City of Portage
Ad Hoc Canal Committee Meeting
Monday, May 5th, 2014, 5:00 p.m.
Municipal Building, Conference Room One
Agenda

Members: Fred Galley, Chairperson; Chris Arnold, Ron Dorn, Marianne Hanson, Doug Klapper, Bob Redelings, Jesse Spankowski (citizen member), Mayor William Tierney ex-offico, Destine Udelhoven

Invited Guests: Shawn Murphy, Jeff Melville (Kjohnson Engineers), Mark Aquino and Scott Inman

1. Roll Call

2. Remembrance for Kim Johnson

3. Approval of minutes from 3/25/14 meeting.

4. Sediment and water sampling update (Scott Inman, DNR)

5. Design Engineer Scoping Process (Jeff Melville)

6. Transportation Alternative Program (TAP) update

7. Portage Canal Days

8. Set Next Meeting Date

9. Adjournment

City of Portage
Ad Hoc Canal Committee Meeting
Tuesday, March 25th, 2014, 5:00 p.m.
Municipal Building, Conference Room One

Members present: Fred Galley, Chairperson; Ron Dorn, Marianne Hanson, Doug Klapper, Bob Redelings, Jesse Spankowski (citizen member) and Destine Udelhoven (arrived at 5:05 p.m.)

Members absent: Chris Arnold and Gil Miesgeier

Members excused: Mayor William Tierney ex-officio

Others present: Shawn Murphy, Kim Johnson, Bill Welsh and Craig Sauer

1. **Roll Call**

2. **Approval of minutes from 2/25/14 meeting.**

   Motion by Dorn, second by Klapper to approve the minutes. Motion passed 6 to 0 on call of the roll.

3. **Discussion and possible recommendation of Design Engineering Scope of Services for Segment 2.**

   Galley provided a picture (attached) of the canal, which is representative of the vision for segment 2.

   Ms. Johnson provided an updated schedule for the project (attached) which extends the construction into 2017, but also incorporates coordination with the railroad.

   She also explained that if additional funding was sought, the Transportation Enhancement (TE) Program has been replaced with the Transportation Alternative Program (TAP) which has focus on bike and pedestrian facilities.

   To assist in describing the scope of services, Ms. Johnson inquired as to additional items the committee would like to see addressed. The following items were mentioned:

   - There's still a desire to have increased water flow in the canal to keep algae growth down and make the canal more attractive.

- To provide direction to the DNR in their clean-up efforts, the vision for segments 3 and 4 should resemble the plan for segment 2, including a paved trail

- There should be an 8’ to 10 minimum clearance between the underside of the bridge(s) and the water surface.

- The linear parkway vision should include landscaping elements including concrete bases and underground conduit for future lighting. No underground plumbing (for lawn watering) needs to be provided.

- There should be provisions for canoe launches on the trail side of the canal at Adams Street and Hamilton Street.

Ms. Johnson handed out the Standard Provisions (boiler plate - attached) for the Consultant Agreement. She explained the Special Provisions would modify the Standard Provisions by incorporating the specific scope items discussed.

The City Engineer will work with Ms. Johnson in preparing the Special Provisions and forward them to the Committee by April 11 for review.

4. Set Next Meeting Date

Meetings were set for April 17 at 5 p.m. to finalize the scope of services and for May 5 at 5 p.m. to discuss the scope of services with SEH.

5. Adjournment

Motion by Hanson, second by Udelhoven to adjourn. Motion passed 7 to 0 on call of the roll.

The meeting concluded at 6:43 p.m.

Respectfully submitted,

Robert G. Redelings, City Engineer

THREE-PARTY DESIGN ENGINEERING SERVICES CONTRACT BETWEEN

City of Portage (MUNICIPALITY),

State of Wisconsin Department of Transportation (DEPARTMENT),

AND

Short Elliott Hendrickson Inc. (CONSULTANT)

FOR

PROJECT ID 6996-05-27
City of Portage, Portage Canal
(Fox River to Wisconsin River)
Non Highway
Columbia County

DOT FOS OBJECT CODE 5501

This is a DESIGN ENGINEERING SERVICES CONTRACT between MUNICIPALITY, DEPARTMENT, and CONSULTANT to provide consultant engineering services and will be completed by _____.

