

## ARTICLE 9.0 LIABILITY AND INSURANCE

**Section 9.1 Hold Harmless.** The Town shall save and hold WisDOT, its officers, employees and agents, harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, any act, omission or operation of the Town, its officers, employees or agents, its contractors, or its contractors' agents, servants, subcontractors or employees, or which arise out of or are connected with, or are claimed to arise out of or be connected with, any act, omission or operation which happens, or is alleged to have happened, in or about a place where such act, omission or operation is performed or should be performed or in the vicinity thereof (1) while a Town contractor or subcontractor is performing its work on the Approved Project, or (2) during the period this Agreement between WisDOT and the Town is in effect, or (3) while any of the Town's contractor's or subcontractor's property, equipment, or personnel, are in or about such place or the vicinity thereof by reason of or as a result of the performance of the Town's contractor's or subcontractor's operations including, without limiting the applicability of the foregoing the following: all liabilities, damages, losses, claims, demands and actions on account of personal injury, death or property loss to WisDOT, its officers, employees, agents, contractors, subcontractors or frequenters, or to any other person or legal entity whether based upon, or claimed to be based upon, contract or tort or having its basis in worker's compensation under federal or state statutes or having any other code or statutory basis or based upon administrative rules or other provisions or other liability of WisDOT, the Town, or any other persons, and whether or not caused or claimed to have been caused by the negligence or other breach of duty by WisDOT, its officers, employees, agents, contractors, subcontractors or frequenters, the Town, its officers, employees, agents, contractors, subcontractors or frequenters, or any other person or legal entity. Without limiting the applicability of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against shall include all liability, damage, loss, claims, demands and actions for trade-mark, copyright or patent infringement, for unfair competition or infringement of any so-called "intangible" property right, for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatsoever. The Town shall cause its contractors to, at its or their own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claim, demand or action identified in this section.

### **Section 9.2 Insurance.**

(a) During the entire construction of the Approved Project and covering all claims arising out of any action or inactions connected in any way to the Approved Project or to any work on the Approved Project, regardless of when first asserted, the Town or its contractors shall maintain, at its or their own cost and expense, a comprehensive general liability insurance policy, with per occurrence limits of not less than two million dollars (\$2,000,000), providing that WisDOT and its officers, employees and agents are named as additional insureds under the policy or policies. The Town shall cause to be furnished to WisDOT evidence satisfactory to WisDOT of the comprehensive general liability policy providing coverage satisfactory to

WisDOT. In the event of suspended coverage, any modification in terms of this coverage or insurance cancellation, both the insurance carrier and the Town shall provide WisDOT with written notification of such suspension, modification or cancellation no less than ten (10) days prior to the suspension, modification, or cancellation. If, upon receipt of such notice, the Town shall desire to continue this Agreement in effect, the Town or its contractors shall purchase, at its own cost and expense, such insurance as WisDOT shall deem necessary in its reasonable judgment. Failure to have and to maintain the requisite insurance coverage in full accord with this section is grounds for the immediate termination of this agreement by WisDOT. Such termination, however, shall not impair any other right of action of WisDOT against the Town under this Agreement or as otherwise provided by law.

(b) During the entire construction of the Approved Project and covering all claims arising out of any actions or inactions connected in any way to the Approved Project or to any work on the Approved Project, regardless of when first asserted, the Town and its contractors, as appropriate shall also maintain, at its or their own cost and expense, the types and amounts of insurance coverage shown below:

<u>KIND OF INSURANCE</u>	<u>MINIMUM OF LIABILITY</u>
Worker's Compensation (Including Employer's Liability)	Statutory (\$500,000)
Comprehensive Business Vehicle (Including owned and non-owned) Combined Single Limit Liability	\$1,000,000 each occurrence
Longshoreman's and Harbor Worker's Compensation (as applicable under 33 U.S.C. 901, et seq.)	Statutory
Merchant Marine Compensation (as applicable under 46 U.S.C. 688)	Statutory
Contractor's Pollution Liability	\$1,000,000 each occurrence
Truckers/Haulers Commercial Auto Liability Endorsed for Pollution	\$1,000,000 each occurrence

