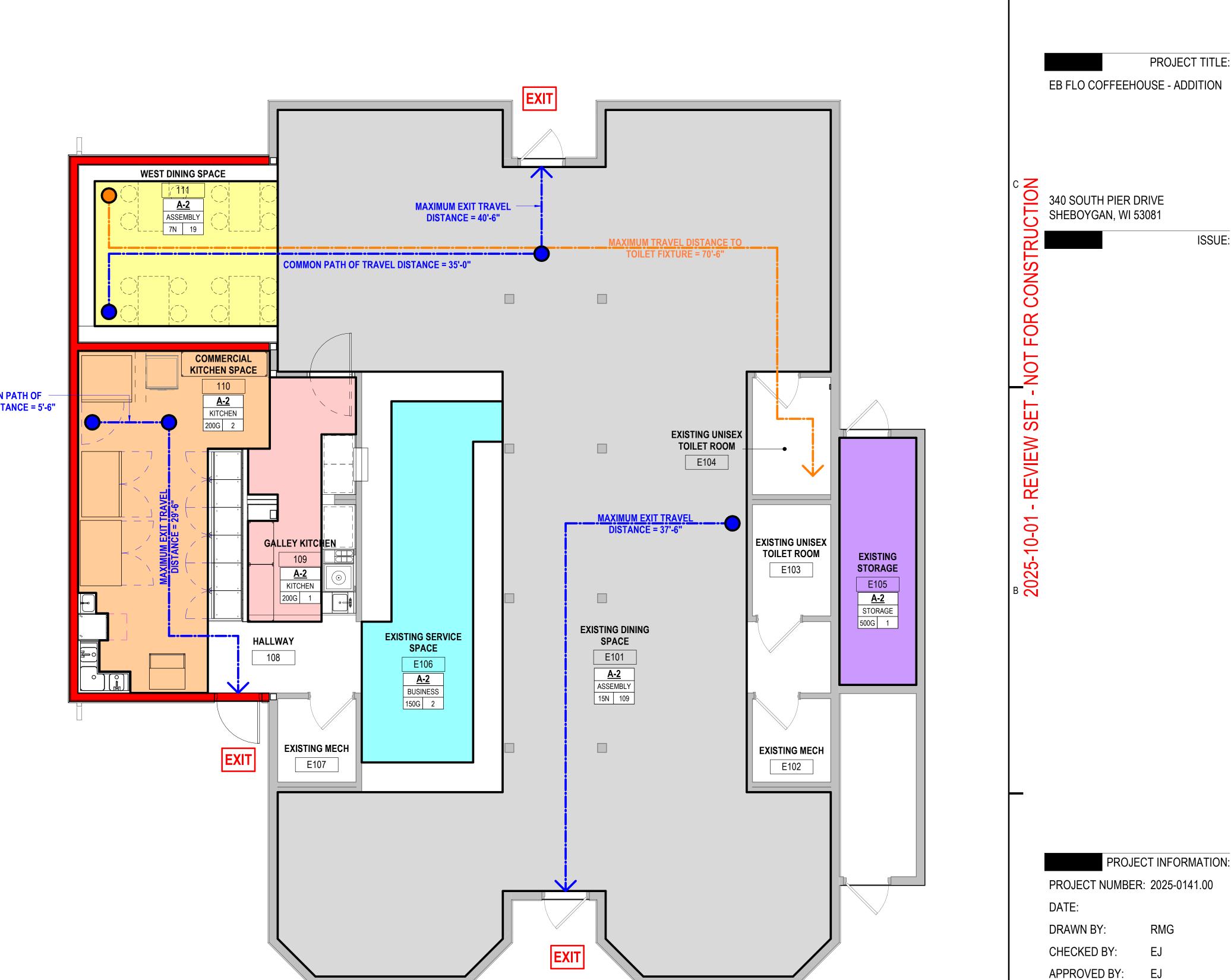












FIRST FLOOR PLAN

AS NOTED

SHEET TITLE:

SCALE:

LIFE SAFETY PLAN

275 West Wisconsin Avenue,

CONSTRUCTION CO.