The MUNICIPALITY proposes a transportation improvement PROJECT described as follows:

Design of the Portage Canal, located in Section ____, T_____, R_____, City of Portage, Columbia County, Wisconsin.

The MUNICIPALITY and DEPARTMENT deem it advisable to engage CONSULTANT to provide certain engineering services and have authority to contract for these services.

<u>ALL SERVICES</u>

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the:

☒ DEPARTMENT or
☐ MUNICIPALITY

(1) A lump sum [or actual cost] of $_____.

(2) For Subsurface Investigations sublet to _____, the CONSULTANT'S actual cost not to exceed $_____.

(3) For Title Searches sublet to _____, the CONSULTANT'S actual cost not to exceed $_____.

(4) For Historical Investigations sublet to _____, the CONSULTANT'S actual cost not to exceed $_____.

Compensation in excess of the total CONTRACT amount of $_____ shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT represents it is in compliance with the laws and regulations relating to the profession of engineering and signifies its willingness to provide the desired engineering services.

The CONSULTANT representative is _____, whose work address, e-mail address and telephone number are _____.

The MUNICIPALITY representative is _____, whose work address, e-mail address and telephone number are _____.

This CONTRACT incorporates and the parties agree to all of the STANDARD PROVISIONS of the August 2, 2002, THREE PARTY DESIGN ENGINEERING SERVICES BOILERPLATE, Procedure 8-15-1, Exhibit 1.2 of the State Of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT and MUNICIPALITY acknowledge receipt of a copy of these STANDARD PROVISIONS.

The parties also agree to all of the special provisions which are annexed and made a part of this CONTRACT, consisting of _____ pages.

This CONTRACT also incorporates the State of Wisconsin Facilities Development Manual and all other Manuals referenced therein, unless this CONTRACT expressly excludes a provision thereof or the context of this CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this CONTRACT.

PROJECT ID 6996-05-27
City of Portage, Portage Canal
(Fox River to Wisconsin River)
Non Highway
Columbia County

For the CONSULTANT

By:_____

Title:_____

Date: _____

For the DEPARTMENT

By:_____

Contract Manager, WisDOT

Date:_____

For the MUNICIPALITY

By:_____

Title: Mayor

Date: _____

By:_____

Title: Clerk

Date: _____

APPROVED

By:_____

GOVERNOR, State of Wisconsin

Date:_____

VI. SPECIAL PROVISIONS

Sections III.A.(4) and IV.A.(4) of the STANDARD PROVISIONS are amended to substitute the DEPARTMENT for the MUNICIPALITY. Copies of the invoices and progress reports shall be provided to the MUNICIPALITY at the same time they are provided to the DEPARTMENT.

SCOPE OF SERVICES

PROJECT "Segments" along the Portage Canal are defined as follows:

Segment 1: Wisconsin River Locks – Adams Street
Segment 2: Adams Street – Railroad Trestle
Segment 3: Railroad Trestle – STH 33 Bridge
Segment 4: STH 33 Bridge – Fox River

The MUNICIPALITY has reviewed the Services provided under the CONTRACT for PROJECT ID 6996-05-06. These completed Services include the Conceptual Design Report, the Environmental Report and the PS&E, and resulted in construction of Segment 1. The MUNICIPALITY wants the CONSULTANT to incorporate some of the elements of the completed Services while making revisions to reflect updated preferences. The MUNICIPALITY wants the CONSULTANT to coordinate with the Wisconsin Department of Natural Resources (WDNR) who is developing a sediment cleanup program to allow for incorporation of remediation into the PROJECT. In particular, the MUNICIPALITY wants the CONSULTANT to review the typical section of the canal and the use of revetment walls, while providing a shared-use facility with adequate distance between the facility and the canal to minimize the use of railings and accommodate the sediment cleanup, where possible.

