



PUBLIC WORKS COMMITTEE AGENDA

August 09, 2022 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call - Alderpersons Dekker, Perrella, Salazar, Ramey, and Rust may attend meeting remotely.
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: July 26, 2022

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 44-22-23 / August 1, 2022: A resolution improving pet-friendly access to public spaces.
7. Res. No. 47-22-23 / August 1, 2022: A resolution authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.
8. Res. No. 50-22-23 / August 1, 2022: A resolution authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the 2nd Creek Dry to Wet Pond Conversion.
9. Direct Referral Res. No. 51-22-23 / August 9, 2022: A resolution authorizing the appropriate City Officials to enter into a contract with SmithGroup Inc. for the study and design of Harbor Centre Marina Upgrades in a two-phased approach wherein phase 1 includes analyzing existing conditions and phase 2 includes designing a new dock system and break water/harbor improvements as identified in the scope of services provided August 2, 2022.

NEXT MEETING DATE

10. Next Regular Meeting Date: August 23, 2022

ADJOURNMENT

11. 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
PUBLIC WORKS COMMITTEE MINUTES
Tuesday, July 26, 2022

COMMITTEE MEMBERS PRESENT: Alderperson Amanda Salazar, Chair Dean Dekker, Vice Chair Grazia Perrella, Alderperson Zach Rust, and Alderperson Angela Ramey.

STAFF/OFFICIALS PRESENT: Director of Public Works David Biebel, City Engineer Ryan Sazama, Superintendent of Facilities and Traffic Mike Willmas, and Business Manager Dawn Sokolowski.

OPENING OF MEETING

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:30 PM.

2. Roll Call - Alderpersons Dekker, Perrella, Ramey, Rust and Salazar may attend meeting remotely.
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: July 12, 2022

MOTION TO APPROVE MINUTES FROM JULY 12, 2022

Motion made by Alderperson Salazar, Seconded by Alderperson Rust.

Voting Yea: Alderperson Salazar, Chair Dekker, Vice Chair Perrella, Alderperson Rust, Alderperson Ramey

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 39-22-23 / July 18, 2022: A resolution authorizing the appropriate City officials to enter into a contract with Elexco, Inc. for the installation of fiber optic cable at the Uptown Social facility and connecting the facility to the existing "Ring of Fiber" fiber optic cable network.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Vice Chair Perrella, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Chair Dekker, Vice Chair Perrella, Alderperson Rust, Alderperson Ramey

7. Mid-Year Performance Report for the Department of Public Works. DISCUSSION ONLY

NEXT MEETING DATE

8. Next Regular Meeting Date: August 9, 2022

ADJOURNMENT

9. Motion to adjourn

MOTION TO ADJOURN AT 6:25 PM

Motion made by Alderperson Salazar, Seconded by Alderperson Ramey.

Voting Yea: Alderperson Salazar, Chair Dekker, Vice Chair Perrella, Alderperson Rust, Alderperson Ramey

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution improving pet-friendly access to public spaces.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: August 5, 2022

MEETING DATE: August 9, 2022

FISCAL SUMMARY:

Budget Line Item:
 Budget Summary:
 Budget Expenditure:
 Budgeted Revenue:

STATUTORY REFERENCE:

Wisconsin
 Statutes:
 Municipal Code:

BACKGROUND / ANALYSIS: Since its creation in 2020, the Pet Friendly Task Force has sought to make the City of Sheboygan more accessible and friendlier to pets and pet-owners. The Task Force undertook a community-wide survey to identify ways the City can become more pet friendly. The Task Force applied for a grant funding and was awarded a \$20,000 "Better Cities for Pets" grant from Mars Petcare to increase opportunities for residents to spend time out with their pets.

STAFF COMMENTS: The Department of Public Works has no objections to working in collaboration with the City Attorney, to amend the park rules and any applicable ordinances to allow for leashed pets at Evergreen Park, Jaycee Park, Jaycee Park to Mill Road along the Pigeon River corridor, and Southshore Beach from Indiana Avenue to Clara Avenue

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 44-22-23 a resolution improving pet-friendly access to public space.

