

SMITHGROUP

LETTER FORM PROPOSAL ("AGREEMENT")

March 24, 2021

Transmitted Via eMail

Tom Molbeck.
Director Parks, Recreation, and Cultural Services
City of Racine
730 Washington Avenue
City Hall Annex Room 127
Racine, WI 53403

Re: Racine Coastal Resiliency and Improvements

Dear Mr. Molbeck,

On behalf of SmithGroup, Inc., ("SmithGroup") I am pleased to submit this proposal for professional coastal and civil engineering services for the Coastal Resiliency and Improvements Project in Racine, Wisconsin. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

The Racine Coastal Resiliency Project consists of two unique, but interconnected projects: 1) Coastal resilient shoreline stabilization and ecological improvements, and 2) Shoreland infrastructure and enhancements that include the integration of green infrastructure and recreation features along the City of Racine (herein referred to as City or Owner) lakefront. These projects are driven by a need to respond to wave impact and overtopping damage resulting from the extended period of high water in Lake Michigan.

Wave action continues to break down the riprap and concrete rubble previously placed along the shoreline as well as damage the critical infrastructure and recreational trails created in recent years. The City has implemented emergency, short-term measures to mitigate issues and cleanup damaged areas while design of a long-term solution is completed and additional funds to construct both shoreline and shoreland improvements are secured. The community, as well as a multitude of project partners, have engaged with the City to help advance this important project. Current and potential future funding partners include Federal Emergency Management Agency (FEMA), Wisconsin Emergency Management (WEM), and the Fund for Lake Michigan. The Project is to engage key stakeholders, rapidly advance the final design and permitting of the improvement, and to assist the community secure additional grant funds to construct the long-term solution.

SCOPE OF SERVICES

Task One: PROJECT INITIATION

CITY KICK-OFF & DATA COLLECTION MEETING (CITY MEETING #1)

The SmithGroup team and City Staff will meet to review and discuss the project. Topics covered during this in-person session will include:

Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXXX.XX

SMITHGROUP

- Review of available background data (bathymetry, topography, etc.) and information pertaining to the project site(s) and identification of any supplementary information that may need to be collected to advance the Project;
- Discussion of the current plans for both shoreline and shoreland portions of the Project to identify any areas of concern, changed conditions, or items of particularly importance;
- Potential formation of a Steering Committee that may include City representatives as well as other stakeholders (residents, agency staff, etc.) to guide decision making;
- Identification of key stakeholders (City Staff, WEM, FEMA, State / Federal Regulators) to engage in upcoming stakeholder review sessions;
- Confirmation of project objectives, prioritization of project sites and components, and available funding mechanisms; and
- Confirmation of the planning and design process as well as the overall project schedule and key milestone dates.

COASTAL CONDITIONS ANALYSIS

The SmithGroup team will analyze the coastal conditions considering the range of probabilistic storm events, water levels, and ice. This analysis will consider both historic records and future statistically probable projections and be used to inform design decisions for planned improvements both along the shoreline and shoreland areas.

The shoreline improvements need to be considered as whole due to the nature of sediment transport and the effects that possible solutions might cause on the neighboring shorelines. The analysis will be numerically modeled for the length of the shoreline as shown on the attached map of the project area. Each of the identified project sites will be considered in further detail to assess the wave runup, local wave heights, and currents to inform the design of the structures to protect the shoreline from further damage and erosion. The numeric model will consist of a large spectral model of the full shoreline with nested models at each of the project sites. The Sbeach model will be used to determine wave climate and run-up along the shoreline for determination of final stone sizing, revetment sections, elevations of protection measures, and setbacks for infrastructure and ecological systems.

Site Conditions Study, Numerical Modeling and Layout definition

- *Wave, Wind, and Water Level Analysis*

To understand the shoreline Lake climate, historical wind, deep-water wave, and water level information will be obtained from NOAA with at least 20 years of data. This data will be statistically analyzed to obtain the extreme return period conditions, identifying the 1-, 10-, 50- and 100-year extreme wind and wave events and storm surge per direction. The mean yearly, seasonal, and monthly deep-water wave conditions will also be obtained. Water level projections will be evaluated to determine different water level scenarios for the numerical model.