Segment 1: This CONTRACT includes design of a new shared use bridge over the Wisconsin River Lock. Construction of a shared use path and revetment walls, and modifications to the Wisconsin River Lock was previously completed.

Segment 2: This CONTRACT includes design of a new shared use path between Adams Street and the Railroad Trestle. The path will be designed to go underneath the railroad trestle. This CONTRACT also includes design of a new shared use bridge over the Portage Canal at Hamilton Street. Final Canal Plans shall be completed for this segment.

Segment 3 and 4: This contract includes updating and revising the Conceptual Design Report and the Environmental Report to reflect the updated preferences. Design efforts beyond those necessary to update these two documents are not included in this CONTRACT.

A. DESIGN REPORTS

(1) Pavement Report:

Section II.B.(3) of the STANDARD PROVISIONS is deleted and replaced with the following:

The CONSULTANT shall use a flexible pavement design for the pedestrian and bicycle facility and document the selected pavement structure in the Design Study Report.

(2) Transportation Management Plan

The CONSULTANT shall prepare the Transportation Management Plan (TMP). A Type 2 TMP as described in the MANUAL is expected.

(3) Encroachment Report:

The CONSULTANT shall prepare an Encroachment Report, as directed by the MUNICIPALITY. Three (3) copies of the Report shall be submitted to the DEPARTMENT for approval.

(4) Conceptual Design Report:

The CONSULTANT shall review the Conceptual Design Report dated April 2003 and provide an updated Report for Segments 2 through 4 in conjunction with the Conceptual Canal Plans for approval by the MUNICIPALITY. The Report shall include cost estimates.

B. ENVIRONMENTAL DOCUMENTATION

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall review the Environmental Report dated August 2004 and provide an Environmental Report for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

The CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any unresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

(1) Historical and Archaeological Surveys:

(a) The DEPARTMENT will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map, and identify the appropriate

tribes for the DEPARTMENT'S use. The CONSULTANT shall follow the procedures as set forth in the MANUAL to notify other interested parties of this PROJECT.

(b) The CONSULTANT shall follow the procedures set forth in the MANUAL for the Section 106 process, Identification, to locate historic buildings and structures and archaeological sites that could be affected by the PROJECT. If additional archaeological surveys are needed, this would be considered "Extra Services".

(c) The CONSULTANT shall prepare the Section 106 Review Form, identifying the Area of Potential Effect for the PROJECT, notifying the interested parties in the manner noted above. The CONSULTANT shall utilize the previously completed Memorandum of Agreement dated April 2004.

(d) The CONSULTANT shall follow the procedures set forth in the MANUAL for the Section 106 Process, Assess Effects, to determine the effect the PROJECT will have on the eligible properties.

(e) The CONSULTANT shall follow the procedures set forth in the MANUAL for the Section 106 Process, Consultation.

(f) The CONSULTANT shall prepare Canal Plans as defined in Section VI.H. for Segment 2 in accordance with the Section 106 Process, Implementation. Implementation efforts beyond the treatments approved by the MUNICIPALITY in the updated Conceptual Design Report shall be considered "Extra Services".

(2) Hazardous Materials/Contamination Assessments:

(a) The CONSULTANT shall review the Phase 1 Hazardous Materials Assessment dated April 2003 and the Phase 2 Site Exploration Reports for Sites 31, 35, 36 and 37 dated August 2003. The CONSULTANT shall review and provide a Letter Report with updated information, including a status report of the WDNR's sediment cleanup program, and recommendations for further action.

(b) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/Contamination Assessments services performed by the CONSULTANT under this CONTRACT.