ATTACHMENTS:

- I. Res. No. 44-22-23

III
Res. No. 44 - 22 - 23. By Alderperson Ackley. August 1, 2022.

A RESOLUTION improving pet-friendly access to public spaces.

WHEREAS, since its creation in 2020, the Pet Friendly Task Force ("Task Force") has sought to make the City of Sheboygan more accessible and friendlier to pets and pet-owners; and

WHEREAS, the Task Force undertook a community-wide survey to identify ways in which the City can become more pet friendly; and

WHEREAS, one of the areas of improvement identified in the survey was a need for more opportunities for residents to spend time in public spaces with their pets and to better identify spaces where pets are and are not allowed; and

WHEREAS, the Task Force applied for grant funding to help finance changes to help the City become more pet friendly; and

WHEREAS, the City was awarded a \$20,000 "Better Cities for Pets" grant from Mars Petcare to increase opportunities for residents to spend time outside with their pets; and

WHEREAS, the Task Force, in partnership with Parks Superintendent Joe Kerlin, has identified several public spaces where the City does not currently allow pets but could without adverse impact to the residents or facilities.

NOW, THEREFORE, BE IT RESOLVED: That the City accepts the \$20,000 "Better Cities for Pets" grant.

BE IT FURTHER RESOLVED: That the Finance Director shall deposit the grant funds into account 101.260000 (General Fund Deferred Revenue).

BE IT FURTHER RESOLVED: That the Department of Public Works, in collaboration with the City Attorney, shall amend the Park Rules and any applicable ordinances to allow for leashed pets at Evergreen Park, Jaycee Park, Jaycee Park to Mill Road along the Pigeon River Corridor, and Southshore Beach from Indiana Ave. to Clara Ave.

BE IT FURTHER RESOLVED: That the Department of Public Works shall post signage communicating whether and where leashed pets are allowed at the above-named public spaces.

LHPS

BE IT FURTHER RESOLVED: That the Department of Public Works shall develop a plan to transition areas within historically underutilized parks, such as Moose Park, Kiwanis Park, Cleveland Park, and the old social security building lot on 9th and Center Ave, into fenced, off-leash "dog parks" and shall present this plan to Council within eight (8) months for approval, and implementation will proceed when project has approved funding.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: August 3, 2022

MEETING DATE: August 9, 2022

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin	N/A
Statutes:	
Municipal Code:	N/A

BACKGROUND / ANALYSIS: The Sheboygan Area School District has leased classroom space in the Maywood Ecology Center for several years now from the City of Sheboygan and the Ellwood H. May Environmental Park Association of Sheboygan County. The lease agreements have been beneficial to all parties and they are requesting to enter into another lease to start September 1, 2022 and end on May 30, 2023.

STAFF COMMENTS: The new agreement has been reviewed and updated by the City Attorney, Chuck Adams. The Department agrees that this is an acceptable educational program to be held at the Maywood Environmental Park.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 47-22-23 authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

ATTACHMENTS:

- I. Res. No. 47-22-23
- II. Lease Agreement between City of Sheboygan, The Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District

III

Res. No. 47 - 22 - 23. By Alderpersons Dekker and Perrella.
August 1, 2022.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

PD

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Pavilion, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 1, 2022 and ends at 3:00 p.m. on May 30, 2023.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,139.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 15th of each and every month for the rental month to follow throughout the term of this Lease. Therefore, first payment should be made on or before August 15, 2021 for the rental month of September, 2021. Payment shall be made to MPA by the Environmental Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.
36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ____ day of April, 2021.

City of Sheboygan

Ellwood H. May Environmental Park Assoc.