The Town shall cause to be furnished to WisDOT evidence satisfactory to WisDOT of the worker's compensation, comprehensive business vehicle and all other applicable policies providing coverage satisfactory to WisDOT. In the event of suspended coverage, any modification in terms of this coverage or insurance cancellation, both the insurance carrier and

the Town shall provide WisDOT with written notification of such suspension, modification or cancellation no less than ten (10) days prior to the suspension, modification, or cancellation. If, upon receipt of such notice, the Town shall desire to continue this Agreement in effect, the Town or its contractors shall purchase, at its own cost and expense, such insurance as WisDOT shall deem necessary in its reasonable judgment. Failure to have and to maintain the requisite insurance coverage in full accord with this section is grounds for the immediate termination of this agreement by WisDOT. Such termination, however, shall not impair any other right of action of WisDOT against the Town under this Agreement or as otherwise provided by law.

## **ARTICLE 10.0 GENERAL PROVISIONS**

**Section 10.1 Notice.** Any notice required or permitted under this Agreement shall be personally served in writing upon the other party by the party giving notice or shall be served by certified mail, return receipt requested, to the following addresses:

Chief, Railroads and Harbors Section, Room 701  
Wisconsin Department of Transportation  
P.O. Box 7914  
Madison, WI 53707

Town Chair, Town of Washington  
910 Main Road, P.O. Box 220  
Washington Island, WI 54246

**Section 10.2 Designation of Officials.** The WisDOT officials authorized to execute any changes in the terms, conditions, or amounts herein on behalf of WisDOT are the Secretary or Deputy Secretary of WisDOT or the Administrator of the Division of Transportation Investment Management of WisDOT or designee. The Town official authorized to execute any changes in the terms, conditions, or amounts herein on behalf of the Town is the Town Chair.

**Section 10.3 Choice of Law.** This Agreement shall be interpreted in accordance with the statutes and laws of the United States of America and of the State of Wisconsin.

**Section 10.4 Contracts.**

(a) WisDOT has the right to review the contracting and procurement system of the Town, and the Town shall assure that WisDOT has the right to review the contracting and procurement system of each contractor. These purchasing and contracting procedures of the Town and its contractors to obtain goods and services for use in connection with the Approved Project are subject to review by WisDOT upon reasonable notice. The Town's contracting procedures shall comply with Wisconsin Statutes section 30.32.

(b) The Town shall provide for WisDOT review and written approval of all contracts to be paid in whole or in part with funds provided under this Agreement. The Town shall obtain WisDOT written approval prior to executing any contract pertaining in any way to the Approved Project. Failure to obtain prior written approval from WisDOT for a contract shall result in no reimbursement with grant funds for costs incurred under that contract.

(c) The Town shall require each successful bidder, at the time a written contract between the Town and the contractor is signed, to submit to the Town a good and sufficient surety bond for the full amount of the contract. The surety bond shall be conditioned upon the faithful performance of the contract and upon the payment of all claims for labor performed and materials furnished under the contract. The Town shall immediately upon signing a contract submit to WisDOT evidence that a good and sufficient surety bond is in effect. All contracts and surety bonds shall comply with all applicable provisions of Wisconsin Statutes sections 30.32 and 779.14. WisDOT shall not pay the Town any amount due under a construction contract until after WisDOT has received satisfactory evidence that a good and sufficient bond complying with Wisconsin Statutes sections 30.32 and 779.14, is in effect for at least the amount of that contract.

**Section 10.5 Status of the Town's Contractor.** Any contractor or subcontractor with the Town, whether acting through its officers, directors, employees, agents or representatives or otherwise, is an independent contractor and in no way shall be deemed an affiliate, partner, joint venturer, or associated in any manner whatsoever with WisDOT.

**Section 10.6 Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Town's rights hereunder shall not, however, be assignable whether by way of assignment, sublease, license or otherwise, directly or indirectly, without WisDOT's prior written consent.