(3) Wetland Investigations:

(a) The CONSULTANT shall identify wetland impacts in conjunction with the WDNR and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March 2002". The CONSULTANT shall utilize the previously completed wetland report.

(b) Wetland Mitigation Plans for the PROJECT shall be considered "Extra Services".

(4) Section 4(f) Evaluation:

The CONSULTANT shall describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended and shall report its findings to the MUNICIPALITY, DEPARTMENT and the FHWA.

(5) Section 6(f) Evaluation:

Section 6(f) Evaluation is not part of this CONTRACT and shall be considered "Extra Services" if later determined to be necessary.

C. AGENCY COORDINATION

(1) Section 404 Permits

The CONSULTANT shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary permit application. The CONSULTANT shall utilize the previous application.

(2) Recreational and Boating Facilities Program Permits

Section II.D.(2)(b) of the STANDARD PROVISIONS is amended as follows:

The CONSULTANT shall prepare the application on the behalf of the MUNICIPALITY for approval of the Canal Restoration and Renovation Plans from the WDNR. Language from first contract – ask WDNR if this is still applicable.

D. UTILITY INVOLVEMENTS

(1) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non-TRANS 220 projects.

(2) Section II.E.(4)(b) of the STANDARD PROVISIONS is deleted and replaced with the following:

The CONSULTANT shall prepare all necessary conveyance documents for the MUNICIPALITY. The MUNICIPALITY will enter into negotiations with the affected utility companies and will prepare all other documents.

E. PUBLIC INVOLVEMENT

(1) Public Involvement Meetings:

(a) The CONSULTANT shall conduct two (2) public involvement meetings to acquaint the public with the concepts and probable impacts of this PROJECT.

(b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public involvement meetings. The CONSULTANT shall make this information available for use by the Ad Hoc Committee to present information regarding the PROJECT at local events and gatherings.

(c) The CONSULTANT shall prepare a summary report after the public involvement meetings.

(d) The CONSULTANT shall consult with the MUNICIPALITY and DEPARTMENT after the public involvement meetings to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.

(e) The CONSULTANT shall make all the necessary arrangements for scheduling the public involvement meetings and provide notices and press releases for the MUNICIPALITY'S use. The CONSULTANT shall notify all adjacent and affected property owners.

(f) The CONSULTANT shall provide the MUNICIPALITY and DEPARTMENT with copies of all public involvement correspondence and file notes.

(g) The CONSULTANT shall coordinate meeting schedules with the DEPARTMENT and the MUNICIPALITY.

(2) Web Site and Cable Access Television Station:

The CONSULTANT shall provide PROJECT updates in a ready for use format to the MUNICIPALITY for their use on the local cable access television station and web site. It is anticipated that four (or semi/annual?) updates shall be provided during the length of the CONTRACT.

(3) Media Contacts:

The CONSULTANT shall forward all requests for media information to the MUNICIPALITY for processing. The CONSULTANT shall not discuss the PROJECT with media representatives without prior approval of the MUNICIPALITY.

(4) Individual Contacts:

The CONSULTANT shall conduct meetings with individual or small groups of property owners as requested by the MUNICIPALITY to discuss plan concepts. Up to five (5) individual contact meetings are included.

F. SURVEYS

(1) Section II.G.(3) of the STANDARD PROVISIONS is deleted and replaced with the following:

(2) Limits of survey will be from ...

(3) The surveys shall provide information necessary for the preparation of plats and acquisition of right of way and property.

(4) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.

(5) Storm Sewer:

(a) The MUNICIPALITY will provide the CONSULTANT with an existing structure map that includes horizontal location, and structure type information. The CONSULTANT acknowledges the information shown on the map may be inaccurate or incomplete.

(b) The CONSULTANT shall provide the MUNICIPALITY with an existing structure survey. This survey is to include information on invert elevations on all storm sewer pipe and structures that drain to the Canal. The survey will extend to the first storm manholes upgradient from each outfall to the Canal. The survey is also to include a visual inspection on the structural condition of the pipes and structures.