Ryan Sorenson, Mayor

Samantha Lammers, Director

Meredith De Bruin, City Clerk

Sheboygan Area School District

Seth Harvatine, Superintendent

Authorized by the City of Sheboygan pursuant to Res. ____-22-23.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the 2nd Creek Dry to Wet Pond Conversion.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: August 4, 2022

MEETING DATE: August 9, 2022

FISCAL SUMMARY:

Budget Line Item: 400300-641500
 Budget Summary: Capital Projects –
 Storm Sewer
 Infrastructure
 Budget \$22,900.00
 Expenditure:
 Budgeted N/A
 Revenue:

STATUTORY REFERENCE:

Wisconsin N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS: In 2018 the Department of Public Works hired Strand Associates to analyze/study the existing City of Sheboygan Storm Sewer System as required by the Wisconsin DNR. As part of this analysis and study certain projects were identified which needed to be updated to meet new DNR requirements. One of these projects was the 2nd Creek Pond located at the intersection of Geele Avenue and N. 29th Street. This pond was identified as a need to convert this existing pond from a dry to wet pond to meet new design requirements. This amendment is needed to continue in the engineering design for this pond reconstruction project.

STAFF COMMENTS: The Department of Public Works has been working with Strand Associates since 2018 on the analysis and study of the City of Sheboygan overall storm sewer system. City staff recommends to continue this design process with Strand Associates because of their knowledge of the City's existing storm sewer system.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 50-22-23 authorizing the appropriate City Officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the 2nd Creek Dry to Wet Pond Conversion.

ATTACHMENTS:

- I. Res. No. 50-22-23
- II. Agreement for services

Res. No. 50 - 22 - 23. By Alderpersons Dekker and Perrella. August 1, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into an Amendment No. 2 to the contract with Strand Associates, Inc. for design services related to the 2nd Creek Dry to Wet Pond Conversion.

WHEREAS, in June, 2018, the City hired Strand Associates for design services for the 2nd Creek Dry-to-Wet Pond Conversion ("Project") via Res. No. 25-18-19; and

WHEREAS, in October, 2021, the City authorized Amendment No. 1 to the Project via Res. No. 66-21-22; and

WHEREAS, based upon current engineering standards and conditions at the site, namely the removal of fill, Strand Associates, Inc. has determined that installing three wells and monitoring them monthly for a period of twelve months would be best practice to ensure ground water does not leech into the pond; and

WHEREAS, the costs associated with the three monitoring wells and monthly readings therefrom were not previously anticipated because the initial preliminary design thought there would be no need to remove soil from the bottom of the existing retention pond.

NOW THEREFORE, BE IT RESOLVED: That the City Engineer is hereby authorized to execute Amendment No. 2 with Strand Associates, Inc., as attached, for the installation of three wells and twelve months of monitoring services from these wells.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed \$22,900.00 from Account No. 400300-641500 (Capital Projects - Storm Sewer Infrastructure) in payment of the services provided pursuant to this Amendment No. 2.

PW

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

Amendment No. 2 to Task Order No. 21-01
City of Sheboygan, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated June 7, 2018

This is Amendment No. 2 to the referenced Task Order.

Project Name: 2nd Creek Dry to Wet Pond Conversion

Under **Scope of Services**, Design Services, ADD the following:

- “20. Provide three monitoring wells up to a total of 75 feet in depth (25-foot average depth each) on the project site. Provide monthly monitoring well readings for a period of 12 months. Provide an updated seepage analysis. Prepare a letter to supplement the May 16, 2022, Geotechnical Engineering Report documenting the findings of the monitoring well readings, updated seepage analysis, and updated geotechnical recommendations related to the design and construction of a wet detention basin by subconsultant GESTRA Engineering, Inc.
21. Field survey the location and top elevation of three monitoring wells.”

Under **Compensation**, CHANGE \$101,600 to “\$124,500.”

Under **Schedule**, CHANGE June 30, 2022, to “July 31, 2023.”

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF SHEBOYGAN

Joseph M. Bunker
Corporate Secretary

Date

Ryan Sazama
City Engineer

Date

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City Officials to enter into a contract with SmithGroup Inc. for the study and design of Harbor Centre Marina Upgrades in a two-phased approach wherein phase 1 includes analyzing existing conditions and phase 2 includes designing a new dock system and break water/harbor improvements as identified in the scope of services provided August 2, 2022.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: August 5, 2022

MEETING DATE: August 9, 2022

FISCAL SUMMARY:

Budget Line Item: N/A
 Budget Summary: N/A
 Budget: N/A
 Expenditure:
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin: N/A
 Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS: The City owned Marina is 30 years old and much of the original infrastructure is reaching its end-of-life. Due to this age the Marina infrastructure is not as resilient as when first built; as a result, the Marina suffered significant damage due to wave action and winter ice conditions. The SmithGroup are coastal and marine engineers that have some prior work experience with the Sheboygan Marina.

