



Meeting: Village Board
Meeting Date: 5/14/2012
Agenda Item: 7d & 7e

Mission Statement

Delivering quality services in a courteous, cost-effective and efficient manner.

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: Burt R. McIntyre, President
Village Board of Trustees

REPORT FROM: Michael J Kaster, PE, Director of Engineering

AGENDA ITEM: Review and take action on Resolution 2012-11 authorizing submission of WDNR "Recreational Boating Facilities Grant" applications for the proposed boat launch improvements at the Riverview Drive launch and the West Deerfield launch

Review and take action on a proposal for engineering services for the two WDNR "Recreational Boating Facilities Grant" applications

REVIEWED BY:

POLICY ISSUE

Should the Village Board approve the resolution committing the Village to fund the Boat Launch Improvements, and authorizing Graef-USA Inc. to submit the grant application to the Wisconsin Waterways Commission for financial assistance?

Should the Village Board approve the proposal for professional engineering services for Graef-USA Inc. to prepare and submit the grant application?

BACKGROUND INFORMATION

The Village staff, under board request, has prepared construction documents, cost estimates and permits for proposed improvements to the existing boat launch facilities at Memorial Park, and on West Deerfield Ave. Staff has also engaged an engineering consultant (Graef-USA Inc.) to assist in applying for a Wisconsin Waterways Commission grant for recreational boating facilities which would provide up to 50% match funding for the project.

Improvements to the launches include, dredging of channel areas that are too shallow for most crafts, improvements to the concrete ramps to extend and deepen the ramps, and the purchase and installation of floating docks.

Grant application is dependent on the Village Board passing a resolution authorizing submission of the applications and agreeing to provide match funding for the projects.

DNR permitting for the projects has been received and is valid from 5/9/12 to 5/9/15. With permitting in place once the grant funding is determined, the Village would then commit the remainder of the required funding, and bid the project. This work could be budgeted and bid for 2013 construction.

PRIOR ACTION/REVIEW

The Village Board approved a motion to “Consider adding \$30,000 for Memorial Park boat ramp improvements during the 2012 budget process” on 5/9/2011.

FISCAL IMPACT:

- | | |
|------------------------------|------------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |
| 4. Amount? | <u>\$118,415</u> |

RECOMMENDED ACTION

Village staff recommends that the Village Board approve the attached resolution.

If the Village Board agrees with this action, the following motion could be used, ***“Motion to approve Resolution 2012-11 Final Resolution Authorizing Improvements to Recreational Boating Facilities at the Memorial Park Boat Launch, and the West Deerfield Avenue Boat Launch .”***

Village staff recommends that the Village Board approve the proposal for professional engineering services.

If the Village Board agrees with this action, the following motion could be used, ***“Motion to approve the proposal for professional engineering services for the Recreational Boating Facilities Grant Application.”***

POLICY ALTERNATIVE(S)

The Village Board could take the following actions:

- Approve resolution 2012-11 and/or Proposal for Professional Engineering Services
- Approve the resolution and/or Proposal for Professional Engineering Services with modifications
- Deny the resolution and/or Proposal for Professional Engineering Services and decide how to proceed
- Table the resolution and/or Proposal for Professional Engineering Services and request additional information

ATTACHED INFORMATION

- I. Resolution 2012-11
- II. Proposal for Professional Engineering Services from Graef-USA Inc.
- III. Boat Launch Improvement Plans
- IV. Pictures and descriptions of proposed floating docks

COPIES FORWARDED TO:

- I. None

RESOLUTION NO. 2012 - 11

FINAL RESOLUTION AUTHORIZING
IMPROVEMENTS TO RECREATIONAL BOATING FACILITIES AT THE MEMORIAL
PARK BOAT LAUNCH, AND THE WEST DEERFIELD AVENUE BOAT LAUNCH

WHEREAS, the Village Board for the Village of Howard, Brown County, Wisconsin, hereby requests assistance for the purpose of developing recreational boating facilities at the Memorial Park Boat Launch, and the West Deerfield Avenue Boat Launch, both located on Duck Creek.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Howard, Brown County, Wisconsin, that the Village of Howard has budgeted a sum sufficient to complete the project and;

HEREBY AUTHORIZES, Graef-USA Inc. to act on behalf of the Village of Howard to submit an application to the Wisconsin Waterways Commission for financial assistance and;

HEREBY AUTHORIZES, Michael J. Kaster to act on behalf of the Village of Howard to sign documents, and take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the Village of Howard will comply with state and federal rules for the programs; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the public during reasonable hours consistent with the type of facility; and will obtain in writing from the Wisconsin Waterways Commission before any change is made in the use of the project site.