(c) The MUNICIPALITY will provide television reporting of the existing storm sewer system to the CONSULTANT, if needed for design purposes and at the discretion of the MUNICIPALITY.

G. SOILS AND SUBSURFACE INVESTIGATIONS

Sections II.H.(2) and (3) of the STANDARD PROVISIONS are deleted and replaced with the following:

(1) The CONSULTANT shall perform up to a total of _____ (___) borings to a planned depth of _____ (___) feet. The CONSULTANT shall perform limited laboratory testing on the soil samples retained to aid in determining the classification and engineering properties of the subsurface materials encountered. The CONSULTANT shall prepare an engineering report as outlined in the DEPARTMENT'S Geotechnical Bulletin No. 1.

(2) The CONSULTANT shall perform up to four (4) structure borings at a depth of _____ feet for investigation of subsurface conditions for foundations for the two (2) structures and a total of __ (___) structure borings at a depth of ___ feet for foundations for structural retaining walls in Segment 2.

Foundation borings shall be performed to yield sufficient detailed data to enable an engineering design of the structure and its foundation per DEPARTMENT standards in Section II.H(1) of the STANDARD PROVISIONS.

Foundation investigations shall be coordinated with the MUNICIPALITY and DEPARTMENT, with a minimum of three working days prior notice, to enable the MUNICIPALITY and DEPARTMENT to make provisions for on-site observations and to evaluate conditions during drilling.

When borings have reached the depth of ___ feet for the structure borings and a depth of ____ feet for the structural retaining walls without providing necessary data, the driller is authorized to continue drilling until depths reach 120 percent of the planned depths. When necessary data is obtained for any individual boring, prior to borings reaching the planned depth, the drilling for that individual boring shall be terminated.

When completion of drilling to 120 percent of the depth of any individual boring as set forth above is not sufficient to adequately assess subsurface conditions, or otherwise determine all the required foundation information, the CONSULTANT shall recommend revised boring depths or a revised boring program for verbal authorization by the MUNICIPALITY and DEPARTMENT. The extent of all subsurface foundation investigation performed shall be fully justified in the Soils Report for the PROJECT.

(3) All boreholes and monitoring wells shall be backfilled as per the April 20, 1992, guidelines titled "Wisconsin Department of Transportation Geotechnical Section - Drilled Borehole and Monitoring Well Abandonment Procedures."

(4) The word "roadway" in Section II.H. shall be replaced with words "pedestrian and bicycle facility".

H. ROAD PLANS

(1) The words "Road Plans" in Section II.I. shall be considered synonymous with the term "Canal Plans".

(2) It is anticipated that the PROJECT length will not exceed 4,000 feet for the Canal reconstruction work in Segment 2.

(3) It is anticipated that the PROJECT length will not exceed 200 feet (verify) for the connections to the bridge over the Wisconsin River Lock in Segment 1.

(4) It is anticipated that the PROJECT length will not exceed 200 feet (verify) for the connections to the bridge over the Canal at Hamilton Street in Segment 2.

(5) The CONSULTANT shall prepare Canal Plans for the PROJECT. Conceptual Canal Plans shall be prepared for Segments 2 through 4. Upon approval of the Environmental Report, Final Canal Plans shall be prepared for Segment 2.

(6) The CONSULTANT shall investigate alternatives for the Conceptual Canal Plans. Special consideration shall be given to cost-effective long term maintenance efforts, to the historical aspects of the canal, and to accommodations of all modes of transportation for maximum utilization of the facility. The CONSULTANT shall review past studies and proposals for canal restoration and incorporate as appropriate.