The G Dock will need to be replaced. This study will provide options for new dock systems that will provide better resiliency to the conditions within the harbor area. This new system will be the precursor to the eventual replacement of the original dock system.

STAFF COMMENTS: The SmithGroup will provide a phased approach to researching issues and suggesting solutions that will also be implemented in phased steps. The Marina is a large asset that is important to the City's lakefront. The future investments will be significant, but with a phased approach, the plan is not to add additional burden on the limited resources needed for other planned Capital Improvements.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 51-22-23 authorizing the appropriate City Officials to enter into a contract with SmithGroup Inc. for the study and design of Harbor Centre Marina Upgrades in a two-phased approach wherein phase 1 includes analyzing existing conditions and phase 2 includes

designing a new dock system and break water/harbor improvements as identified in the scope of services provided August 2, 2022.

ATTACHMENTS:

- I. Res. No. 51-22-23
- II. SmithGroup, Inc. Agreement

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 51 - 22 - 23. By Alderpersons Dekker and Perrella.
August 9, 2022.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with SmithGroup Inc. for the study and design of Harbor Centre Marina Upgrades in a two-phased approach wherein phase 1 includes analyzing existing conditions and phase 2 includes designing a new dock system and break water/harbor improvements as identified in the scope of services provided August 2, 2022.

WHEREAS, the City owns waterfront property along Lake Michigan where the Harbor Centre Marina is located; and

WHEREAS, areas of the Marina dock have suffered damage by high water, waves, and icy conditions and have generally degraded due to age; and

WHEREAS, the City desires to improve the Marina to better protect it from future weather and ice events; and

WHEREAS, SmithGroup Inc. possesses the requisite experience and expertise in marina redevelopment to provide analytical and design services to develop a plan for improving the Marina.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is hereby authorized to enter into a contract with SmithGroup Inc. for the study and design of Harbor Centre Marina upgrades.

BE IT FURTHER RESOLVED: That the Director of Public Works is hereby authorized to draw funds not to exceed \$79,300.00 from Acct. No. 400300-631200 (Capital Project Public Works - Building Improvements) as designated by the City Administrator and Finance Director.

BE IT FURTHER RESOLVED: That the Director of Public Works or the director's designee is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with SmithGroup Inc.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SMITHGROUP, INC.**

**FOR SHEBOYGAN HARBOR CENTRE MARINA DOCK
REPLACEMENT DESIGN SERVICES**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, _____ (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and SmithGroup, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, the City owns waterfront property along Lake Michigan where the Harbor Centre Marina is located; and

WHEREAS, the City desires to repair damage and to improve the marina for future use; and

WHEREAS, Consultant has extensive experience and knowledge in marina redevelopment and desires to provide the City with the necessary services under the terms set forth in this Agreement.

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

Article 1. Scope of Services

Consultant shall provide the services identified in the Scope of Services, which is attached to this Agreement as Attachment A (the “Services”).¹

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City designated project manager, identified in Article 3 of this Agreement, shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

¹ To the extent the Attachments conflict with the terms of this Agreement, the terms of this Agreement shall govern.

Article 3. The City's Project Manager

The Director of Public Works shall designate an appropriate project manager for purposes of this Agreement. The project manager shall have the authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the City.

Article 4. Compensation

The City shall pay Consultant for all fees and expenses related to the Services an amount not to exceed \$79,300 ("Contract Amount").

Consultant shall submit an invoice to the City on a monthly basis, based on the percentage of the Services described in Article 1 completed. Consultant shall provide sufficient information for the City to evaluate the percent of the Services completed. Invoices shall be sent via first class mail postage prepaid or via email and shall include a progress report documenting the extent of completed services. Invoices shall be sent to:

David Biebel
City of Sheboygan
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081
david.biebel@sheboyganwi.gov

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Payment will be remitted to Consultant within sixty (60) days of receipt of invoice. Payment shall not be construed as acceptance of unsatisfactory or defective services. The City may withhold payment of an invoice due to unsatisfactory or defective services.