Adopted by the Village Board of the Village of Howard, Wisconsin this 14th day of May, 2012.

VILLAGE OF HOWARD

Burt R McIntyre, Village President

ATTEST:

Paul Evert, Village Administrator

Published: 05 | 18 | 12



collaborāte / formulāte / innovāte

April 20, 2012

Geoff Farr, P.E.
Director of Public Works Services
Village of Howard
1336 Cornell Road
Green Bay, WI 54313

Subject: Proposal for Professional Engineering Services
Recreational Boating Facilities Grant Application

Dear Geoff:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the Village of Howard (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for preparation of two (2) WDNR Recreational Boating Facilities grant applications (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to prepare and submit grant applications to the Wisconsin Department of Natural Resources to help fund reconstruction of boat launch facilities located at Memorial Park and West Deerfield Avenue in the Village of Howard.

For this Project, GRAEF proposes to provide the following additional Basic Services:

- Complete economic analysis for feasibility study required for both grant applications. This work task will include estimation of current and future use for the boat launch facilities, along with estimation of current and future operation and maintenance cost for the boat launches. The economic analysis will determine whether the benefits for these projects outweigh the cost for the reconstruction.
- Complete environmental analysis for feasibility study required for both grant applications. This work will summarize discussions regarding potential for contaminant to enter the project areas as well as potential for

contaminants to exist in dredge spoils. The environmental analysis will also summarize potential impacts on wetlands, threatened and endangered species in the project area, and other environmental issues addressed by the Chapter 30 permits for the two projects.

- Complete engineering analysis for feasibility study required for both grant applications. This work task will summarize engineering work completed for both projects and will provide details on how the project construction will be implemented.
- Complete grant application forms. We propose to complete forms required for the Recreational Boating Facilities Program.
- Overall coordination. In order to complete grant application requirements we propose to provide coordination of efforts to assure that the application forms and all required documentation are submitted properly.
- Submit grant applications to the Wisconsin Department of Natural Resources before June 1, 2012.

GRAEF will endeavor to perform the proposed additional Basic Services per the following schedule:

- Complete and submit grant applications before June 1, 2012.
- This schedule assumes authorization to proceed is issued on or before April 27, 2012.

At your written request, GRAEF will provide a scope and fee for Additional Services.

The following assumptions were made in preparing this proposal:

- The Village will cooperate and provide information and make project decisions in a timely manner, including signing the grant applications.
- The Village Board will pass a resolution authorizing submission of the applications and will agree to provide match funding for the projects.
- This proposal assumes no face to face meetings and that all correspondence can be accomplished via telephone and electronically.
- A total of four copies of the final grant applications will be delivered to WDNR and Client.

For this Project, it is our understanding Client will provide the following additional services, items and/or information:



collaborate / formulate / innovate

- Detail cost estimate for both projects (completed form 8700-14)
- Fully executed resolutions authorizing submission of the grant applications
- Documentation of match funding for the projects as required
- Provide engineering drawings, location maps, and other project specific information needed to support the applications

For all Basic Services, Client agrees to compensate GRAEF as follows:

Total Lump Sum Fee: \$6,000.00

Client and GRAEF agree that the above described services are for submission of grant applications only. Any additional services needed after submission of the grant applications are not included in this proposal including administration of said grant projects.

To accept this proposal for additional Basic Services, please sign and date both enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Graef-USA Inc. looks forward to providing additional services to the Village of Howard.

Sincerely,

Graef-USA Inc.

Patrick J. Skalecki, P.E., LEED AP
Principal

Accepted by: Village of Howard

(Signature)

(Name Printed)

(Title)

Date: _____

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on April 20, 2012 (Agreement) by and between Graef-USA Inc. (GRAEF) and Village of Howard (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services.** No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