Key alternatives to investigate include, but are not limited to, ones that:

1) Provide for an adequate water supply to the canal;
2) Maintain historical integrity;
3) Coordinate with WDNR regarding their selection of a method to remove contaminated soils from the Canal, which is the responsibility of the WDNR;
4) Analyze canal width/bank stabilization options. The following alternatives shall be reviewed:
   i) Revetment walls similar to Segment 1; minimize length of railings, proposed canal width to be determined;
   ii) Retaining walls provided on both sides, with alternative wall design to be proposed; path to be constructed far enough from the walls such that railings are not necessary, canal width to be determined;
   iii) No walls provided; construct mowable slopes on both sides of the canal; path to be constructed such that railing is not necessary;
5) Provide lighting;

6) Provide landscaping and other amenities;
7) Provide small watercraft access at Adams Street, Wisconsin Street and STH 33;
8) Provide pedestrian and bicycle trail design adjacent to the canal with access connections; and allow for a segmented approach to the entire PROJECT;
9) Provide a passage of the path underneath the railroad structure.

The Conceptual Canal Plans are expected to consist of the following:

- Title Sheet
- Typical Sections
- Cross Sections at critical locations
- Plan and Profile Sheets on aerial mapping
- Preliminary Right of Way Plat
- Design Details

(7) The Plan and Profile sheets for the Final Canal Plans will be developed to a 1”=40’ scale on the reduced size sheets. Cross Sections for the Final Canal Plans will be at every 50 feet.

(8) The CONSULTANT shall prepare Traffic Control Plans for all impacted streets in Segment 2.

(9) Section II.I.(2) of the STANDARD PROVISIONS is amended to include the following plans:

(a) Canal Repair and Restoration Plans
(b) Pedestrian and Bicycle Facility Plans
(c) Storm Sewer Plans
(d) Sedimentation Reduction Plans
(e) Landscaping and Amenities Plans
(f) Lighting Plans
(g) Project Overview - Single Sheet Schematic Drawing

(10) If Authorized by Written Notice from the MUNICIPALITY, the CONSULTANT shall prepare Water Management Plans to provide for an adequate water supply for the canal.

(11) The CONSULTANT shall prepare Canal Repair and Restoration Plans for Segment 2.

(12) The CONSULTANT shall prepare Pedestrian and Bicycle Facility Plans for Segment 2. Consideration for access to adjacent public areas shall be given.

(13) The CONSULTANT shall prepare Storm Sewer Plans for facilities in conflict with the Canal Plans for Segment 2. This also includes accommodations for private drainage. The CONSULTANT shall

determine the design flow rates and outfall locations. Best management practices as identified in the Conceptual Design Report will be included. Stormwater calculations shall be prepared in accordance to the MANUAL.

(14) The MUNICIPALITY has special requirements for Storm Sewer. The CONSULTANT shall provide the MUNICIPALITY with a proposed structure inventory to include depth of structure, invert elevations of all pipes at the structure and a comment on the physical feasibility of construction of such a structure. All structures shall be called out to be cast in place, and precast structures shall not be allowed. All storm sewer pipes and structures including those to be removed or adjusted shall be given a pipe or structure number which shall be listed adjacent to the stationing in the miscellaneous quantities table. The structure or pipe number shall also be shown adjacent to the appropriate structure or pipe both in the plan and profile views.

(15) The CONSULTANT shall prepare Sediment Reduction Plans for Segment 2.

(16) The CONSULTANT shall prepare Landscaping and Amenities Plans for Segment 2. Special consideration shall be given to low maintenance items.

(17) The CONSULTANT shall prepare Lighting Plans for Segment 2. The Plans will indicate that the contractor will be responsible for the underground work and bases, while the MUNICIPALITY will be responsible for the remaining work.

(18) Section II.I. (5) of the STANDARD PROVISIONS is modified as follows:

Plans for Minor Retaining Walls as defined in the MANUAL and pipe type structures in this CONTRACT shall be considered as special construction details of the Road Plans and not as Structure Plans.