- *Wave and Wind Modeling*

Based on the statistical deep-water analysis and nearshore bathymetric information (collected and freely available) numerical wave and current transformation analyses will be performed. The numerical models will be used to transform the deep-water wind-waves to the Racine shoreline. For the identified project areas, a higher

Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXXX.XX

SMITHGROUP

resolution numerical wave and currents model will be used to determine the site-specific design criteria for the design of the structures.

Using the developed nearshore wind and wave climate, a hydrodynamic model will be used to determine the currents at the project site(s). This hydrodynamic model will consider the effects of the water levels, the wind conditions, and the wave generated currents to determine the current flows along the shoreline. As with the spectral wave model, separate higher-resolution hydrodynamic models will be used at each project site for adequate resolution to design the beaches, groins, detached breakwaters or any other proposed structure.

- *Longshore and Cross-Shore Sediment Numerical Modeling*

A numerical model will be used to evaluate the longshore littoral transport at the site. This model will be used to determine the effects any proposed structures might have on the longshore transport. The cross-shore numerical model, SBeach will be used at each of the locations to evaluate the cross-shore sediment transport, local wave height during storms, and local wave run-up at the shoreline during storms.

As part of the modeling effort proposed, we have assumed that we are only preparing mitigation and repair options that fall within the scope of the potential FEMA funding (shoreline revetments and repairs to existing shoreline infrastructure) and that offshore or detached breakwaters will not be considered due to current funding. Boussinesq models of specific shoreline areas may be added to the numeric SBeach model as an additional service if it is decided that the Owner wishes to pursue more complicated shore perpendicular or detached structures.

See Attachment A –MAP OF PROJECT AREA.

The results of this analysis will be documented in a technical memorandum and identify the basis of design (design life, rock sizing, expected wave climates and return periods, etc.) for each site for planned improvements considering requirements of funders such as FEMA and City expectations. Upon completion, this document will be provided to the City for review and acceptance.

DELIVERABLES

- Coastal Conditions Analysis & Basis of Design Memo (digital PDF)

MEETINGS

- City Kick-Off Meeting (City Meeting #1)

Task Two: SITE INVESTIGATIONS

Based on the review of background information and feedback from the kick-off meeting in Task One, the SmithGroup team will identify field investigations that may be required to advance with detailed design. We will prepare solicitations for the required services and review bids from qualified consultants to perform the work. Consultants hired to perform any required services will be subcontracted under SmithGroup. Potential geotechnical investigations performed as part of this task include geotechnical exploration to assess bearing capacity, bluff slope stability analysis, nearshore sediment sampling, and general soil criteria necessary for the design of the revetment and other structures. Upland and bathymetric surveys based on potential changed conditions resulting from ongoing erosion will need to be completed at the selected project sites.

Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXXX.XX

SMITHGROUP

We have included an *allowance* of \$75,000 for the necessary field work at this time, which will be billed at actual cost based upon the results of the solicitations and scope of the required field work.

DELIVERABLES

- Consultant Site Investigation Solicitations (digital PDF) and Services

Task Three: DESIGN REVIEW AND OBJECTIVES CONFIRMATION

STAKEHOLDER SESSIONS

The SmithGroup team will host up to four (4) 1-hour virtual or in-person sessions with key stakeholders to review and discuss the existing shoreline and shoreland improvement plans that have been developed through the FEMA coordination of the improvements. The goal of these sessions will be to identify any potential enhancements or changes that may be desired. Information from these sessions will be key to expediting plan development and confirm key requirements such as the permit review timeline and process. Potential stakeholders engaged as part of this process may include the key current and future funders, regulatory agencies, and others as determined in consultation with the City.

STEERING COMMITTEE REVIEW (CITY MEETING #2)

The SmithGroup team and project Steering Committee will meet in person or virtually to review feedback received from the stakeholder session(s). Based on this feedback, the group will determine what ideas will be explored during the upcoming Alternatives Development sub-tasks for each area described in Tasks Four through Ten.

DELIVERABLES:

- Stakeholder Session(s) meeting notes (digital PDF)

MEETINGS

- Stakeholder Sessions (up to four, virtual or in-person)
- Steering Committee / City Staff Review Meeting (City Meeting #2)

Tasks Four through Ten: CONSTRUCTION DOCUMENT PREPARATION:

The Project has been separated out into distinct and separate Project Areas (Tasks) that will rely on information developed in Tasks One through Three. Each of the projects will follow a similar path of meetings with key individuals/staff/committee's, alternatives development, and the documented design process leading to a set of deliverables culminating in the Construction Documents. Each of the projects will share a similar Scope of Work defined below in the labeled tasks and Project Areas.