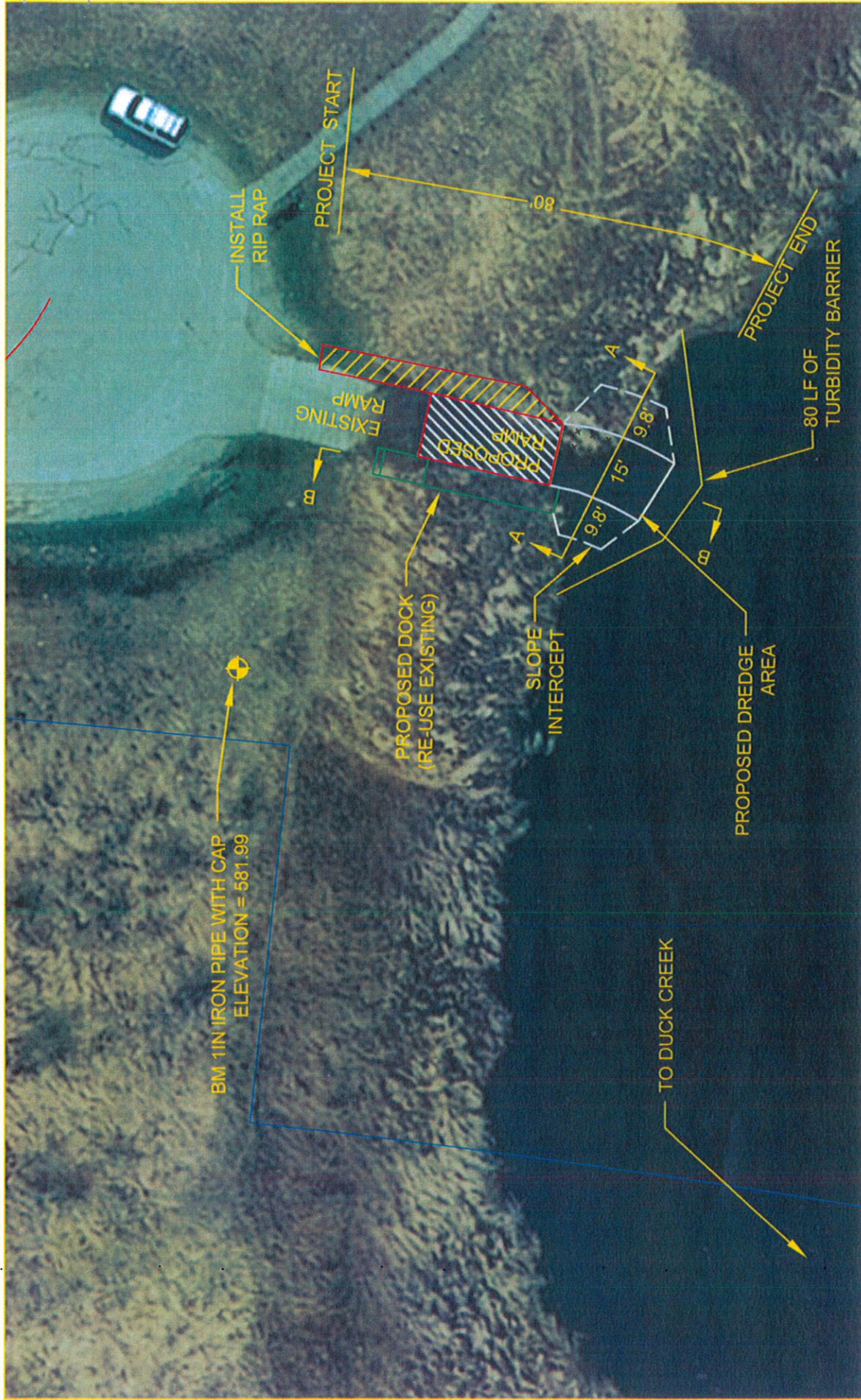
Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