**Section 10.7 Severability.** If any term, covenant, condition or provision (or part thereof) of this Agreement, or the application thereof to any party or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or provision (or remainder thereof) to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**Section 10.8 Amendment.** No term or provision of this Agreement or any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing signed by both parties to this Agreement.

**Section 10.9 Force Majeure.** The parties hereto shall be excused from the scheduled performance of their respective obligations hereunder occasioned by an event beyond their respective control (not due to their own fault, actions, or inactions), which shall include, without limitation: acts of God; strikes or other labor troubles; explosions, fires, vandalism, or malicious mischief; or other causes beyond the reasonable control of the parties. Such excuse shall remain, however, only so long as the event excusing performance shall continue and shall not excuse continued non-performance thereafter.

**Section 10.10 Disabled.** The Town agrees that no otherwise qualified disabled individual in the United States, as defined in Section 706(8) of Title 29 U.S.C, or as specifically provided for in subchapter II of Wisconsin Statutes section 111, or in Title I of the Americans With Disabilities Act of 1990, 42 U.S.C. 12111, et seq., shall, solely by reason of disability, be

excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

**Section 10.11 Environmental Protection.**

(a) The Town agrees that facilities or equipment shall not be acquired, constructed, or improved as a part of this Approved Project unless such facilities or equipment are designed and equipped to limit water and air pollution in accordance with all applicable state and federal standards, statutes, and regulations.

(b) The Town agrees to conduct all aspects of the Approved Project in compliance with all the requirements of Section 114 of the Clean Air Act, 42 U.S.C 7414, and of Section 308 of the Federal Water Pollution Control Act, 33 U.S.C 1318, and of all applicable regulations issued under those Acts.

(c) The Town assures that the environmental impact of the Approved Project has been assessed in accordance with the requirements of the Wisconsin Environmental Policy Act, Wisconsin Statutes section 1.11.

(d) The Town agrees to include, or cause to be included, the criteria and requirements contained in this section in any contract or subcontract under which any of the financial obligations incurred are to be paid from funds provided under this Agreement.

(e) No publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials, may be used for this Approved Project without the prior written concurrence of the Secretary of the Wisconsin Department of Natural Resources, the State Historical Preservation Officer, and required federal authorities.

**Section 10.12 Prohibited Interests in the Proceeds of Approved Project.**

(a) Neither the Town nor any of its contractors shall enter into any contract, subcontract, or agreement in connection with the Approved Project or any property included or planned to be included in the Approved Project in which any official, officer or employee of the Town during his or her tenure or for one (1) year thereafter has any interest, direct or indirect, except as permitted under Wisconsin Statutes section 946.13(2).

(b) The Town shall insert in all agreements entered into by it in connection with the Approved Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No official, officer or employee of the Town of Washington during his or her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or in the proceeds thereof except as permitted under Wisconsin Statutes section 946.13(2)”

(c) No member of or delegate to Congress or to the Wisconsin State Legislature shall share any benefit that may arise from this Agreement.

**Section 10.13 Nondiscrimination.**

(a) In connection with the performance of work under this Agreement, the Town 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 Wisconsin Statutes section 51.01(5), sexual orientation 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. Except with respect to sexual orientation, the Town further agrees to take affirmative action to ensure equal employment opportunities. The Town agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by WisDOT setting forth the provisions of this nondiscrimination clause.

(b) Pursuant to Wisconsin Statutes section 16.765, the Town shall insert into all agreements entered into by it in connection with the Approved Project, and shall require its contractors to insert in each of their subcontracts, the provision in paragraph (a), of this Section, except that the word "Town" shall be stricken and replaced by the word "contractor" and the word "WisDOT" shall be stricken and replaced by "Town".

(c) The Town shall comply with the following laws, policies, regulations, and pertinent directions as may be applicable and will require its contractors and subcontractors through contractual agreement to similarly comply:

(1) Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d et seq.

(2) Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq.

(3) Subchapter II of Wisconsin Statutes section 111.

(4) Americans With Disabilities Act of 1990, 42 U.S.C. 12101, et seq.

(5) Federal Occupational Safety and Health Act of 1970, 29 U.S.C. 653, et seq., and any other applicable occupational safety and health laws or regulations.