Task Four: CONSTRUCTION DOCUMENT PREPARATION – AREA 1

Area 1 – Shoop Park Bluff and Shoreline, has experienced significant erosion along the length of the shoreline leading to slope failure at several locations along the golf course. As part of this repair, work will consist of a slope stability analysis to determine potential stabilization, reinforcement, and restoration measures for failed and intact bluff sections.

Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXXX.XX

SMITHGROUP

ALTERNATIVES DEVELOPMENT

Using guidance from the preceding meetings and discussions relating to AREA 1, the SmithGroup team will generate up to **three** alternatives for both shoreline / shoreland improvements. In addition to plan view graphics, sketches, sections, and precedent photos will be used to help describe ideas and convey design intent. A concept-level opinion of probable construction costs (OPCC) will be generated to correspond with each alternative and a presentation describing the alternatives will be generated.

Task Five: CONSTRUCTION DOUCMENT PREPARATION – AREA 2

Area 2 – Shoop Park, has experienced slope failure along the access drive to the parking lot and at groins adjacent to the parking lot. As part of this repair, work will consist of stabilization and reinforcement of the bluff/revetment area as well as the paved access from the parking lot to the shoreline.

ALTERNATIVES DEVELOPMENT

Using guidance from the preceding meetings and discussions relating to AREA 2, the SmithGroup team will generate up to **three** alternatives for both shoreline / shoreland improvements. In addition to plan view graphics, sketches, sections, and precedent photos will be used to help describe ideas and convey design intent. A concept-level opinion of probable construction costs (OPCC) will be generated to correspond with each alternative and a presentation describing the alternatives will be generated.

Task Six: CONSTRUCTION DOUCMENT PREPARATION – AREA 3

Area 3 – Lakefront Park/Zoo Embankment & Trail, has experienced slope failure along the pathway from the roadway to the shoreline. This path was constructed with significant engineered fill and retaining walls. As part of this repair, work will consist of stabilization and reinforcement of the bluff/revetment area, repair of the shoreline path as well as the paved access from the roadway to the shoreline path.

ALTERNATIVES DEVELOPMENT

Using guidance from the preceding meetings and discussions relating to AREA 3, the SmithGroup team will generate up to **three** alternatives for both shoreline / shoreland improvements. In addition to plan view graphics, sketches, sections, and precedent photos will be used to help describe ideas and convey design intent. A concept-level opinion of probable construction costs (OPCC) will be generated to correspond with each alternative and a presentation describing the alternatives will be generated.

Task Seven: CONSTRUCTION DOUCMENT PREPARATION – AREA 4

Rev. 09/23/2020		
City of Racine	Coastal Resiliency	SmithGroup
Racine, Wisconsin	Racine, WI	XXXXXX.XX

SMITHGROUP

Area 4 – Stormwater BMP + Outfall at English Street, has experienced both erosion and deposition of sediments that is impeding stormwater discharge from the critical infrastructure at the English Street outfall. The outfall discharges to the shoreline after a series of stormwater BMP's that treat water from the developed upland areas. As part of this work, review of the discharge rates from the BMP's and review of the impact of lake levels due to storm surge and runup will be evaluated to inform stabilization and protection measures.

ALTERNATIVES DEVELOPMENT

Using guidance from the preceding meetings and discussions relating to AREA 4, the SmithGroup team will generate develop design alternatives for protection of the outfall. In addition to plan view graphics, sketches, sections, and precedent photos will be used to help describe ideas and convey design intent. A concept-level opinion of probable construction costs (OPCC) will be generated to correspond with each alternative and a presentation describing the alternatives will be generated.

Task Eight: CONSTRUCTION DOUCMENT PREPARATION – AREA 5

Area 5 – The revetment along Pershing Drive and Samuel Myers Park has experienced severe damage from wind/wave events displacing stones and damaging area landward of the revetment. The area between the revetment and Pershing Drive had been previously used as a snow storage and parking area and a large quantity of rubble and debris was deposited across the parking area from the damaged revetment. The established bios-swales on the west side of Pershing Drive were damaged from debris and sediment laden water during storm events to a point of loss of functionality. As part of this repair, work will consist of removal of concrete rubble and assessment of the existing revetment structure (height, stone sizes, slopes, and general construction). Based upon completed work in the current contract with SmithGroup and the City, it is expected that the revetment will be raised to offer additional protection from events occurring during times of high water. The area between Pershing Drive and the revetment will be further explored for surface lot options and resilient green infrastructure. This area being a prime site for potential future development, will also require significant forethought regarding potential future uses that will be resilient for future storm and water level events.

