

Salisbury Pathways Committee

Thirty Second Meeting

Date and Time: Tuesday, February 13, at 5:30 p.m.

Location: Salisbury Town Hall, Downstairs Meeting Room, first floor.

Present: Chris Williams, Natalia Smirnova, Pat Hackett, Kathy Trahan, Gerald Stanton.

Minutes:

1. Approval of the minutes of November 6, 2017.

Minutes approved unanimously.

2. OPM projection on STF (Special Transportation Fund) – Chris

Chris showed the STF document which shows that CT Community Connectivity Program is suspended or deferred.

3. Update on the submitted Connectivity grant application -- Natalia

Natalia read the statement from the DOT web site that says that CT Community Connectivity Program grant is deferred. The state is hoping to find out by June what happens with the grant funds. So we just have to wait and check the web site frequently.

4. Email from First Selectman – Chris

Email from the First Selectman from January 12, 2018 (attached) suggests new initiatives that Pathways Committee can take on in 2018.

The Committee discussed proposals outlined in the e-mail. The Committee supports the crosswalk at Rt.44 to allow Noble Horizons residents to walk towards the Town Center (proposal #4 in the e-mail). All other proposals do not fit the list of priorities of the Committee developed at the second meeting of Salisbury Pathways Committee on September 15, 2014. (See minutes of September 15, 2014, page 3).

5. Discussion of the progress of the dust-path revitalization from the Library to Salmon Kill – Pat/Chris

Chris showed the Agreement between Lenard Engineering and Town of Salisbury outlining the work to be done for the revitalization of the pathways from Factory Street to Salmon Kill Road. (Agreement is attached).

Committee discussed and agreed to spend up to **\$6,000** for the Lenard Engineering work outlined in the Agreement including the T-2 survey.

6. Approval of the committee meeting dates for 2018 – Natalia

Committee approved the dates to meet in 2018 every month on the second Monday at 5:30 p.m.

List of dates is attached.

7. New business.

Pat Hackett told us that the new infrastructure proposal of President Trump calls for multi-modal transportation initiative. If the federal government approves the funds, those funds can be suitable for our walkability initiatives. Pat will follow-up and keep an eye on the disbursement of federal funds to the State of Connecticut.

8. Citizens comments.

No comments were made.

Pathways Committee – 2018 schedule of meetings

Second Monday of every month (unless otherwise stated)

5:30 p.m. in Salisbury Town Hall

February 13 – Tuesday due to President's Day

March 12

April 9

May 14

June 11

July 9

August -- skip

September 10

October 15 – third Monday due to Columbus Day

November 13 – Tuesday due to Veteran's Day

December 10

Welcome to Connecticut's Community Connectivity Program



Sponsored by the Connecticut Department of Transportation

New

Notice: Community Connectivity Grant Program Update 12/14/17

The recently passed state budget has greatly impacted CTDOT's capital and operating budgets. Given the large reductions in funding, we are reassessing all operating and capital programs to determine what programs are critical to core functions like highway snow removal, and which programs and projects can be reduced and/or deferred.

The Community Connectivity is one of the programs being considered for deferral. As a result, we will not make project awards in the next few months. We are hopeful that some legislative action can be taken in the upcoming session to provide additional revenues to the State Transportation Fund. By June we should

know what if any actions the Legislature will take to correct the funding problem, and will be able to provide you more direction on the status of your projects and the program.

Thank you for your patience and interest in the Community Connectivity Grant Program. We are hopeful that we can still advance this program that is so important to so many communities.

Prior Announcements

Community Connectivity Grant Program Update 11/3/17

The Department has completed the review of the Community Connectivity grant applications. Because this program is contingent on a state budget and allocation of funding by the State Bond Commission, we must wait to announce the results. While a state budget has recently passed, at the time of this posting, we have not fully examined how it will affect the DOT budget. We also do not know when the next Bond Commission might be scheduled. Please continue to check back on this website for any updates.

Thank you for your patience and interest in the Community Connectivity Grant Program and we look forward to helping improve conditions for walking and bicycling within our communities.