**Section 10.14 Wage Rates.**

(a) Pursuant to Wisconsin Statutes section 66.0903, the Town shall apply to the Wisconsin Department of Workforce Development to determine the prevailing wage rate, hours of labor and hourly basic pay rates in all trades and occupations required in the Approved Project. The prevailing wage rates and hours shall be published in the project bidding specifications and incorporated into and made a part of all Approved Project construction contracts.

(b) The Town shall insert the following provisions in all construction contracts entered into by it in connection with the Approved Project:

“The contractor hereby agrees that all persons employed by it in the performance of this contract shall be paid wages which are not less than the prevailing wage rates which are incorporated into this contract. The contractor hereby agrees to keep and to require all subcontractors to keep full and accurate records clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed by him in connection with the project and an accurate record of the number of hours worked by each employee and the actual wages paid therefor.

Upon completion of the project and prior to final payment, the contractor agrees to file with the Town an affidavit stating that it has complied fully with the provisions and requirements of Wisconsin Statutes section 66.0903(3), and that it has received evidence of compliance from each of its agents and subcontractors.”

(c) The Town shall not submit to WisDOT any invoices for final payment on any contract until the contractor’s affidavit of compliance is filed in proper form and order.

**Section 10.15 Assurances.**

(a) The Town assures WisDOT that funds received under this Agreement will be used solely for the purposes for which the assistance is granted and in conformance with any limitations on any allowable expenditures set forth under the federal or state laws applicable to the funds granted.

(b) The Town hereby accepts all attendant responsibilities and liabilities associated with its use of WisDOT grant funds including, if applicable, liability for accidents and responsibility for erection and maintenance of fencing and other safety and protective devices.

**Section 10.16 Entire Agreement.** This Agreement and the attachments hereto contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.

**ARTICLE 11.0 SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Witness: TOWN OF WASHINGTON, WISCONSIN

\_\_\_\_\_

By: \_\_\_\_\_  
Its Town Chair

\_\_\_\_\_

By: \_\_\_\_\_  
Its Town Clerk

Witness: WISCONSIN DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

By: \_\_\_\_\_  
Its Chief, Railroads and Harbors Section

**ATTACHMENT I**

Certified Survey Map of Approved Project Property

**ATTACHMENT II**

Plans and Specifications for Dredging of the Federal navigation channel located in Washington,  
Wisconsin

Plans and Specifications were prepared by \_\_\_\_\_ for the Town of  
Washington, dated \_\_\_\_\_, 2012 and include:

Sheet No.

Cover

Title Sheet



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**agreement application**

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**Joel Gunnlaugsson** <chairman@washingtonisland-wi.gov>  
To: sheria.walz@dot.wi.gov

Fri, Nov 16, 2012 at 6:35 AM

Good morning Sheri,

Just wanted to let you know that I've still been chewing on the application and its language. Not being an attorney and understanding all the language completely is cumbersome. Anyway, I just wanted to let you know that we're having our Regular Town Board monthly meeting on Tuesday, Nov. 20th and I have put this agreement document on the agenda for the entire board to see and read and then vote on. I just didn't feel comfortable signing it without my board all seeing it also. So, I'm anticipating it sailing thru and getting it signed and back to you next week Wednesday then.

Thanks,

Joel

PS- have a great weekend ! Do you hunt at all ?? if so, good luck...

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**Walz, Sheri A - DOT** <SheriA.Walz@dot.wi.gov>  
To: Joel Gunnlaugsson <chairman@washingtonisland-wi.gov>

Mon, Nov 19, 2012 at 11:06 AM

Hi Joel,

I was in Pittsburgh for a conference last week, so just got this. Thanks for the follow up and I am available if any future questions come up.