A 54-inch stormwater outfall pipe across Pershing Drive was damaged and dislodged during the storm events. The outfall discharges to the shoreline from the upland areas of the City. As part of this work, discharge rates from this outfall will be reviewed. We expect that the design of the protection of this outfall will require additional anchoring or armoring to properly protect from future damage from wind, wave, or ice.

Task Nine: CONSTRUCTION DOUCMENT PREPARATION – AREA 6

Area 6 – Samuel Myers Park incurred substantial damage to the constructed wetlands, rain garden, bioswale and access drive during the January 10-12, 2020 storm. As part of this repair, work will consist of site preparation to remove deposited sand and stone debris, grading to reestablish contour and drainage systems of facilities, stabilizing hydraulic channels and engineered embankments, and restoration of vegetated and paved areas. Resorting displaced signage, safety equipment, and cordwalk and asphalt trails will also be provided

ALTERNATIVES DEVELOPMENT

Using guidance from the preceding meetings and discussions relating to AREA 6, the SmithGroup team will generate develop design alternatives for the replacement of the infrastructure damaged at this park. As the City

Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXX.XX

SMITHGROUP

has a well-defined list of improvements required to be made, alternative exploration will be kept to a minimum in order to match what was onsite to the best of our ability.

Task Ten: CONSTRUCTION DOCUMENT PREPARATION – AREA 7

Area 7 – Carre-Hogle Park, has experienced slope and revetment failure along the shoreline. The repair of this area will consist of stabilization of the bluff/revetment. Visual evaluation of the offshore breakwater spanning the reach of the park will be performed to determine any risks the damaged breakwater has on the bluff/revetment.

ALTERNATIVES DEVELOPMENT

Using guidance from the preceding meetings and discussions relating to AREA 7, the SmithGroup team will generate up to two alternatives for both shoreline / shoreland improvements. In addition to plan view graphics, sketches, sections, and precedent photos will be used to help describe ideas and convey design intent. A concept-level opinion of probable construction costs (OPCC) will be generated to correspond with each alternative and a presentation describing the alternatives will be generated.

Common Elements to Tasks Four through Ten:

STEERING COMMITTEE REVIEW (CITY MEETING)

The SmithGroup team and project Steering Committee will meet in person or virtually to review the Alternatives developed in each Task. Based on this feedback, the group will determine what ideas are to be incorporated into the final plan.

SCHEMATIC DESIGN

SmithGroup will take the preferred elements from the alternatives review process and prepare schematic design plans for both shoreline and shoreland improvements. An updated OPCC will be generated, and supplemental graphics include sections, sketches, and photos will be used to convey design details. Following completion of the plans, SmithGroup will organize and host review meetings including:

- Regulatory Pre-Project: Review current documents with regulatory to identify any concerns and confirm the permitting path for specific components of the shoreland and shoreline improvements. (Concurrent with Task One)
- Regulatory Pre-Application Consultation: Review the Schematic Design plans to identify any concerns and confirming the permitting path for specific components of the shoreland and shoreline improvements.
- Funding Agency Review: To gain support and guidance from key funders from priority programs including FEMA/WEM, as well as other potential programs, that may contribute toward plan advancement and identify elements which may be fundable under the various other programs.
- City Staff Review Meeting (City Meeting): To review feedback from the Steering Review meeting, the pre-application consultation, and potential funding partners and to confirm the next steps.

Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXXX.XX

SMITHGROUP

DESIGN DEVELOPMENT & PERMIT APPLICATIONS

The SmithGroup team will prepare design development plans and outline specifications to describe the size, material, and character of the planned improvements. As part of this package, the SmithGroup team will:

- Prepare Preliminary Design Development Plans and outline specifications to a 35-50% level of final construction drawings—the level required for State and Federal water resource permits; and
- Provide a Design Development Level OPCC
- Develop draft State and Federal water resource permits.

Upon completion of the draft documents, the SmithGroup team and City Staff will meet (City Meeting) to review and discuss the draft materials and identify any changes or additional information that may be needed prior to beginning final design and submitting the necessary permit documents.