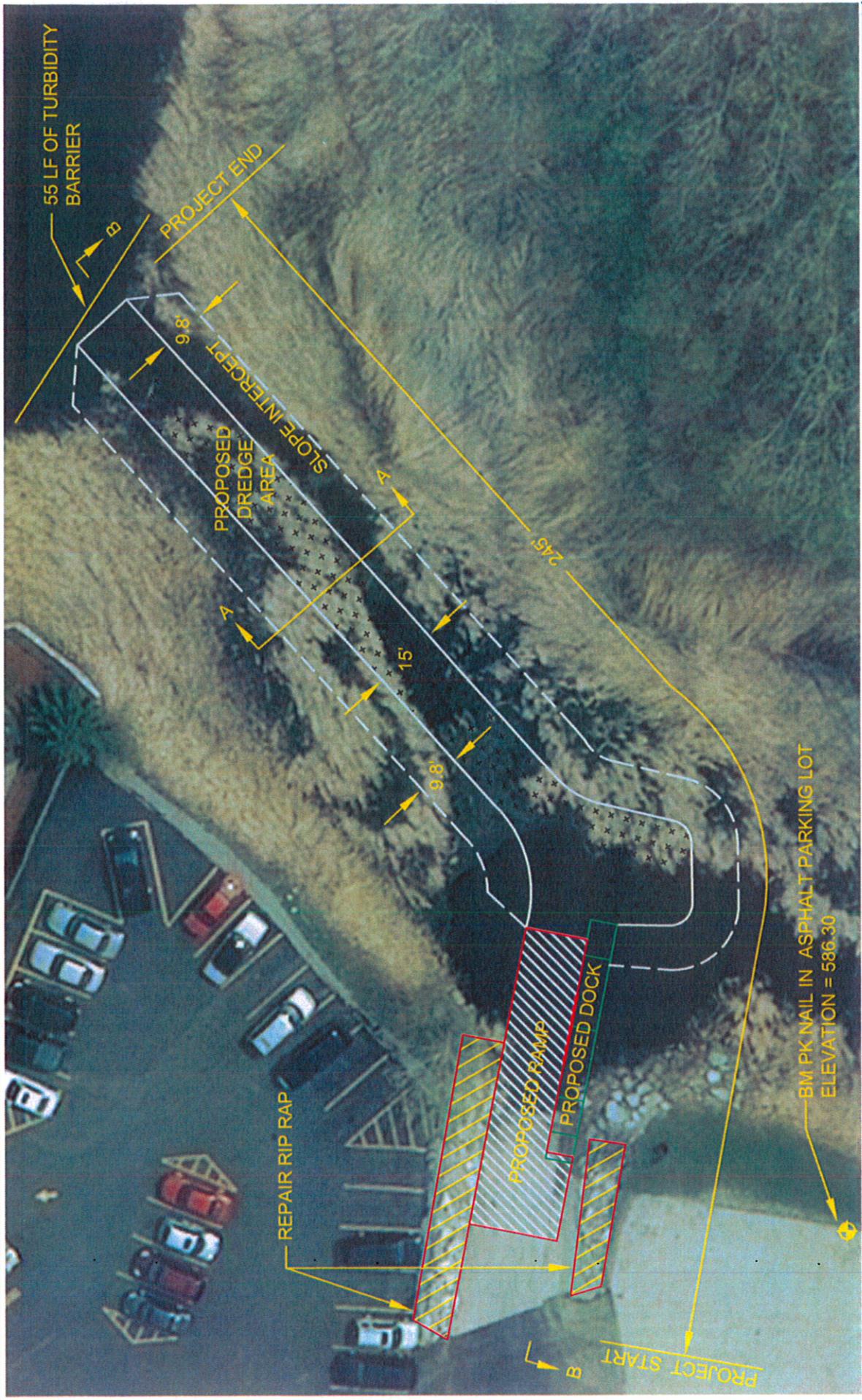


WEST DEERFIELD BOAT LANDING

SCALE: 1"=30'

VILLAGE OF HOWARD ENGINEERING DEPARTMENT
 1336 CORNELL RD., GREEN BAY, WI 54313 (920) 434-4060





MEMORIAL PARK BOAT LANDING

SCALE: 1"=30'