Thanks,

Sheri

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**Sheri Walz, Harbors and Waterways Program Manager**

WisDOT, 4802 Sheboygan Ave., P.O. Box 7914, Madison, WI 53707-7914

(608)267-9319

sheria.walz@dot.wi.gov

**From:** Joel Gunnlaugsson [mailto:chairman@washingtonisland-wi.gov]  
**Sent:** Friday, November 16, 2012 6:35 AM  
**To:** Walz, Sheri A - DOT  
**Subject:** agreement application

[Quoted text hidden]

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**chairman@washingtonisland-wi.gov** <chairman@washingtonisland-wi.gov>  
To: "Walz, Sheri A - DOT" <SheriA.Walz@dot.wi.gov>

Mon, Nov 19, 2012 at 11:26 AM

Thanks, we'll be in touch later in the week.

Joel

Sent from my iPhone

[Quoted text hidden]

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**chairman@washingtonisland-wi.gov** <chairman@washingtonisland-wi.gov>  
To: "Walz, Sheri A - DOT" <SheriA.Walz@dot.wi.gov>  
Cc: Ron.Adams@dot.wi.gov

Wed, Nov 21, 2012 at 9:06 AM

Good morning Sheri,

Just a few questions that I have regarding the agreement. We had our town board meeting last night and some comments were raised that are valid from our side of the equation.

Firstly, per the phone conference that you, I and Mike Fries had regarding the allowed match options. It's my understanding from that call that WiDOT is going to all the \$ 30,000 coastal grant to to credited as an off set to the \$ 45,000 match that's our 20 % of the HAP grant. If this is true, can you ease validate that with a letter or email stating that will be allowed. Also then, that the remaining + / - \$ 15,000 can come from "in-kind" matches and / or money.

If you can provide this info to me regarding this issue, the agreement will be sent back one week from today. It was tabled at our meeting until the rest of the board is aware ( assured ) from me that what we discussed on the phone is accurate.

We all are very excited and anxious to move fwd, but on the other hand, there is a small amount of reserve because of the financial burden that this could impose on our rather small and limited tax base. It really boils down the the financial commitment of the town and in our little world, \$ 45,000 is a lot of money and we need to have everything planned out and accounted for.

I know you understand that, but I also have to do my do diligence and provide answers to the questions that the tax payers are asking.

So, in closing, if you can provide me some written documentation ,that I can tell the people, that the \$ 45,000 match will be credited by the \$ 30,000 coastal management and the remaining \$ 15,000 will either come from the town and any other in kind matches that benefit this project.

Please advise.

Have a happy thanksgiving !!!

Joel

Sent from my iPhone  
[Quoted text hidden]

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Walz, Sheri A - DOT <SheriA.Walz@dot.wi.gov> Wed, Nov 21, 2012 at 11:43 AM  
 To: "chairman@washingtonisland-wi.gov" <chairman@washingtonisland-wi.gov>  
 Cc: "Adams, Ron - DOT" <Ron.Adams@dot.wi.gov>, "Friis, Michael J - DOA" <michael.friis@wisconsin.gov>

Hi Joel,



Thank you for your email requesting clarification about the match. Please consider this email confirmation that the entire \$30,000 Wisconsin Coastal Management Grant can be used toward the 20% match requirement for the Town of Washington's recently awarded Harbor Assistance Grant, as long as the grant continues to be used for HAP eligible work. The remainder of the match can be comprised of cash or in-kind services. In-kind services must be fully documented in auditable documents to be eligible for reimbursement, as described in Section 3.4 of the Grant Agreement. No expenses incurred prior to the date of signing the Grant Agreement are eligible for reimbursement.

Happy Thanksgiving to you!

Regards,

Sheri

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**Sheri Walz, Harbors and Waterways Program Manager**

WisDOT, 4802 Sheboygan Ave., P.O. Box 7914, Madison, WI 53707-7914

(608)267-9319

sheria.walz@dot.wi.gov

**From:** chairman@washingtonisland-wi.gov [mailto:chairman@washingtonisland-wi.gov]  
**Sent:** Wednesday, November 21, 2012 9:07 AM  
**To:** Walz, Sheri A - DOT  
**Cc:** Adams, Ron - DOT  
**Subject:** Re: agreement application

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**chairman@washingtonisland-wi.gov** <chairman@washingtonisland-wi.gov>  
To: "Walz, Sheri A - DOT" <SheriA.Walz@dot.wi.gov>

Wed, Nov 21, 2012 at 1:01 PM

Thanks !! Exactly what I needed to make my people happy.