PERMIT NEGOTIATION ASSISTANCE

Upon submittal of the permits and as directed by the City, the SmithGroup team will respond to comments and questions from state and federal regulatory agencies for the duration of the permit review and approval process. Detailed alternatives analysis and SHIPO coordination that are outside of the normal Chapter 30, 401/404 permit process shall be considered additional services.

CONTRACT DOCUMENTS

Upon receiving authorization from the City to proceed, the SmithGroup team will prepare the final plans for both the shoreline and shoreland improvements and prepare the required Contract Documents. As part of the Contract Document preparation process, the SmithGroup team will:

- Submit the documents to the City and participate in an in-person or virtual review meeting mid-way through construction documentation development. The submittal will include plans, technical specifications, and an updated OPCC (90% Level).
- Incorporate City review comments and prepare and submit final documents. The submittal will include plans, a Bid/Proposal form, technical specifications, and a final OPCC.

DELIVERABLES

- Schematic Design Plans, Cost Opinion and Presentation (digital PDF)
- Design Development Plans, Cost Opinion, Outline Specifications (Two hard copies each, digital PDF)
- Draft and Final Permit Applications – including Emergency Self Certification (if applicable to selected design) (Two hardcopies each, digital PDF) (verify if emergency or if standard 401/404)
- Permit Negotiation Assistance (format TBD)
- Draft and Final Contract Documents – Plans, Project Proposal Form, and technical specifications, OPCC (2 hardcopies each, digital PDF) for Owner's use in bidding

MEETINGS

- Steering committee/Staff Meeting
- Regulatory Pre-Application Consultation

Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXX.XX

SMITHGROUP

- Funding Agency Review
- Schematic Design City Staff Review Meeting
- Design Development City Staff Review Meeting
- Contract Document City Staff Review Meeting

ASSUMPTIONS

- Based on experience with the FEMA PDM program, SmithGroup anticipates that shoreline and shoreland improvements can be integrated into a single plan set and bid package(s). We expect bid quantities and contractor unit prices for FEMA funded work will need to be broken out in the Project Manual generated as part of the upcoming task.
- As there are several different phases and/or Tasks associated with the entire project, it is expected that multiple Bid Packages will be completed by task based upon the City's priority and funding availability.
- Bidding documents will be distributed through an online plan house.
- Contract manual will be based on the city's standard front-end documents and that SmithGroup will be preparing technical specifications to be inserted into the City's project manual.
- Legal surveys, easement maps, and descriptions are not included in the Scope as basic services.
- NEPA investigations, if required, are outside the scope of this proposal.
- Wetland delineations are not included.

USE OF ANY SPECIALIZED EQUIPMENT

SmithGroup may, on occasion, use laser scanning equipment for data gathering purposes. Use of such equipment is for the limited purpose of assisting SmithGroup in processes associated with the delivery of its services and is not a survey or inspection of existing conditions.

PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors, or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

OWNER RESPONSIBILITIES

- Owner to provide direction for completion of the Contract Manual front end and any special provisions including insurance requirements and mediation /arbitration requirements.
- Permit Application Fees to be paid for by Owner.

SCHEDULE

Refer to **Exhibit B** for the Preliminary Schedule.

CONSULTANTS

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

Rev. 09/23/2020

SmithGroup
XXXXXX.XX

SMITHGROUP

SmithGroup anticipates using the following consultant(s) for this project: **Geotechnical Engineer and Surveyor**
The costs will be reimbursed as part of the project by the Owner as defined under the Reimbursable Expenses below, and have been included as an **allowance** in the fee schedule below. Actual consultant reimbursable costs will be determined based upon Tasks and areas chosen to move forward.

COMPENSATION

The City of Racine shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum is outlined in the below table by Task, including reimbursable cash charges.

