

August 28, 2012

Joel Gunnlaugsson, Town Chair  
Town of Washington Island  
910 Main Road  
Washington Island, WI 54246

Re: Proposal for Harbor Master Plan for Detroit Harbor at Washington Island - REVISED  
SMITHGROUPJJR Number: SM602.W3J

Dear Mr. Gunnlaugsson:

Please find below for your consideration a proposal from SmithGroupJJR (SGJJR) and our partner Foth Environment and Infrastructure (Project Team) to develop a Harbor Master Plan for Detroit Harbor at Washington Island, Wisconsin.

## INTRODUCTION

We understand the Town of Washington Island (Client) intends to complete a Harbor Master Plan (Plan) for Detroit Harbor. The project boundary as discussed at the meeting with the Town Board on February 27, is shown on Attachment B. We propose to develop a Harbor Master Plan to provide a framework to strategically address challenges and opportunities, provide a conceptual cost estimate for proposed Phase I project improvements, and provide recommendations for funding the implementation of the plan. More specifically, the Plan will address a number of issues and opportunities including the following:

- Promote tourism and development without compromising the historic character and charm of the island or sensitive natural resources;
- Provide guidance for a safe, usable and attractive port;
- Prioritize projects for harbor development, expansion, improvement and rehabilitation;
- Evaluate access to public shoreline for recreation, including piers, launches and harbors;
- Accommodate the planned harbor dredging;
- Provide development guidance for "Core Development Areas" including Main Road, the Ferry Dock area, and Gislason Beach;
- Support maritime-related businesses and tourism;
- Identify a funding strategy for implementation;
- Provide a final product consistent with expected funding source for the Plan (Wisconsin Coastal Management Program), and planned dredging (WisDOT Harbor Assistance Program);
- Complement the Washington Island Comprehensive Outdoor Recreation Plan 2011-2015;
- Complement the Door County Comprehensive Plan 2030.

## SCOPE OF WORK

### Phase I – Site Analysis

1. Data Collection: The Project Team will secure background GIS data available through Door County and pay the required data charge. The Client will provide any other available data at no charge to the project team for our review and use. Our team will use this data to generate project base maps described under Task 2. We anticipate available data to include the following:
  - Orthophotography;
  - Bathymetric survey and land topography;
  - Property boundary information;
  - Utilities;
  - Environmental data including land use/land cover, wetlands, hydric soils, floodplain boundaries, known sensitive natural resources, etc.;

- Wind, wave and sediment migration data;
- Geotechnical data characterizing the water depth and lake bed composition;
- USACE harbor conditions survey;
- Roads, trails, greenways, parks;
- Mapping identifying mooring field boundaries;
- Water quality data;
- Previous plans and studies;

Deliverable: List of Data

2. Base Map: The project team will use data described above to create a draft base map to serve as the base for subsequent concepts. At a minimum, the base map will indicate the approximate planning boundary, private versus public property, roadways, available water depths and topography, the general massing and location of existing buildings and structures, and schematic information regarding opportunities and constraints.

Deliverable: Draft Base Map as described above, 1 presentation board

## Phase II – Planning Workshop

3. Design Workshop: In order to maximize interaction between the design team and the Client, the team will hold an intensive 3-day design workshop on the Island. On the **first day**, the project team will attend a kickoff meeting with the Client's Steering Committee to clarify project objectives, schedule, and deliverables. We will outline project goals, expectations and programming, and begin a discussion of specific issues, concerns and ideas related to improvement and enhancement of the harbor. We will then tour the harbor area with the Client to field verify mapped and printed data and begin to develop a better understanding of actual conditions on the ground. As identified during the project planning meeting, the workshop will specifically address redevelopment study zones at the Ferry Dock and at the south end of Main Road, as shown on Attachment B.