We'll get it signed next Tuesday.

Enjoy your holiday !!

Joel

Sent from my iPhone  
[Quoted text hidden]

Town of Washington, Door County Wisconsin  
Detroit Harbor Dredging Engineering Solicitation  
Request for Qualifications

COPY

**Scope of Services Narrative**

Town of Washington  
910 Main Road, PO Box 220  
Washington Island, WI 54246

SOLICITATION DATE      RFQ DUE DATE  
~~November 26, 2012~~      December 12, 2012, noon  
DECEMBER 1<sup>st</sup>, 2012 / DECEMBER 21<sup>st</sup>, 2012 - NOON

Location/Description  
Detroit Harbor  
Town of Washington  
Door County, Wisconsin

Anticipated Project Start Date:  
January 2, 2013  
Anticipated Completion Date:  
April 1, 2013

The Town of Washington, Wisconsin is currently considering the dredging of the Detroit Harbor. The Town of Washington is interested in procuring design/engineering services for this project. In general terms the work is expected to include the design and engineering of a sediment dredging, offloading and disposal. Tasks will also include characterization, evaluating alternate disposal options, and funding alternatives through state granting programs.

Firms interested in being considered to perform this design work should submit 6 copies of a completed *Request for Qualifications Questionnaire* form, which is provided. If a firm intends to undertake the project jointly with another firm or by the use of consultants, the listing of qualification must include information on the other firms to be used. Letters of interest with attached qualification statements should be sent to Town Chairman; Town of Washington; 910 Main Road, PO Box 220; Washington Island, WI 54246 so as to be received not later than ~~December 12, 2012, noon.~~ DECEMBER, 21<sup>st</sup>, 2012 - NOON.

Responding firms will be screened and the firms judged by Town of Washington personnel to be most appropriately qualified, will be interviewed. The interviews will be based on qualifications only. Fees will not be discussed during the interview process. Fees and the detailed scope of services will be negotiated with the firm determined by Town of Washington to be the best choice for the intended work.

**Project Summary**

The Town of Washington is proposing to deepen and widen the Federal navigational channel into Detroit Harbor to ensure safe passage for passenger/vehicle ferries. The ferry line provides year-round connection to the mainland for passengers and cargo. The plan is to deepen the channel from the current 14 feet to 17 feet and widen the current 150-foot western channel designation by an additional 20 feet. The Town of Washington has been awarded financial funding through the Wisconsin Harbor Assistance Program (HAP) Funds to contract for engineer services associated with the pre-dredging work. Engineering services will include conducting sediment characterization and dredging/dewatering/disposal evaluations, preparing and obtaining the necessary permits, developing the final dredge and dewatering/disposal design, and preparing plan and specifications for bidding. ~~Attached is a figure depicting the project area.~~

**Deliverables**

- The selected consultant will be required to deliver;
- Health and Safety Plan;
  - Sediment and Disposal Site Characterization Work Plan;

**Town of Washington, Door County Wisconsin  
Detroit Harbor Dredging Engineering Solicitation  
Request for Qualifications**

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- Sediment and Disposal Site Characterization Summary Memo;
- Disposal Option Evaluation and Recommendation Alternative Memo;
- Engineering and Designing Specifications for the dredging, material off-loading, selected disposal option, and road repair;
- Cost Evaluation Report relative to proposed cost and schedule options (all at once or phase approach) for funding through the HAP;
- Bids and Specifications for the project (dredging, disposal, and road repair);
- Two versions of a Revised Engineering Cost Estimate Memo to re-confirm total project costs for HAP; and
- Assisting the Town with contractor selection, attending four meetings during the pre-dredge phase, and completing monthly updates to HAP (assume 6 months) in accordance with the Grant Agreement (signed November 21, 2012 by the Town).