Task	Description		Compensation
One	Project Initiation & Coastal Condition Analysis		
	Project Initiation		\$5,200
	Coastal Condition Analysis		\$27,300
Two	Site Investigations (Allowance)		\$75,000
Three	Design Review and Objective Confirmation		\$18,800
Four	Shoop Park Bluff and Shoreline	Area 1	\$48,500
Five	Shoop Park Access Drive and Parking Lot	Area 2	\$108,400
Six	Lakefront Park/Zoo Embankment & Trail	Area 3	\$164,700
Seven	Stormwater BMP + Outfall at English Street	Area 4	\$21,600
Eight	Pershing Drive Revetment	Area 5	\$117,100
Nine	Samuel Myers Park	Area 6	\$32,600
Ten	Carre-Hogle Park	Area 7	\$48,200

REIMBURSABLE EXPENSES

Included in the fee indicated above, the following cash costs shall be reimbursable:

1. Employment of, with client's prior approval, special consultants listed in this proposal as an allowance.

In addition to the fee indicated above, the following cash costs shall be reimbursable:

1. Permit Fees

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon City of Racine's approval of an estimated fee for that effort or, if not agreed otherwise, City of Racine shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

Exhibit C attached is SmithGroup's Standard Fee and Reimbursement Schedule for Extra Services. Extra Services may include, but are not limited to the following:

City of Racine	Coastal Resiliency	Rev. 09/23/2020
Racine, Wisconsin	Racine, WI	SmithGroup
		XXXXX.XX

SMITHGROUP

- Revising drawings, specifications, or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SmithGroup's control.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to City of Racine documents which include (i) City of Racine internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of City of Racine as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). City of Racine shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. City of Racine agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). City of Racine acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify City of Racine and City of Racine hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to City of Racine, SmithGroup grants City of Racine a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with City of Racine's internal use of the documents and for no other purpose. City of Racine acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to City of Racine by SmithGroup in connection with this Agreement is for the sole internal use of City of Racine, including all subsidiaries of City of Racine, and may not be used or relied upon by any third party; provided that City of Racine may incorporate into documents that City of Racine intends to disclose externally SmithGroup summaries, calculations or tables based on City of Racine information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to City of Racine hereunder.

Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXXX.XX

SMITHGROUP

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of Racine covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. City of Racine agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. City of Racine further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. City of Racine understands that the Files have been prepared to SmithGroup's criteria and may not conform to (Client's Name) drafting or other documentation standards. City of Racine, understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of Racine that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the City of Racine will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. City of Racine understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that City of Racine will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. City of Racine agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by City of Racine.

Under no circumstances shall transfer of Files to City of Racine be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, City of Racine AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Racine acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as

Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXXX.XX

SMITHGROUP

this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. City of Racine acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (*Signature*)

Owner (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

Exhibit A	City of Racine Public Project Site Map
Exhibit B	Schedule
Exhibit C	SmithGroup Standard Fee and Reimbursement Schedule