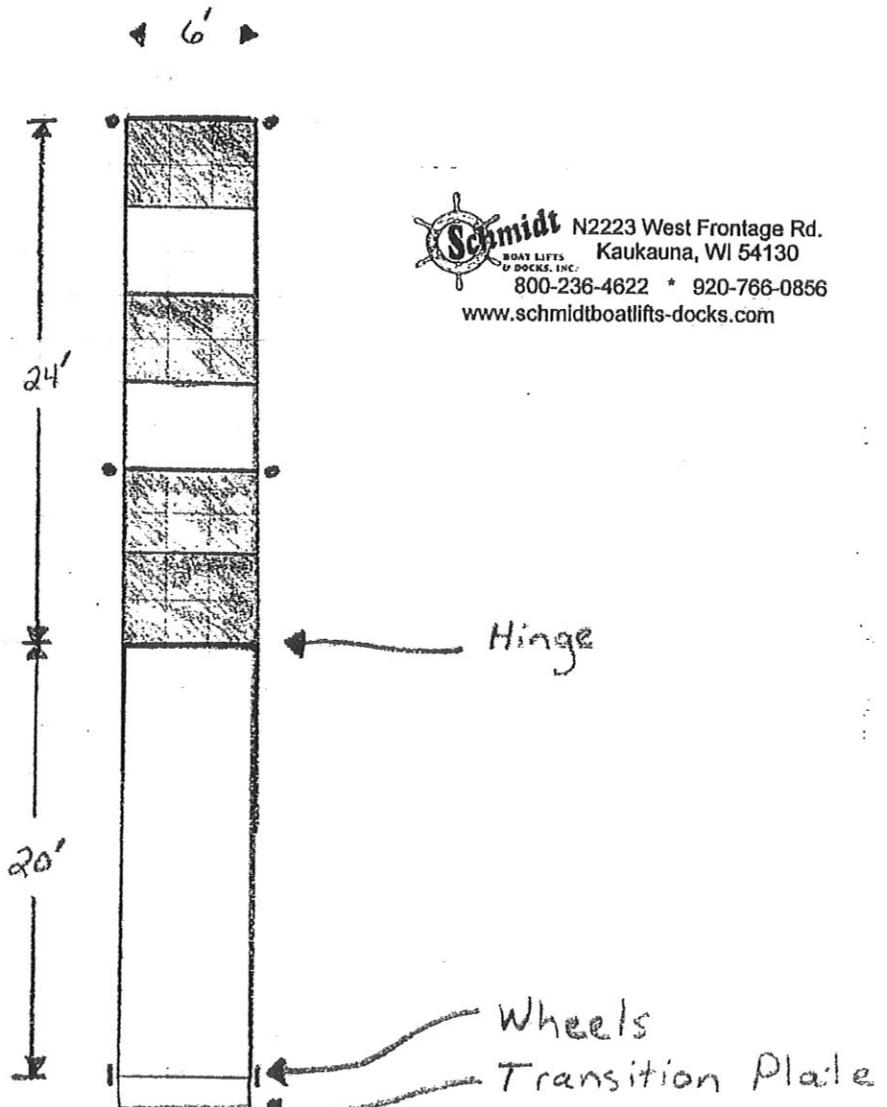
VILLAGE OF HOWARD ENGINEERING DEPARTMENT
 1336 CORNELL RD., GREEN BAY, WI 54313 (920) 434-4060



Ramp Railing



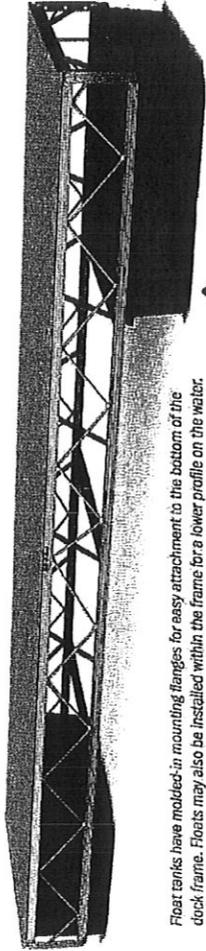
Village Of Howard
Floating Dock



 Schmidt
BOAT LIFTS
& DOCKS, INC.
N2223 West Frontage Rd.
Kaukauna, WI 54130
800-236-4622 * 920-766-0856
www.schmidtboatlifts-docks.com

Floating Truss Dock

Commercial-quality strength and durability throughout



Float tanks have molded-in mounting flanges for easy attachment to the bottom of the dock frame. Floats may also be installed within the frame for a lower profile on the water.

*Dack Structure With
Tanks Undersneath.*

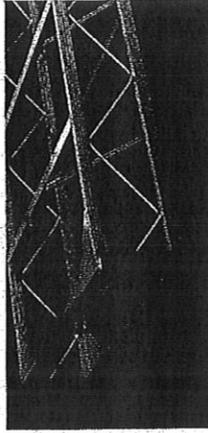
Hewitt Floating Docks feature the same advantages found in all Hewitt dock systems - easy assembly, low maintenance and expandability. Whether you choose aluminum for low-weight or galvanized steel for maximum strength, Hewitt Floating Docks are engineered and constructed to provide unexcelled performance and durability.

Bridged Framework

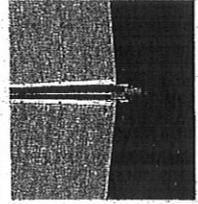
The Floating Dock incorporates engineering principles proven in bridge and crane construction. The open framework design provides maximum strength with minimum weight and creates less wave resistance for superior stability. Heavy-duty structural support tubes are used at both the top and bottom of the side frames. The entire frame is reinforced with structural channel bracing and extra strong angle crossbars. Corners are strengthened with extra large gussets.