*Stakeholder Meetings*: The project team will then spend up to two days conducting interviews with stakeholders as identified by the Client to gain feedback on initial ideas, ask questions and clarify issues about area-wide needs and desires, and identify potential concerns or elements requiring further study. A stakeholder is one who can directly influence the project through: a.) controlling land in the project area; b.) influencing the implementation of the plan; or c.) influencing the derailment of the plan. Potential stakeholders include: regulators and funders (USACE, WDNR, EPA, US FWS), the ferry operators and other business owners, residents, city officials and special interest groups (conservation, recreation, etc.). Our intent is to gain feedback and information on topics such as: transient and resident boating needs; land-side support facilities and peripheral amenities; pedestrian and bicycle circulation, public access and safety; potential redevelopment activities; transportation issues (ferry queuing, traffic patterns, parking, mooring, safe separation); and needs of other users. Note, Client will be responsible for arranging stakeholder meeting times.

*Preliminary Consensus Plan*: On the evening of the **second day** and during **day three** of the workshop, our team of experts will summarize the results of the stakeholder meetings for the Client; begin to explore with the Client a broad range of ideas and issues using hand drawn plans and graphics; and develop a spectrum of alternatives from minimal modifications to large-scale improvements and enhancements. The evening meeting will be open to the public in accordance with the WCMP grant application. Throughout the process, we will evaluate the pros and cons of proposed solutions, and will get consensus as to the alternative to carry forward as the Master Plan. By the end of the third day, the Client will have given our team clear direction for the development of the Master Plan document as described below.

Deliverables: Notes and Annotated Drawings from Stakeholder Meetings, Meeting Minutes, Preliminary Consensus Harbor Master Plan Graphics

## Phase III – Harbor Plan

4. Draft Harbor Master Plan Document: The project team will consolidate the graphics generated during the planning workshop into the Harbor Master Plan Summary Document. The document will include a graphic summary of existing conditions, opportunities and constraints, and will address those results from the stakeholder meetings that the Client has advised us to incorporate.

Using a combination of text and graphics, we will prepare a draft framework plan that summarizes project goals and objectives, documents the planning process, and identifies / prioritizes specific projects within the harbor study area and an implementation / funding strategy. For up to three projects identified for first phase implementation, we will develop an order of magnitude opinion of probable construction cost.

The plan will consider:

- Dock and ferry terminal facilities;
- Boat launching and handling facilities;
- Mooring field and dockage slip layouts, including seasonal and transient facilities;
- Recommended coastal shoreline or protection improvements;
- Support facilities;
- Circulation and parking configurations;
- Public amenities such as access points, paths, walkways and overlooks;
- Concepts for Core Development Areas;
- An evaluation of permitting needs;
- Opinion of probable construction cost for up to 3 priority projects.

Deliverable: Draft Harbor Plan, digital pdf copy via email

5. Final Harbor Plan: The project team will hold a teleconference with the Client Steering Committee to discuss the Draft Harbor Plan. Based on the feedback received from the committee, the project team will incorporate comments and provide the Client with the final Harbor Plan. One bound and one unbound copy will be provided, as well as web and print quality PDF versions.

Deliverable: One bound and one unbound copy of the final Harbor Master Plan report document, accompanied with a CD containing digital files (Adobe pdf)

## SPECIAL CONDITIONS

- The Client will provide, to the best of their knowledge, all pertinent background information as identified under Task 1.
- The Master Plan is based on our experience and data provided to Project Team by the Client. We will not collect any original data outside of site visits described in the proposal.
- The Client will identify a single point of contact from which SGJJR will take direction for administrative matters such as contracting.
- The Client will select and organize a project Steering Committee of no more than nine people capable of making decisions about desired waterfront uses/activities.
- The Client and project Steering Committee will identify key stakeholders to involve throughout the project.
- The Client will develop all associated mailing lists, public meeting notices, and provide all other corresponding meeting coordination as needed and required.
- The Client will schedule meeting rooms and necessary meeting equipment.

- The Client and/or project Steering Committee will provide routine updates to committees, boards and commissions as necessary throughout the process.

## SCHEDULE

The project team is prepared to execute and complete services outlined in this proposal within two months following our receipt of a signed copy of this contract. We understand that if the WCMP program grant is used to fund the study, the study must be completed between July 1, 2012 and June 30, 2013, based on grant conditions.

## REMUNERATION

### Basic Services

SGJJR will bill on a percent complete basis for a total lump sum fee of \$30,000, inclusive of expenses.

### Extra Services

SGJJR would be pleased to complete additional work outside the scope of this contract on a time and materials basis in accordance with the attached rate sheet at the explicit request of the Client.