The submission of any request for payment shall be deemed a waiver and release by Consultant of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Schedule

As set forth in Attachment A, the Parties anticipate Consultant's services being conducted in phases, with the first phase commencing no later than four weeks after written Notice to Proceed is provided to Consultant by the City's project manager. Consultant shall complete the Services in accordance with the Schedule identified in Attachment A or within such extra time as may have been allowed by

a mutually agreed extension. Consultant's services are completed when the City's project manager notifies Consultant in writing that the services are complete and are acceptable.

The Parties agree that no charges or claims for damages shall be made by Consultant for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Consultant to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 7. Open Records

- a. Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
- b. Consultant shall maintain proper accounting records for the Services performed pursuant to this Agreement, and shall provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City representatives during reasonable business hours.

Article 8. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon thirty (30) calendar days written notice to Consultant. The City's Project Manager shall have the authority to provide this written notice. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. If the performance is restarted, an equitable adjustment shall be made to Consultant's compensation and the schedule of services.

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have ten (10) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings, and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed or utilized in the performance of the Services shall remain the property of Consultant.

Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, Consultant's materials shall not include the City's confidential or proprietary information if the City has advised the Consultant in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Consultant in the City's promotional materials for the project.

Article 10. Identity of Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City's Project Manager shall have the ability to provide this written permission. The City reserves the right to reject any of Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 11. Independent Contractor Status

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 12. Indemnification

Consultant hereby agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, 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 to be caused, occasioned, or contributed to in whole or in part, by reason of but only to the extent attributable to any negligent act, or omission, or fault, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its appointed officials, officers, employees, agents, representatives and volunteers. Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. For the avoidance of confusion, the Consultant's duty to defend will be no broader than its duty to indemnify.

In the event that Consultant employs other persons, firms, corporations or entities (collectively Subcontractor) as part of performing its obligations under this Agreement, it shall be Consultant's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Article 13. Insurance

Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Consultant shall not allow any approved Subcontractor to commence work on its subcontract until the Subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's designated Project Manager listing the City of Sheboygan as an additional insured:

- a. Commercial General Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- b. Automobile Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000.
- c. Workers' Compensation Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Consultant shall require any contractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- d. Umbrella Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Umbrella Liability Insurance of at least \$10,000,000 per occurrence.
- e. Professional Errors and Omissions Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Professional Errors and Omissions Insurance of at least \$1,000,000 per claim, with a deductible of no more than \$100,000. If such policy is a "claims made" policy, all renewals thereof during the life of this Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Consultant's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, Wisconsin 53081

The insurance coverage required must be provided by an insurance carrier with the “Best” rating of “A-VII” or better.

Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 14. Conflict of Interest

Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment

Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 18. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

Article 19. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 20. Non-Discrimination

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant further agrees to take affirmative action to ensure equal employment opportunities.

Article 21. Compliance with Laws

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Consultant fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax.

Consultant affirms that it is not presently listed on any debarment list or similar list prohibiting it from contracting with a governmental entity of any kind. In the event that Consultant shall become listed on any debarment list or similar list, the City may terminate this Agreement.

Consultant shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 22. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:**Consultant:**

City Clerk	Robert Wright
City of Sheboygan	SmithGroup, Inc.
828 Center Ave.	44 E. Mifflin St., Suite 500
Sheboygan, Wisconsin 53083	Madison, Wisconsin 53703

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

Article 23. Intent to be Bound

The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

In the event the Consultant believes the time for completion of the Services in this Agreement should be extended under this Article, Consultant shall provide written notice to the City as soon as possible, but not later than seven (7) calendar days after such an event. The notice shall include any justification for an extension of time and shall identify the extension the Consultant believes is necessary as a result of the force majeure event.

Article 25. Integration and Modification

This Agreement, including all Exhibits and Attachments incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Non-Collusion

Consultant is certifying, under penalty of perjury, that to the best of its knowledge and belief:

- a. The prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.
- b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the City for these Services for the purpose of restricting competition.