Floating Dock Hinges

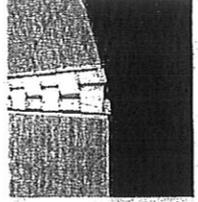
Specially designed full-width hinges are recommended for connecting sections. Hinge connections prevent undue stress on the structure by allowing the dock to flex in rough water conditions or in locations where water levels change rapidly.



Corner Support Hinge



Heavy Duty Hinge

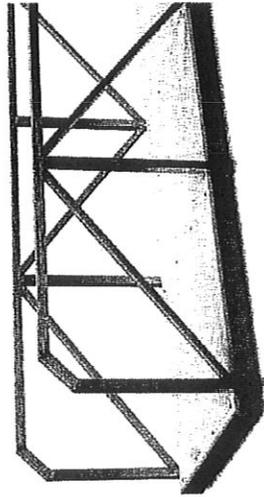


Piano Hinge

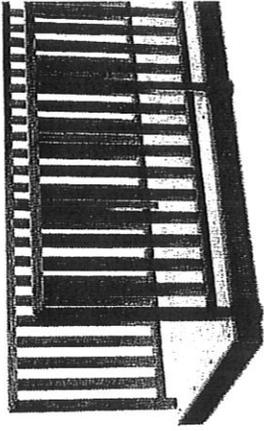
HEWITT



Classic Handrail



Weaved Handrail



ADA Handrail

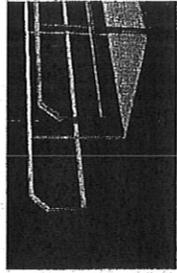
Ramp Handrail

Piano Hinge on Tubular Frame

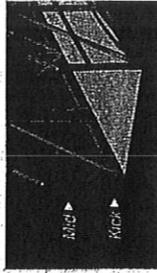


Weaved Handrail with optional Mid and Kick Rail on Tubular Frame

Ramp



Optional End Loop



Optional Mid Rail and/or Kick Rail

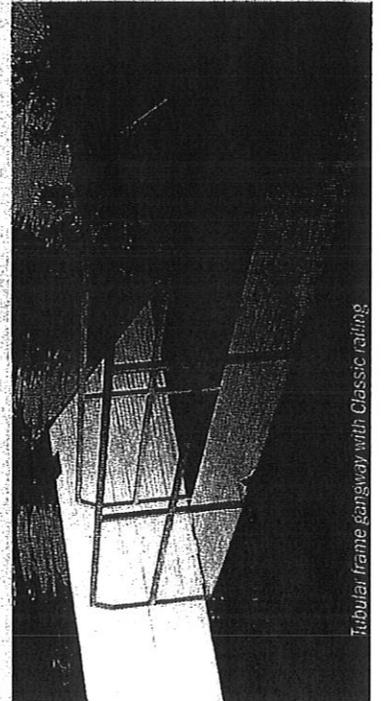


Optional Tie Rail

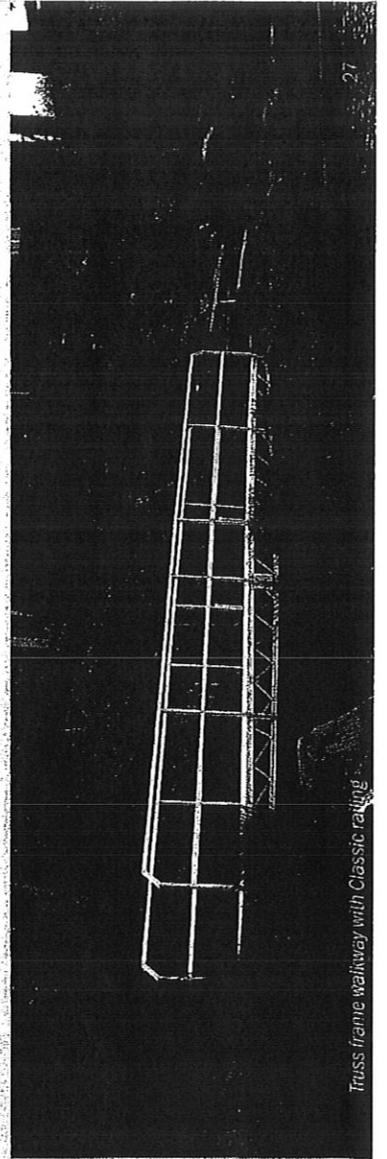


Optional Roller

Roller



Tubular frame gangway with Classic railing



Truss frame walkway with Classic railing