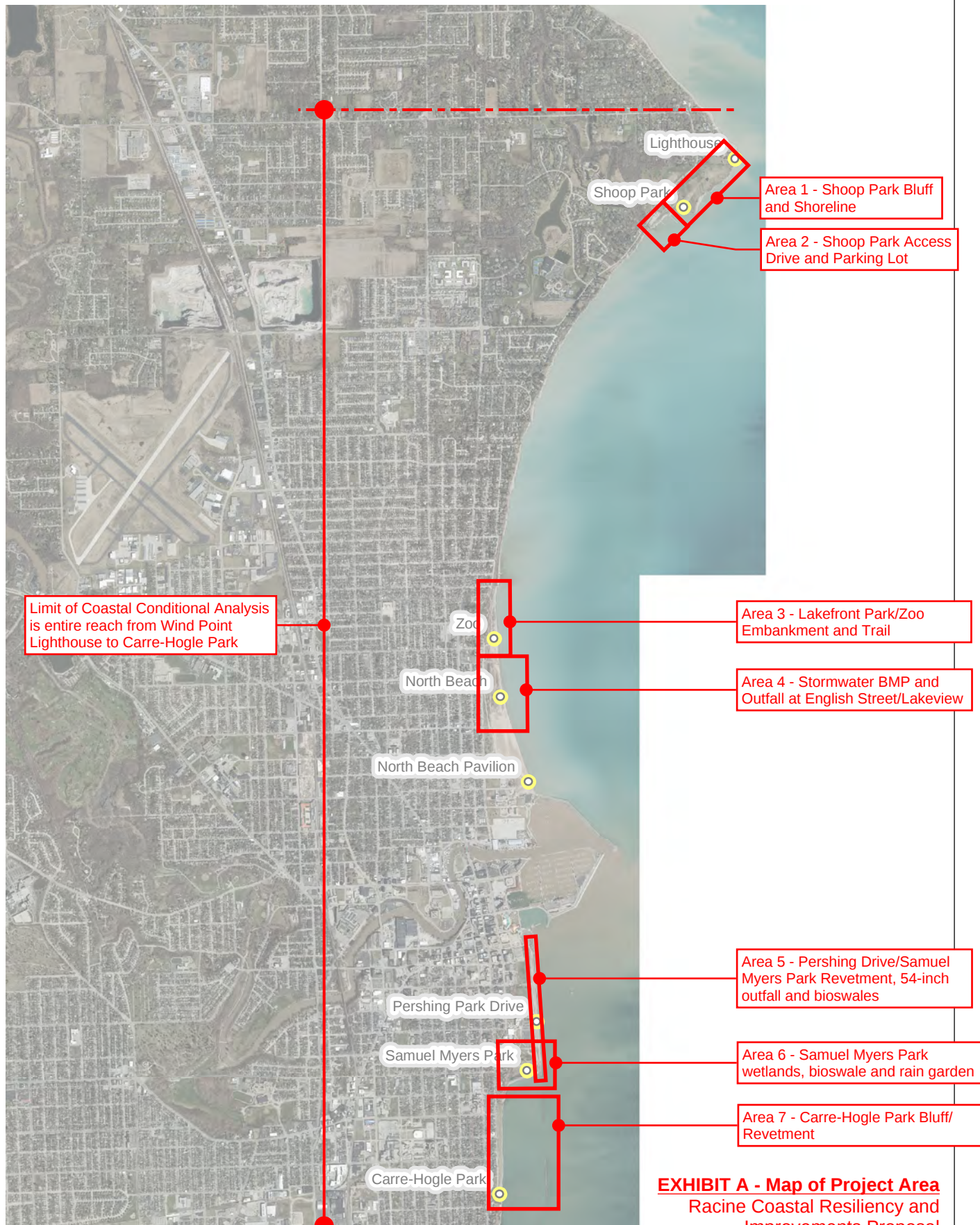
Rev. 09/23/2020

City of Racine
Racine, Wisconsin

Coastal Resiliency
Racine, WI

SmithGroup
XXXXX.XX

Racine County- Overview



0 1,000 2,000 4,000 Feet

Data Source: Racine County Spring 2015 Ortho 6 inch Resolution



Exhibit B - Preliminary Schedule

SMITHGROUP

Date: March 19, 2021

[illegible]

SMITHGROUP

**Standard Fee and Reimbursement Schedule
Madison, Wisconsin
February 1, 2021**

<u>CLASS DESCRIPTION</u>	<u>BILLING RATE</u>	<u>CLASS DESCRIPTION</u>	<u>BILLING RATE</u>
Civil Engineer I	\$110	Architect I	\$95
Civil Engineer II	\$130	Architect II	\$120
Civil Engineer III	\$150	Architect III	\$150
Civil Engineer IV	\$165	Architect III, Studio Leader	\$175
Civil Engineer V	\$210	Architect IV	\$210
Civil Engineer IV, Principal	\$185	Architect V	\$240
Civil Engineer V, Principal	\$215		
		Planner I	\$95
Mechanical Engineer I	\$115	Planner II	\$120
Mechanical Engineer II	\$135	Planner III	\$145
Mechanical Engineer III	\$170	Planner IV	\$160
Mechanical Engineer IV	\$205	Planner V	\$175
Mechanical Engineer V	\$235	Planner V, Principal	\$220
Mechanical Engineer, Principal	\$270		
		Coastal Engineer I	\$120
Structural Engineer I	\$105	Coastal Engineer II	\$160
Structural Engineer II	\$140	Coastal Engineer III	\$175
Structural Engineer III	\$175	Coastal Engineer IV	\$195
Structural Engineer IV	\$230	Coastal Engineer V	\$210
Structural Engineer V	\$265		
Structural Engineer, Principal	\$265	Graphic Designer	\$115
		Visualization Specialist	\$150
Landscape Architect I	\$95	Environmentalist	\$135
Landscape Architect II	\$110	Intern	\$75
Landscape Architect III	\$140	Technical / Administrative	\$95
Landscape Architect IV	\$160		
Landscape Architect IV, Principal	\$180	Principal in Charge	\$230
Landscape Architect V, Principal	\$200	Vice President	\$240

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.