Article 27. Other Provisions

- a. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

- b. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- c. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONSULTANT

BY: _____

BY: _____

DATE: _____

DATE: _____

Authorized by Res. No. _____

ATTACHMENT A

August 2, 2022 (rev1)

David Biebel
Director of Public Works (via Email)
CITY OF SHEBOYGAN
2026 New Jersey Ave
Sheboygan, WI 53081

Re Harbor Centre Marina – Proposal and Scope for Engineering Services

Dear Mr. Biebel,

Per your request, we have summarized the Scope of Services based upon our proposal dated March 29, 2022, for the tasks and phases that the City wishes to undertake at this time. The format and language are of what we have previously detailed to the City in the above-mentioned Proposal for Tasks 1 & 2 with the detailed Scope. We have already reviewed the City's Standard Form of Agreement and it is understanding that we have come to a mutual agreement to the requested changes.

We look forward to working with the City on this important project.

SCOPE of SERVICES

The following scope is our understanding of the City's desire for a phased approach to replace damaged dock sections, provide a roadmap for full dock replacement, and provide protection from wave overtopping and icing conditions within the marina basin. The following detailed Scope of Work includes design, permitting, and construction phase support services to help complete the rehabilitation and replacement of marina improvements including the dockage, dock anchorage, electrical improvements for the new dock sections, breakwater improvements to address overtopping and icing concerns, and other elements specifically identified below

SmithGroup proposes to proceed with the project in 2 separate phases: analysis (Phase A), and design of dock improvement (Phase B.1). Future phases may include the costal analysis of the breakwater/harbor improvements (Phase B.2) and the preparation construction documents and permitting (Phase C) and are not included within the following Scope of Services, fee or schedule. The Scope below identifies the work that will be undertaken for the A & B.1 phases.

PHASE A - ANALYSIS & ALTERNATIVES

TASK 1 PROJECT INITIATION & EXISTING CONDITION INVESTIGATIONS

The goal of the first task is to establish a common understanding of the project history, status, and process for moving forward. SmithGroup has a detailed project background based on our past work at the marina and from working with the city. While we can leverage some of this information and our

staff experience, we still review and collect needed data to help inform the design and permitting of the project.

TASK 1.1 BACKGROUND INFORMATION COLLECTION

The SmithGroup Team, through collaboration with the Client and other local and state entities, will collect existing pertinent information related to the site conditions, history, and project area context.

The specific information of interest includes previous studies and reports that address the project site or areas immediately adjacent to the project site, physical data (as available) about the project site including the previous environmental, cadastral and geotechnical information, and any other information known to the Client to be critical to performing the required work.

SmithGroup has some history at the project site already. Known information of interest to be reviewed includes:

- Needed information from the City of Sheboygan:
 - Available geotechnical information
 - Permit for the original marina construction
 - Occupancy numbers by vessel size from the last 10 years
 - Marina as-builts or record drawings
 - Geotechnical reports
 - Site surveys
- Hydraulic Analyses (SmithGroup completed as part of a 2016 initial study of icing in the basin).

Upon review of the existing information, SmithGroup will distill the existing physical site information to update the project base map. This map will be used as a reference throughout the duration of the project. As additional information is collected and generated as a result of the site investigations completed as part of Task 1.2, SmithGroup will continue to update the existing conditions base map.

TASK 1.2 SITE INVENTORY & ANALYSIS

The SmithGroup Team will complete pre-design investigations to further define the existing site characteristics. For each investigation noted below, the SmithGroup Team will prepare technical memoranda and/or plan maps to summarize the findings of the work. As specific tasks are completed, these documents will be provided to the Client for review.

a. Preliminary Geotechnical Review

The SmithGroup Team will review the existing geotechnical subsurface investigations of the project site. The goal of the geotechnical work will be to (1) more accurately define the strata of material and its characteristic in the lakebed area, (2) characterize sediment within the basin experiencing

deposition (mouth of entrance, north end of “A” dock”) and samples outside of the breakwater area to the north. The results of this work will help more thoroughly estimate anticipated construction costs for dock anchorage and the source of sedimentation within the basin.

