

March 5, 2015

Ms. Amy Peterson, Interim Director
Planning & Development
City of La Crosse
City Hall, 3rd Floor
400 La Crosse Street
La Crosse, WI 54601

Re: Contract for Professional Services
Waterways Commission Financial Assistance Application
Preparation Assistance

Dear Amy:

SmithGroupJJR (SGJJR) is pleased to submit the following contract for funding investigations and grant preparation assistance to the City of La Crosse..

UNDERSTANDING OF THE PROJECT

The Mobile Site Redevelopment Charrette identified a long-term vision for the redevelopment of the former petroleum tank farm enhancing investment opportunities by leveraging the City's waterfront. One of the goals of the Charrette's outcome was to efficiently and effectively advance the Vision's blueprint toward implementation of the plan's recommendations with a strategic approach - one that maximizes local benefit by leveraging State and Federal funding opportunities.

Such an opportunity is rapidly approaching through the Waterways Commission Financial Assistance Program. This program will evaluate submitted applications for the final quarter of this year's program on April 1, 2015. Given the short lead time, we feel this is a worthwhile program to pursue for the advancement of the proposed North Pier Transient Docking Facility developed as part of the Redevelopment Plan. The advancement of the transient pier will complement many of the public access initiatives along the Black River, attract tourism based on recreational boating with close proximity to the Downtown, and will send a clear message to the development community as to the City's commitment to the redevelopment of the former Mobile Site.

The following proposal outlines SGJJR's approach in assisting the City of La Crosse in the submittal process. We have provided similar assistance to other communities in which we have found to be successful results in advancing similar projects. This program matches transient docking facilities with eligible funding sources. Helping to reduce local funding obligations.

SCOPE OF SERVICES

Basic Services

Task 1: Grant Application Assistance

SGJJR will assist the Client in the preparation and submittal of applications to the Wisconsin DNR Recreational Boating Facilities Program known as Waterways. SGJJR will assist the City in completing the application forms with



necessary graphics for the City to submit to the program for design and engineering feasibility. As part of this work and at the request of the City, SGJJR will also be available as a resource to:

- Participate in one pre-application conference call with grant coordinator;
- Present at grant agency commission meetings; and,
- Respond to questions from granting agencies.

Deliverables:

- Completed grant application forms with the Client
- Support for guiding the applications through the review process
- Participate at one pre-submittal conference call

Meetings

- Present with client at one grant agency commission meeting

SCHEDULE

SGJJR proposes a one (1) month schedule for completion of the work as described in Task 1

COMPENSATION

City of La Crosse shall compensate SmithGroupJJR for the scope of services outlined above a fee equal to the average hourly rate (Please See Attachment 'A') of our project staff actively engaged in the program for all man hours worked, including the mandatory and customary benefits such as taxes, insurance, health, holidays, vacations, pensions, and similar benefits. We estimate the labor fee for professional services for the scope of work described above plus reimbursable cash charges will be approximately \$ 5,000.00.

REIMBURSABLE EXPENSES

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

1. Travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service.
2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy;
3. Long distance telephone and facsimile charges, postage, express charges and other similar items;
4. Models, renderings, photography and other special presentation material for other than the Architect's own use;
5. Regulatory Agency review fees; and
6. Employment of, with client's prior approval, special consultants other than those listed in this proposal.



ADDITIONAL SERVICES

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

PAYMENTS

Invoices will be prepared monthly on the basis of services rendered .

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

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroupJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of La Crosse covenants and agrees that: 1) the Files are Instruments of Service of SmithGroupJJR, the author, and/or Work Product of SmithGroupJJR, as the case may be; 2) in providing the Files, SmithGroupJJR 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 La Crosse agrees to report any defects in the Files to SmithGroupJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroupJJR will correct such defects, in a timely manner, and retransmit the Files. City of La Crosse further agrees to compensate SmithGroupJJR, as Additional Services, for the cost of correcting defects reported to SmithGroupJJR after the Acceptance Period. City of La Crosse understands that the Files have been prepared to SmithGroupJJR's criteria and may not conform to (Client's Name) drafting or other documentation standards. City of La Crosse understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of La Crosse that SmithGroupJJR does not guarantee the accuracy, completeness or integrity of the data, and that the City of La Crosse will hold SmithGroupJJR harmless for any data or file clean-up required to make these Files usable. City of La Crosse understands that even though SmithGroupJJR 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 La Crosse will hold SmithGroupJJR 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 La Crosse agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroupJJR 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 La Crosse.

Under no circumstances shall transfer of Files to City of La Crosse be deemed a sale by SmithGroupJJR. SmithGroupJJR 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 La Crosse AGREES THAT THE TOTAL LIABILITY OF SMITHGROUPJJR 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 SMITHGROUPJJR UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroupJJR 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 La Crosse 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. SmithGroupJJR 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 SmithGroupJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR 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 this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

SmithGroupJJR 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 La Crosse 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. SmithGroupJJR 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

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.

SmithGroupJJR (*Signature*)

Owner (*Signature*)

John Kretschman, Director of Operations

(*Printed name and title*)

Date

Date



EXHIBIT A
Standard Fee and Reimbursement Schedule
Madison, Wisconsin
April 1, 2014

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 5	\$215.00/hour
Principal/ Level 4	\$210.00/hour
Principal/ Level 3	\$195.00/hour
Principal/ Level 2	\$170.00/hour
Principal/ Level 1	\$160.00/hour
Professional Staff/ Level 10	\$160.00/hour
Professional Staff/ Level 9	\$140.00/hour
Professional Staff/ Level 8	\$125.00/hour
Professional Staff/ Level 7	\$120.00/hour
Professional Staff/ Level 6	\$110.00/hour
Professional Staff/ Level 5	\$100.00/hour
Professional Staff/ Level 4	\$95.00/hour
Professional Staff/ Level 3	\$90.00/hour
Professional Staff/ Level 2	\$85.00/hour
Professional Staff/ Level 1	\$80.00/hour
Technical Staff/ Level 2	\$85.00/hour
Technical Staff/ Level 1	\$70.00/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	\$.560/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.