CLIENT:

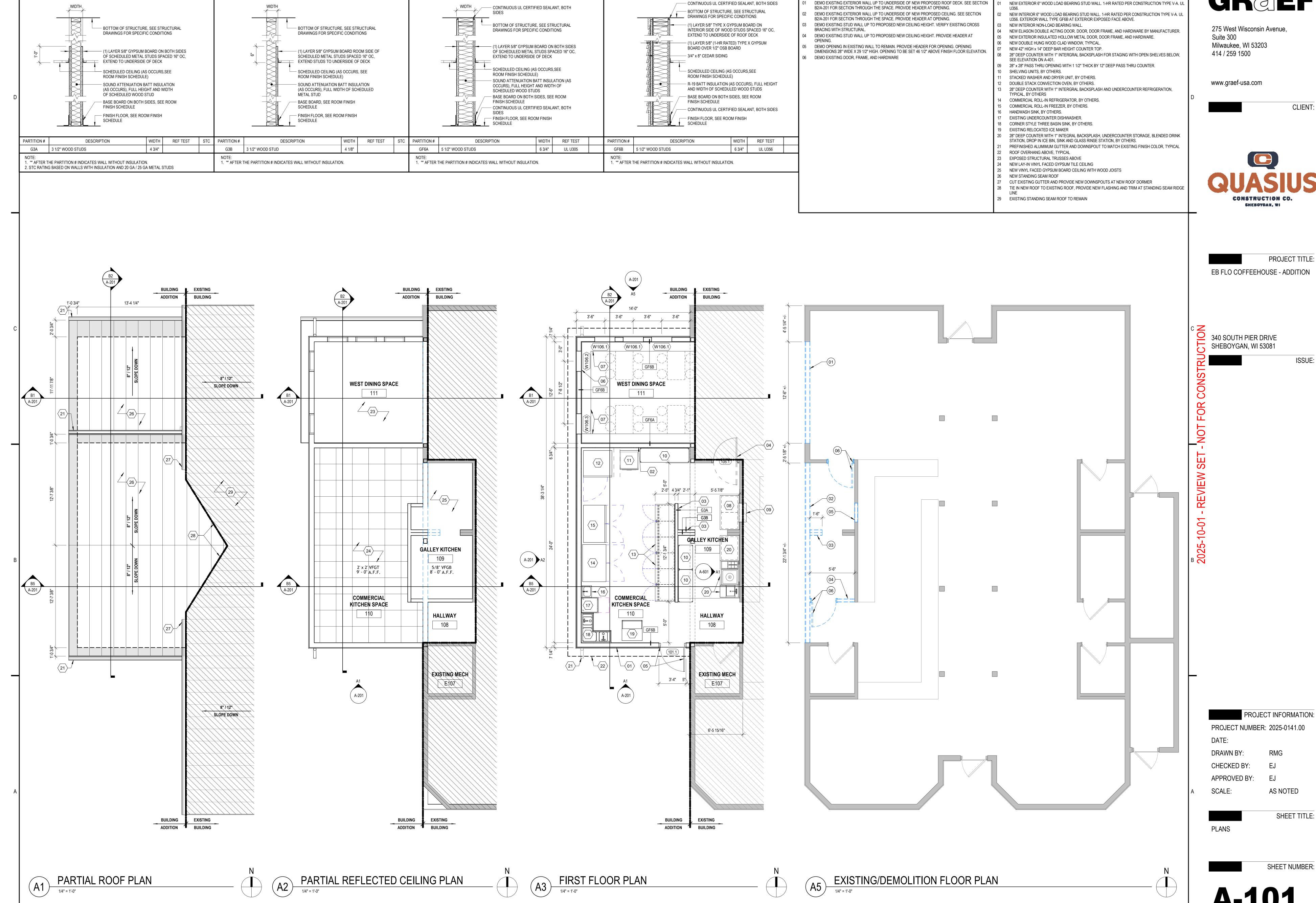
PROJECT TITLE:

Milwaukee, WI 53203

www.graef-usa.com

414 / 259 1500

Suite 300



1-HOUR FIRE RATED ASSEMBLY

INTERIOR LOAD BEARING

DEMO SHEET KEYNOTES

SHEET KEYNOTES

NON-RATED PARTITION: (1) SIDE 5/8" GYPSUM BOARD

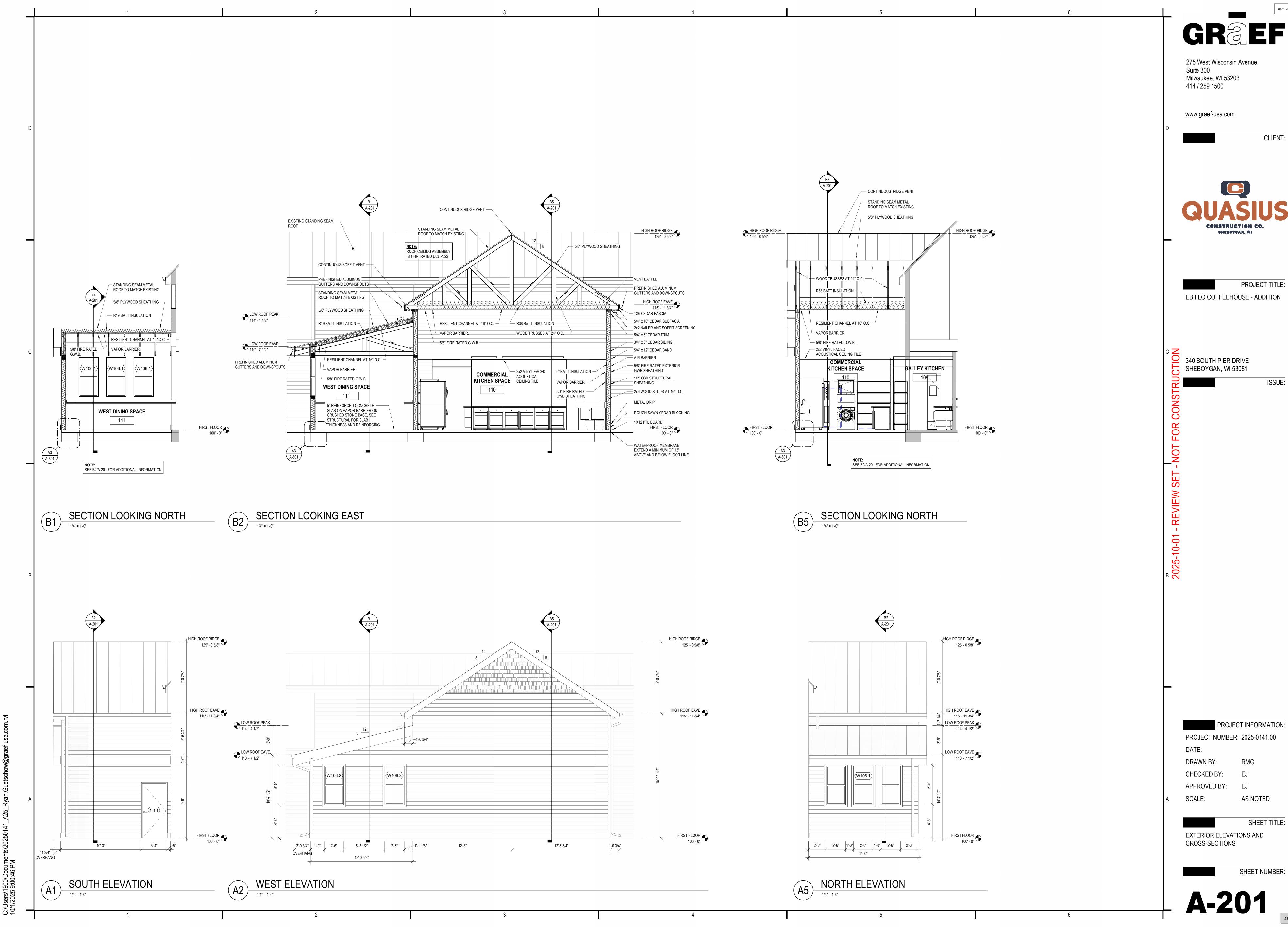
PARTIAL HEIGHT

1-HOUR FIRE RATED ASSEMBLY

INTERIOR LOAD BEARING