In addition to the review of existing geotechnical information, SmithGroup will collect up to 5 sediment grab samples from the lakebed in order to provide supplemental data on the characterization of the lakebed. Sieve analysis (to be conducted by a qualified testing company) will be undertaken to determine the potential source of the deposited material within the basin.

b. Topographic & Bathymetric Survey

Topographic and Bathymetric contour information is currently available from online sources and will be used as a starting point for the project to help accelerate the design. Updated detailed contour information (one-foot interval) will be required to be surveyed for the detailed design, engineering, and permitting tasks. The current mapping may not accurately depict with reasonable accuracy the elevations of the shoreland connections as they are critical elevations for ADA accessibility. Also, we will need to accurately locate the abutment ends and landside utility connections. To address these limitations, ground surveying will be performed along with the bathymetric survey of the basin for use in future phases described in further detail in other sections of the scope.

The survey will include enough ground shots throughout the project area to create an accurate digital terrain model of the basin.

The information gathered in the field, together with the existing photogrammetric-based data and previous design and constructed survey information on utility placement will be used to prepare a project base map.

c. Regulatory Review

SmithGroup and the Client will conduct an information gathering and pre-permit scoping meeting with representatives from the Corps of Engineers and WiDNR. The goal of the regulatory meetings is to establish:

1. Jurisdiction and control over property;
2. Operations and activities permissible on breakwaters;
3. Outline regulatory approval process with anticipated duration for approvals;
4. Preferences and precedence to be respected, and;
5. The permit process and identify all the permits and the other agencies which would provide comment, input, or approval of the project.

The specific agencies to engage as part of this task will be determined through collaboration with the Client, however, it is anticipated that the pre-permit meeting will

likely include USACE and WiDNR. As the project can be considered two distinct phases (docks and breakwater/in-water work) we anticipate that the docks and breakwaters improvements will be permitted separately. Assuming the dock can be permitted as a replacement that work should fall under a Nationwide permit for USACE and would need to confirm with WiDNR that they have no review required for replacement of the Docks.

d. Grant Funding Options Summary

Local, state and federal grant funding programs will be reviewed, and a summary of potentially applicable programs will be generated, such as Boating Infrastructure Grant. The summary will highlight eligibility requirements, define the range of potential funds that may be available from each of the programs, and outline the timeline for grant application and award. A meeting with the Client will be organized to review the matrix, discuss recommended strategies and partnerships that may enhance eligibility, and discuss the next steps.

TASK 1 – DELIVERABLES:

- Background Information Collection Summary Memorandum.
- Pre-Design Investigation Summaries (Memorandums and Drawings).
- Regulatory review summary memorandum.
- Grant Funding Options Memorandum.
- Project Concept Base Map.

PHASE B.1 – MARINA DOCK REPLACEMENT/ UPGRADE

TASK 2 PLAN VERIFICATION & REFINEMENT

The goal of this task is to verify the existing layout, evaluate alternatives, build consensus, and generate a refined and updated plan for the marina rehabilitation that meets your current and future needs. The

specific steps and schedule for the activities noted below will be coordinated with the Client as the project progresses; however, the following offers the recommended process for completing this task.

TASK 2.1 STAKEHOLDER INPUT

The Client will solicit input from the marina operator (F3) and users. The group will also review the existing slip number and size.

a. Program Verification Review Meeting:

Subsequent to the review session, the Client will compile the feedback and select and prioritize those elements which should be integrated into the development program. Upon completion of the

summary, the SmithGroup team and Client teams will meet via video conference to review any

stakeholder feedback. The group will review the elements desired, identify any changes to the layout to be included in the development of the design concept, and note any outstanding items that may require further investigation and discussion. Specific items to be included as part of this refined design program are likely to include slip sizes and number, on-dock utility services, on-dock amenities such as joint picnic areas, etc.