Connecticut Department of Transportation (CTDOT) announces the availability of the Community Connectivity Grant Program (CCGP)

The Community Connectivity Program is intended to improve conditions for walking and bicycling to and within Connecticut's community centers. Community Centers are defined as places where people from a particular municipality can meet for social, educational, employment or recreational activities. This program is one of the outputs from Governor Dannel Malloy's Let'sGoCT! Transportation initiative which addresses short-term and long-term transportation needs across the State.

Under Let'sGoCT!, the **Community Connectivity Grant Program (CCGP)** has been developed to provide construction funding for local initiatives that will contribute to reaching the overall goal of the broader Community Connectivity Program. Projects funded through the CCGP will allow municipalities to perform smaller scale capital improvements. The Department will administer the CCGP and will solicit

applications for grants from municipalities. Grants will be awarded on a competitive basis and will range between \$75,000 and \$400,000.

The application deadline for the CCGP is **4:00 p.m. on Tuesday, August 1, 2017.**

Each Municipality will be allowed to submit **one** application.

Guidelines for the program and an electronic application can be found by clicking on the tab above "CCGP" or [here](#). The Guidelines provide an overview of the CCGP and all the necessary details to complete an application for grant funding. Please note that this is a competitive process.

The CCGP is the second phase of the broader Community Connectivity Program. The first phase offered Connecticut's municipalities' assistance to conduct Road Safety Audits (RSA's) to examine safety issues and counter-measures to help improve safety and reduce crashes at important bike and pedestrian corridors and intersections. The RSA's began in the spring of 2016, and a total of 80 RSA's were completed over a period of twelve months. These reports can be accessed by clicking on the above tab "RSA Reports." It is important to note that having a completed RSA is not a prerequisite to receive CCGP funding.

All general inquiries regarding the Community Connectivity Grant Program shall be directed to Colleen A. Kissane, Transportation Assistant Planning Director, Bureau of Policy and Planning, at (860) 594-2132, CTDOT.CCGP@ct.gov

From: Curtis Rand <crand@salisburyct.us>

Date: January 12, 2018 at 10:27:54 AM EST

To: Chris Williams <bandit2spot1@yahoo.com>, Natalia Smirnova
<Natalia.Smirnova@aier.org>, "P. E. Patrick R. Hackett" <prh@prhackett.com>,
Kathryn Trahan <ktbox495@yahoo.com>

Subject: Pathways

Hi All, I don't think I have everyone's Pathways email so please forward as necessary. Here is a little update from my perspective, not all good news but generally moving along:

- 1) Yesterday we heard personally from DOT Commissioner Redeker about all of the programs that he has been forced to cut or eliminate - unfortunately the connectivity program has no funds at this time and no applications will be approved. In time, when the state budget and DOT budgets recover (hopefully) he would like to grant several applications, but that may be a long time.
- 2) We have been asked by St John's Church and the Marketplace of Salisbury (MPS) to help with a plan to improve parking, access, pedestrian safety, etc. in the vicinity of LaBonnes (Labonnes is the tenant of the MPS).
- 3) We are re-looking at the earlier P&Z plan (see attached) and have solicited RFQs from Connecticut planners. The choice is probably AKRF group, and we are looking for concept plans, not final engineering. Costs will be borne by MPS, the Town, and other stakeholders in that area. I have also attached a copy of the AKRF rfq. AllenCockerline is the P&Z member who is helping with this.
- 4) I wonder if pathways might shift your efforts to work on the Salmon Kill crossing, the Bike path, and perhaps the connection of Lion's Head/Noble Horizons to the bike path and Salisbury village. Would it be nice to have a crosswalk at Rt 44 and the upper bike path for Noble residents to safely cross Rt 44 and go into town on the bike path?
- 5) The Town has now purchased the Pope property and a committee has formed to look at long-term uses for that property - one issue will surely be a pathways connection to both villages.

That's enough for now, best wishes for a fine 2018.