I. STRUCTURE PLANS

The Canal Plans shall include two (2) bridge crossings of the canal. One bridge structure shall connect Point Park and the Top O' Levee trail with an access point to Lock Street, and one bridge structure shall be provided in Segment 2. It is anticipated that these bridge structures will be pre-fabricated truss bridges with concrete abutments.

If Authorized by Written Notice from the MUNICIPALITY, the Canal Plans shall include structural retaining walls for Segment 2 for approximately 7,000 feet.

(1) In the design and development of the Structure Plans for each bridge structure and the structural retaining walls, the CONSULTANT shall develop a minimum of two (2) alternative structure types or other geometric configurations to enable selection of the design that provides

the best balance between practical construction considerations, right of way requirements, aesthetics, and cost considerations.

(2) For the structure located in Segment 1 the CONSULTANT shall evaluate an alternate substructure which uses the existing concrete levy walls as abutments for the proposed bridge structure.

(3) A Structure Survey Report which includes a discussion of structure sizing, shall be prepared for each bridge structure by the CONSULTANT in accordance with the procedures set forth in the MANUAL. A Separation Structure Survey Report shall be prepared for the structural retaining walls by the CONSULTANT in accordance with the procedures set forth in the MANUAL. The completed preliminary plans shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheets of the completed structure plans.

(4) Plans for Structures shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the PROJECT.

(5) Plans for Structures shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.

(6) When the plans for a structure have been completed the CONSULTANT shall furnish the DEPARTMENT with plans for review and examination. The CONSULTANT shall also provide plans to the MUNICIPALITY.

(7) The CONSULTANT shall submit for review and examination all specifications for items of work in the Structure Plans which are not covered by the STANDARD SPECIFICATIONS and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.

(8) Plans will be subject to review and examination by the MUNICIPALITY and the DEPARTMENT. Such review and examination may be made on the site of the PROJECT.

(9) Along with the plans for structures the CONSULTANT shall submit one copy or reproduction of the design computations for the DEPARTMENT'S review and permanent file.

(10) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as the MUNICIPALITY or DEPARTMENT may request.

J. PLATS

(1) The CONSULTANT shall prepare a Right of Way Plat as defined in the MANUAL. The Right of Way Plat shall be prepared on 11-inch by 17-inch reproducible sheets. The CONSULTANT shall include the Right of Way Plat information on the Plan & Profile Sheets.

(2) Title searches shall be made of the titles to all properties or premises through or over which a Right of Way for the PROJECT is to be acquired. The Title Search shall extend over and cover a minimum period of sixty (60) years or to the last conveyance of record if more than sixty (60) years, and shall include a certificate to the MUNICIPALITY of all entries of record affecting the titles of the said properties or premises during such period. A copy of the last deed of record shall be included as part of the title report. All easements of record on purchased property shall be identified. All liens, mortgages, and tax records shall be identified. City to provide number (__) title searches are included in this CONTRACT.

(3) The CONSULTANT shall prepare Right of Way Descriptions for all individual parcels of land to be acquired as Right of Way for the PROJECT. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. The CONSULTANT shall prepare the descriptions on conveyance documents.

(4) The CONSULTANT shall prepare the Relocation Order for the MUNICIPALITY'S use.

(5) The CONSULTANT shall submit the Right of Way Plat and Descriptions and the Relocation Order to the DEPARTMENT for review and examination prior to acceptance by the MUNICIPALITY.

(6) The CONSULTANT shall field locate and temporarily mark the new right of way boundaries in a manner which will facilitate the appraisal of all affected parcels.

(7) The CONSULTANT shall monument the new and existing right of way boundaries in accordance with the procedures outlined in the MANUAL.

K. MEETINGS

(1) The CONSULTANT shall hold an Operational Planning meeting to discuss the organization and processing of the services under this CONTRACT.

(2) Progress meetings shall be held periodically with the Portage Canal Ad Hoc Committee. Approximately __ (__) meetings are anticipated. The CONSULTANT shall involve the DEPARTMENT in the meetings.