The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of the CLIENT's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the CLIENT shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with SGJJR.

Thank you again for this opportunity and please do not hesitate to call if you have any questions about the enclosed materials.

Sincerely,



Bill Brose  
Vice President  
SmithGroupJJR

Enclosures

Exhibit A: Contract for Professional Services  
Exhibit B: Standard Fee and Reimbursable Schedule

## ACCEPTED

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Signature

Date

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Printed Name

Title



**EXHIBIT A  
CONTRACT FOR PROFESSIONAL SERVICES**

SmithGroupJJR hereinafter referred to as "SGJJR" and the Town of Washington, hereinafter referred to as "CLIENT", agree as follows:

**I. SERVICES**

SGJJR agrees to provide the professional services, as described in the preceding SCOPE OF SERVICES, hereinafter referred to as "SERVICES".

**II. COMPENSATION TERMS**

A. Method of Payment

1. Payments on account of SGJJR's SERVICES shall be made monthly in proportion to services performed upon receipt of invoice. Balances remaining unpaid after thirty (30) calendar days are subject to a monthly finance charge of 1percent (12percent annually) until paid.
2. SGJJR reserves the right to suspend work on the project at such time as payment for professional services has become delinquent for sixty (60) calendar days through no fault of SGJJR. In the event that SGJJR shall be successful in any suit for damages for breach of this agreement, including non-payment of invoices, SGJJR shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.
3. SGJJR reserves its right to file a Mechanic's Lien against the property of the CLIENT for which professional services are being performed in the event the SERVICES performed on behalf of the CLIENT are not paid for in accordance with the terms of this agreement.

B. Subsequent Taxes or Fees

Any taxes or fees, enacted by local, state or federal government subsequent to the date of this contract, and based on gross receipts or revenues will be added to amounts due under this AGREEMENT, in accordance with any such fees or taxes.

C. Extra Services

Services in addition to those described as Basic Services in the preceding SCOPE OF SERVICES are to be compensated at the hourly rates noted, and for related reimbursable expenses, in accordance with SGJJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by SGJJR.

**III. SCHEDULE**

SGJJR is prepared to immediately initiate the Basic Services upon receipt of a signed copy of this AGREEMENT. The preceding SCHEDULE provides a more detailed description of the project schedule.

**IV. CLIENT RESPONSIBILITIES**

- A. The CLIENT will provide promptly full information regarding the requirements for the project.
- B. The CLIENT will designate a single representative to act in its behalf relative to the project. The CLIENT's representative shall examine documents submitted by SGJJR and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of SGJJR's services. SGJJR shall proceed with services only upon specific written request by the CLIENT's representative.
- C. The CLIENT agrees to report promptly in writing to SGJJR any fault or defect in SGJJR's services or nonconformance with the provisions of this contract.
- D. The information, surveys, documents and all other services furnished by the CLIENT and the CLIENT's consultants and contractors shall be provided to SGJJR at the CLIENT's expense. The CLIENT agrees that SGJJR is entitled to rely upon the accuracy and completeness of the information provided to SGJJR by the CLIENT and the CLIENT's consultants and contractors. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold SGJJR, its agents and employees, and SGJJR's subconsultants, harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT and the CLIENT's consultants and contractors to SGJJR.
- E. Drawings and specifications prepared under this AGREEMENT should be used only for the project for which they are made. Drawings and specifications shall not to be used by the CLIENT on other projects or extensions to this project without the prior written authorization by SGJJR. The CLIENT shall give appropriate acknowledgement that SGJJR shall be held harmless from any and all actions resulting from such use.

**V. TERMINATION OF AGREEMENT**

Either the CLIENT or SGJJR may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The CLIENT shall within ten (10) calendar days of termination pay SGJJR for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

**VI. ASSIGNMENT**

It is mutually understood and agreed that this AGREEMENT shall be binding upon the CLIENT and its successors and assigns and upon SGJJR, its successors and assigns. Neither party shall assign nor transfer its interest in this AGREEMENT or any part thereof, without the written consent of the other party.

**VII. INDEMNIFICATION**

- A. SGJJR agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by SGJJR's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom SGJJR is legally liable.

