

**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”).<sup>1</sup>

**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.

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<sup>1</sup> 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. \_\_\_\_\_

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

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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

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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

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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

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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

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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

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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).

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## SCHEDULE

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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

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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.