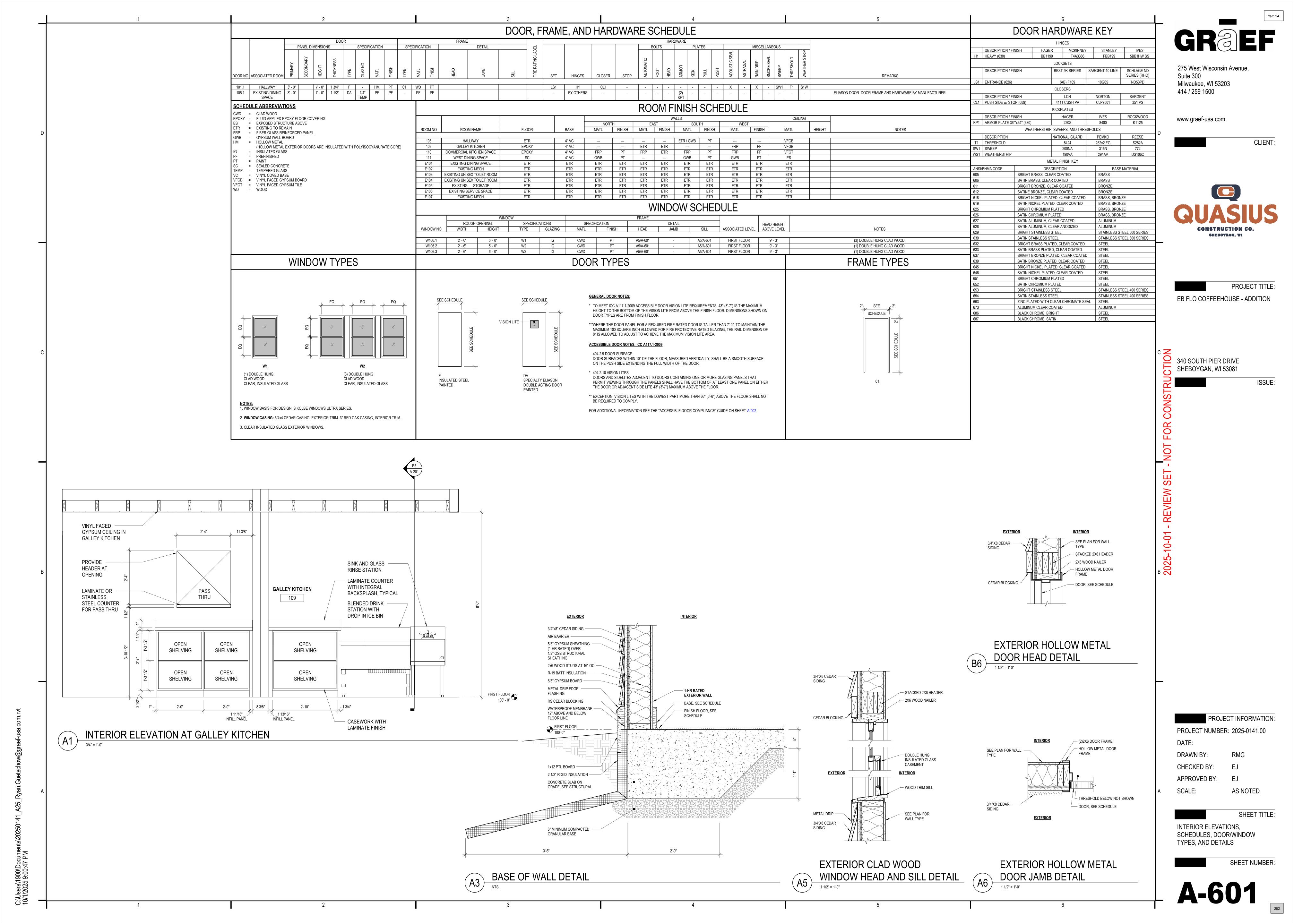
NON-RATED PARTITION: (2) SIDES 5/8" GYPSUM BOARD

PARTIAL HEIGHT





PROJECT TITLE:





CITY OF SHEBOYGAN

APPLICATION FOR PLANNED UNIT DEVELOPMENT

Fee:	\$250.00	-
Revie	ew Date:	

Read all instructions before completing. If additional space is needed, attach additional pages.