(3) Meetings to discuss PROJECT concepts shall be held with the Portage Common Council. Approximately _____ (__) meetings are anticipated. The CONSULTANT shall involve the DEPARTMENT in the meetings.

(4) A Final Plan Review Meeting with the MUNICIPALITY and DEPARTMENT shall be held prior to the P.S.&E. submittal date.

(5) The CONSULTANT shall coordinate all meeting schedules with the MUNICIPALITY and the DEPARTMENT.

L. PLANS, SPECIFICATIONS & ESTIMATES (P.S.&E.)

(1) Section II. K.(2) of the STANDARD PROVISIONS is amended as follows:

The CONSULTANT shall submit the Plan Letter, Sample Proposal with the Highway Work Proposal and Special Provisions, Recommendation to Governor for Contract and Bond Approval Form, Utility Status Report, Certificate of Right of Way, Contract Time for Completion, News Release, Notes to Construction, and the Wetland Impact Tracking Form portion of the P.S.&E. electronically as specified in the MANUAL.

(2) The CONSULTANT shall include the Right of Way plat in the plan submittal. The Right of Way plat may be either the original signed plat or a reproducible copy.

M. SERVICES PROVIDED BY THE MUNICIPALITY OR DEPARTMENT

The MUNICIPALITY or DEPARTMENT will provide to the CONSULTANT the following for the PROJECT:

1. Traffic projections
2. As-built plans, as may be available
3. Storm sewer map
4. Reports supplied with the Notice of Interest
5. Plans and other reports and documents from the first phase of design services as may be available

N. PROSECUTION AND PROGRESS

(1) The CONSULTANT proposes to sublet these services to:

(a) Subsurface Investigations to_____.

(b) Title Searches to_____.

(c) Historical Investigations to _____.

(2) Services under this CONTRACT shall be completed by _____. This assumes that the P.S.&E. will be submitted to the DEPARTMENT'S Central Office by August 1, 2016 for a Bid Letting on December 13, 2016.

(3) The following items shall be completed and submitted to the DEPARTMENT by the indicated dates, if CONSULTANT has received the Notice to Proceed by _____.

	DATE
Conceptual Canal Plans and Report	
Section 106 Form	
Environmental Document	
60% Canal Plans	
Design Study Report	
Right of Way Plat & Descriptions	
Final Structure Plans to Bureau of Structures	June 1, 2016
Final P.S.&E. to Management Consultant	June 1, 2016

(4) Section III.A.(6) is amended as follows: The CONTRACT shall also be considered to be in full force and effect for the purposes of participation in the pre-construction conference as scheduled by the DEPARTMENT.

O. BASIS OF PAYMENT

(1) The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

(a) For Canal Plans, Structure Plans, and Right of Way Plats and Descriptions performed by CONSULTANT, a lump sum [or actual cost] of $_____.

(b) If Authorized by Written Notice from the MUNICIPALITY, for Water Management Plans performed by CONSULTANT, a lump sum [or actual cost] of $_____.

(c) If Authorized by Written Notice from the MUNICIPALITY, for Retaining Wall Plans performed by CONSULTANT, a lump sum [or actual cost] of $_____.

(d) For Subsurface Investigations sublet to _____, the CONSULTANT'S actual cost not to exceed $_____, based on the subconsultant's estimated cost proposal.

(e) For Title Searches sublet to _____, the CONSULTANT'S actual cost not to exceed $_____, based on the subconsultant's estimated cost proposal.

(f) For Historical Investigations sublet to _____, the CONSULTANT'S actual cost not to exceed $_____, based on the subconsultant's estimated cost proposal.

(g) For the CONSULTANT'S total costs, not to exceed $_____.

P. ACCESS TO RECORDS

Section V.E. of the STANDARD PROVISIONS is amended to include the following: The CONSULTANT'S record of the services provided under this CONTRACT will be available for inspection and copying at: _____.