As part of this work, SmithGroup will:

- Work with the City and F3 to identify a target slip mix to address the existing occupancy demands and future growth. Target occupancy and slip mix will be based on occupancy numbers over the last 10 years and local trends related to vessel sizes.
- Review Water level and wave conditions: leverage existing data from previous studies in 2016 and update the analysis as necessary.
- Coordinate with Fire Marshall/Authority having jurisdiction to determine fire protection needs.
- Give a summary of dock types and anchorage appropriate for the marina identifying pros and cons associated and some typical cost per square foot numbers (to include concrete, aluminum, steel truss docks and pile-supported, elastic moorings, and telescoping pile).
- Work with dock manufacturers to understand the best dock system for the ice forces seen in the marina as well as updated mooring systems for the docks, such as a fixed piling system.

b. Development of Refined Alternatives

Using the information and knowledge gained through a review of the background information, guidance offered by the additional site investigations and analyses, and stakeholder feedback and Client directives, the SmithGroup team will prepare a maximum of three marina slip mix alternatives. The concept layout will depict up to 2 phasing approaches to replacing the existing slips.

The alternatives will illustrate opportunities for water- based improvements and investigate optional slip layouts, locations, and configurations, including the opinion of probable construction cost.

While the layouts for each alternative will vary, the drawings are anticipated to include:

- Pedestrian and accessible access routes that support the proposed improvements;
- Marina slip mix;
- Dock Utilities; and
- Phased construction opportunities.

Development of the alternatives will occur in an interactive workshop held remotely using SmithGroup's proven virtual charette techniques. At the end of the effort, the alternatives will be

presented to the Client for review and selection.

TASK 2.2 PRELIMINARY PLAN

Using drawings, reports, and the feedback received from the City and its stakeholders, the SmithGroup team will develop a refined preliminary plan. The plan will be a high-quality, rendered plan view graphic that illustrates both landside connections and water-based dock improvements within the project area. As a supplement to the plan, the SmithGroup team will also create a preliminary concept level Opinion of Probable Construction Costs. Coincident with understanding the anticipated construction costs, the SmithGroup team will also generate a preliminary schedule of construction for the dock improvements. Items to be considered include:

- Identify dredging needs and timing related to dock phasing.
- Identify utility upgrades required to meet existing building code requirements (electrical, potable water, and fire).
- Identify desired boater amenities (e.g. floating picnic/grilling/gathering space).

TASK 2.3 PRELIMINARY CONCEPT CLIENT REVIEW MEETING

The SmithGroup team will organize a video conference presentation with the Client. During this meeting,

the group will review the preliminary plan and corresponding Opinion of Probable Construction Costs and schedules. Client comments expressed during the review will be noted and reconciled for a consensus final plan along with any required edits, additional and/or modifications to the permit documents.

TASK 2.4 FINAL CONCEPT PLAN

Based on Client feedback, the SmithGroup Team will develop a final Conceptual Plan, updated concept level Opinion of Probable Construction Costs. Upon completion, the SmithGroup team will conduct a final presentation meeting of the plan to Client staff and convey the documents to the Client for use.

TASK 2 – DELIVERABLES:

- Preliminary and Final Conceptual Plan.
- Preliminary and Final Opinion of Probable Cost of Concept Plan.
- Preliminary Plan Review Meeting (video conference).
- Final Preliminary Plan Review Meeting (video conference).

SCHEDULE

SmithGroup understands the need for expedience by the City of Sheboygan and see's the following as a tentative schedule that will be further refined in collaboration with the Client and based on local, state, and federal review and approval timeframes.

- a) Project Initiation & Existing Condition Investigations (Tasks 1.1-1.2): 4 weeks after notice to proceed/contract execution.
- b) Marina Dock Replacement/Upgrade Plan Verification and Refinement (Tasks 2.1-2.4): 12 weeks after Project initiation & Existing Condition Investigations.

FEE

The following compensation summary provides lump sum fees. Total compensation for the Services identified in the preceding outline is \$79,300.

- a) Project Initiation & Existing Condition Investigations (Tasks 1.1-1.2): \$16,700.
- b) Marina Dock Replacement/Upgrade Plan Verification and Refinement (Tasks 2.1-2.4): \$62,600.

Sincerely,



Robert S. Wright, PE
Principal
SmithGroup, Inc.