SECTION 1: Applicant/Permittee Info	rmation				
Applicant Name (Ind., Org. or Entity)	Authorized Repres	entative	Title		
QUASIUS CONSTRUCTION, INC.	· -	-404	PROJECT MANAGELL		
Mailing Address	City	_000 9	State	ZIP Code	
PO BOX 727	SHEBOYA	A-1	w±	53080-	
Email Address	Phone Number (in		Fax Number (in		
SLENDY QUASTUS. COM	920-627-80		NA		
SECTION 2: Landowner Information (c			owner is differe	nt than applicant)	
Applicant Name (Ind., Org. or Entity)	Contact Person		Title		
CHATEFUL PROPERTIES, LLC	JASON LAV	300VE	OWNER	-	
Mailing Address	City		State	ZIP Code	
3425. PIEN DRIVE	SHEBOYGAN		WI	53081	
Email Address	Phone Number (in	cl. area code)	Fax Number (in		
JASON PLABOUVE. NET	920-912-	8787	NA		
SECTION 3: Project or Site Location				1 1 1 1 1 1 1 1 W	
Project Address/Description			Parcel No.		
342 5 PIEN DRIVE			592813	22033	
SECTION 4: Proposed Planned Unit De			- T T T T T T	and the state of	
Name of Proposed/Existing Business:		OFFEEHOUSE			
Existing Zoning:	P.U.D.				
Present Use of Parcel:	COFFEEHOUSE + CONDO				
Proposed Use of Parcel:	SAME AS EXISTENG				
Present Use of Adjacent Properties:	VACANT TO TH	he west, min	I GOLF COUN	ISE TO EAST	
SECTION 5: Certification and Permission					
Certification: I hereby certify that I am		•			
the subject of this Permit Application. I					
accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply					
with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the					
provisions of applicable laws.					
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this					
notice and application, and to determine compliance with any resulting permit coverage.					
Name of Owner/Authorized Representative (please print) Title Phone Number FNOTECT MANAGEN 970-627-8056					
SAM LENDY		trusted ma)-10×1-7024	
Signature of Applicant	A/1-		Date Signed	~	
Janu Jan L			10/6/20:	<u> </u>	

Complete application is to be filed with the Department of City Development, 828 Center Avenue, Suite 208. To be placed on the agenda of the City Plan Commission, application must be filed three weeks prior to date of meeting. Applications will not be processed if all required attachments and filing fee of \$250 (payable to the City of Sheboygan) are not submitted along with a complete and legible application. Application filing fee is non-refundable.

GDP/SIP Description:

- 1. The proposed project is an addition to the existing building that currently houses Eb Flo Coffeehouse on the first floor and a private residence on the second floor. The addition will house an improved and expanded kitchen and dining area to serve the patrons of the coffee shop. The design intent of the new addition is to make it blend seamlessly with the existing building using like materials inside and to make it look like it has been in place since the original construction of the building. The existing public use areas that surround the building will be maintained post construction with small modifications to support the new addition.
- The mix of dwelling unit times and land use will remain unchanged.
- The general treatment of natural features will be similar to existing. There is quite a bit of landscaping on the property presently and it is the intent of the project to mimic that feature going forward.
- 4. The relationship of the building with nearby properties and streets will remain unchanged.
- 5. The project intent fits within the comprehensive master plan.
- 6. The property is currently zone PUD.
- 7. All zoning standards will be met.
- 8. No modifications to the requirements of the zoning district are being requested.
- 9. Signage on the building will remain unchanged. 1 light will be relocated from above the existing exit that is being eliminated and installed over the new exist from the new kitchen.
- 10. We are proposing keeping the building zoned as PUD because the overall use of the site is not changing, and the only reason for renovation is to support the growing demand and popularity of the coffee shop.
- 11. The SIP will strictly conform to the approved GDP.