- B. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold SGJJR harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions, and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.
- C. SGJJR is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT's own negligence.

## VIII. LIMITATION OF LIABILITY

- A. It is agreed that in the event that claims for damages are made regarding the performance by SGJJR of this contract for services, any and all damages shall be limited to the total fees paid to SGJJR under the contract. Moreover, it is agreed that any and all claims against SGJJR arising out of performance of this contract shall be brought within one year of the completion of the contract by SGJJR. Finally, it is agreed that a claim shall not be asserted against SGJJR unless a written opinion is first obtained from a licensed professional of the same discipline attesting to the meritoriousness of the claim.
- B. Notwithstanding any other provisions of this AGREEMENT, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or SGJJR, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- C. Nothing contained in this AGREEMENT shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT or SGJJR. SGJJR's SERVICES under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other entity shall have a claim against SGJJR because of this AGREEMENT or the performance or nonperformance of SERVICES hereunder.

## IX. GENERAL COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

- A. The validity of this AGREEMENT, its interpretation and performance shall be governed exclusively by the laws of the State of Wisconsin.
- B. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and SGJJR agree that all disputes between them arising out of relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- C. The CLIENT and SGJJR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## X. MODIFICATIONS

Modifications to this AGREEMENT shall be made only by the mutual written consent of the parties hereto.

**XI. ELECTRONIC MEDIA**

Because data stored on electronic media can deteriorate undetected or can be modified without SGJJR's knowledge, the CLIENT agrees that SGJJR will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic file(s). Any drawings produced from the electronic file(s) provided by SGJJR shall not be considered property of SGJJR, nor will SGJJR be held liable for such drawings. All drawings produced from the electronic files should be checked against the hard copy supplied to ensure accuracy and consistency.

**XII. ACKNOWLEDGEMENT**

SGJJR shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit and acknowledgement shall be defined as being named by the CLIENT or their agent on project identification boards, published articles, promotional brochures, and similar communications.

**XIII. CHANGED CONDITIONS**

It is acknowledged that the services provided by SGJJR are premised upon conditions and circumstances existing as of the date of this agreement. It is also acknowledged that these conditions and circumstances may change as a result of state or Federal action, legislation or regulation. Therefore, the CLIENT releases and agrees not to sue SGJJR, its agents, parent corporation, or employees for any claims, damages, costs, penalties or cause of action which the CLIENT has or may in the future have, as a result of penalties, costs or damages incurred due to any requirements, restrictions or prohibitions imposed upon the CLIENT, including upon the use of property, by the governments of the State in which the property or project is located and/or the United States of America.

**XIV. SEVERABILITY AND SURVIVAL**

Any provisions of this AGREEMENT later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and SGJJR shall survive the completion of the services hereunder and the termination of this AGREEMENT.

**XV. WAIVER**

The failure at any time to enforce any provision of this AGREEMENT or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this AGREEMENT.

**XVI. EXTENT OF AGREEMENT**

This AGREEMENT, and any additional or supplementary documents incorporated herein by specific reference, represents the complete and integrated agreement between the CLIENT and SGJJR, and supersedes all prior negotiations, representations or agreements, either written or oral.





**Standard Fee and Reimbursement Schedule  
Madison, Wisconsin  
April 01, 2012**

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 4	\$205.00/hour
Principal/ Level 3	\$190.00/hour
Principal/ Level 2	\$165.00/hour
Principal/ Level 1	\$155.00/hour
Professional Staff/ Level 10	\$155.00/hour
Professional Staff/ Level 9	\$135.00/hour
Professional Staff/ Level 8	\$120.00/hour
Professional Staff/ Level 7	\$115.00/hour
Professional Staff/ Level 6	\$105.00/hour
Professional Staff/ Level 5	\$95.00/hour
Professional Staff/ Level 4	\$90.00/hour
Professional Staff/ Level 3	\$85.00/hour
Professional Staff/ Level 2	\$80.00/hour
Professional Staff/ Level 1	\$75.00/hour
Technical Staff/ Level 2	\$80.00/hour
Technical Staff/ Level 1	\$65.00/hour

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.

REIMBURSABLE EXPENSES

Mileage	\$0.555/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