**Schedule for deliverables**

- Health and Safety Plan due January 2013
- Sediment and Disposal Site Characterization Work Plan due January 2013;
- Sediment and Disposal Site Characterization Summary Report due February 2013;
- Disposal Option Evaluation and Recommendation Alternative Report due February 2013;
- Engineering and Designing Specifications for the dredging, material off-loading, selected disposal option, and road repair due February 2013;
- Cost Evaluation Report relative to proposed cost and schedule options for funding through the HAP due February 2013;
- Bids and Specifications for the project (dredging, disposal, and road repair) due March 2013;
- Two versions of a Revised Engineering Cost Estimate Memo to re-confirm total project costs for HAP due February 2013 and April 2013.

All deliverables due in February 2013 need to be completed for inclusion in a February 2013 HAP application.

**Consultant requirements (listed in approximate rank order of importance)**

- Knowledge of and experience in Great Lakes dredging design projects
- Knowledge of the Wisconsin Harbor Assistance Program grants
- Experience with sediment design and engineering on a Great Lakes site
- Experience with sediment permitting on a Great Lakes site
- Experience working on a HAP funded project
- Experience evaluating sediment disposal options and beneficial reuse
- Experience with agency coordination

**Special skills and expectations (listed in approximate rank order of importance)**

Work closely with the Town to assure compliance with the HAP Agreement in an accelerated manner to design and engineer a dredging program for the Detroit Harbor.

**Site Visit**

No site visits will be facilitated by the Town for the purpose of this RFQ.

Town of Washington, Door County Wisconsin  
Detroit Harbor Dredging Engineering Solicitation  
Request for Qualifications

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**Contact Information**

Submit questions via e-mail about this project to Joel Gunnlaugsson, Town Chairman, ~~by 8:00 a.m. December 7<sup>th</sup> 2012.~~ The e-mail address is [chairman@washingtonisland-wi.gov](mailto:chairman@washingtonisland-wi.gov). A response to the question will be replied to the questioning e-mail address.

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Town of Washington, Door County Wisconsin  
Detroit Harbor Dredging Engineering Solicitation  
Request for Qualifications

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**Instructions for consultants:**

1. Download and save the solicitation scope of service narrative to your computer.
2. Complete the Request for Qualification (RFQ), **to a maximum of 8 pages**, adhering to these guidelines:
  - a. All files must be in MS Word or Adobe PDF format. No files other than the RFQ will be considered.
  - b. Submit only one RFQ per firm. Firms with multiple locations and/or parent companies may not submit more than one RFQ.
  - c. Additional comments may be added in narrative form after the tables in each question.
  - d. General formatting:
    - i. Do not add colors in the tables or to special fonts.
    - ii. Limit font bolding to highlight only the most important words. Do not bold questions.
    - iii. Use the Arial font, sized between 9-12 only. Only table labels should be font size 8.
    - iv. Using bullets within tables is allowed.
    - v. Limited table column size changing is allowed, but expanding tables is not.
    - vi. Deleting unneeded tables from the default form is allowed. Do not delete any questions.
    - vii. Leave at least two blank lines between information and the next question.
  - e. Special instructions for RFQ questions:
    - i. Question 2—be sure to identify time period for availability.
    - ii. Question 6—to count words in narrative, if using some common version of MS Word, you may be able to go to your "Tools" menu, to select "Word Count function;" or, you may already be able to see the count in the lower left corner of your screen. Other MS Word versions may require a different tab and/or menu click to view and keep both a running and total document word count.
  - f. Minimize the number and size of pictures inserted. If file size is greater than 2 MB, review the use of pictures and consider converting any Word documents to a PDF.
  - g. Do not copy resumes or other external documents into the NOI form to supply firm qualifications.
  - h. Automatic disqualification will occur if:
    - i. Questions are deleted or changed.
    - ii. The document is protected in any way that prevents the Town from copy-pasting information. Firms are allowed to protect their documents as "read-only;" however, in the following ways:
      1. Conversion to PDF (without special protections)
      2. Protecting Word document for "Comments" only! (not for "forms" or "tracked changes")
    - iii. The RFQ response is longer than 8 pages.
3. Please delete the scope of service narrative and these instructions before submitting the file to the Town.