This Agreement is made by and between:

Lenard Engineering Inc.
(Hereinafter referred to as LEI)
140 Willow Street – Suite #8
Winsted, CT 06098
Telephone: 860-379-6669
Facsimile: 860-738-1272

and

Town of Salisbury
(Hereinafter referred to as the Town)
P.O. Box 548
Salisbury, CT 06068
Telephone: 860-435-5170
Facsimile: 860-435-5172

Article 1 - Project:

The project involves design of a new bituminous-concrete sidewalk on Main Street (U.S. Route 44) from Factory Street to Salmon Kill Road in Salisbury, CT. The Town intends to construct the sidewalk with in-house forces, possibly with the assistance of one or more on-call contractors. LEI understands that the sidewalk will be constructed at grade, within the Route 44 right-of-way, and in a manner that avoids the need for utility relocation.

Article 2 - Scope of Services:

LEI shall furnish the following professional services:

A. **Basic Engineering Services**

1. Meet with Permit Inspectors from ConnDOT District 4 to review the project scope and to receive instructions regarding Encroachment Permit requirements (e.g. insurance, bonding, traffic control).
2. Develop a base map for the project using a survey supplied by Town. Supplement the survey where necessary with aerial orthoimagery available in the public domain.
3. Develop construction drawings for the project for use by the Town road crew and/or on-call contractors hired by the Town. The plan set will include:
 - a) Site plan showing alignment, grading, location of erosion controls, location of pedestrian crosswalks, and location of permanent signs required by ConnDOT
 - b) Construction details for the sidewalk, including ADA-compliant curb cuts.
 - c) Soil erosion and sediment control narrative and details
 - d) ConnDOT standard drawings for painted legends, permanent signs, and construction signs
4. Develop short-form technical specifications for the project.
5. Review the project plans with Town and ConnDOT District 4. Address review comments as required.
6. Furnish Town with five sets of plans. LEI will also furnish Town with electronic files of all construction documents in PDF.

B. **Outside Services**

As of the offer date of this agreement, LEI does not anticipate the need to retain the services of outside consultants, contractors, or vendors to complete the services of this Agreement.

Article 3 – Compensation and Payment Terms:

LEI shall furnish the services described in Article 2 on a time-and-materials basis. To initiate the work, Client shall forward one copy of the executed agreement. Thereafter, LEI will invoice Client according to the terms outlined in the attached document entitled Standard Conditions of Engagement. LEI estimates the fee for services listed in Article 2 at **\$6,500**.

Article 4 - Additional Services:

The need for additional services may arise during the life of this Agreement. If so, LEI and Client shall modify the agreement to include additional services through a change-order procedure, as further described in the attached document entitled Standard Conditions of Engagement. The following list itemizes potential additional engineering services:

1. Long-form (three-part) technical specifications
2. Cost estimates
3. Design of drainage improvements
4. Design or coordination of utility relocations
5. Acquisition of land-use permits
6. Bidding or construction services

Article 5 - Client's Responsibilities:

Client shall be responsible for the following items:

1. Furnish LEI with a Class T-2 topographic survey of the project area as prepared by a Connecticut-licensed land surveyor. The survey shall accurately depict the location of the southerly highway line for U.S. Route 44.
2. Furnish LEI with sight-distance measurements at proposed crosswalks. The measurements shall be taken by a Connecticut-licensed land surveyor.
3. Procure contractors to assist the Town road crew during construction (as needed).
4. Apply for and obtain land-use permits, including the ConnDOT Encroachment Permit.
5. Provide inspection services (as needed)

Article 6 - Schedule:

LEI will begin work immediately upon receipt of Client's authorization to proceed as defined in Article 9 below. LEI expects to complete the services described in Article 2 within four weeks after receipt of survey from Client.

Article 7 - Attachments to Agreement

The following attached documents are hereby incorporated into this agreement by reference:

- A. Standard Conditions of Engagement (consisting of 2 pages)
- B. 2018 Hourly Billing Rates (consisting of one page)
- C. 2018 Reimbursable Expense Schedule (consisting of one page)

Article 8 – Total Agreement

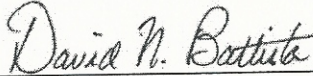
This agreement form (consisting of pages 1 to 3), together with the attachments listed in Article 7 constitutes the entire agreement between Client and LEI and supercedes all prior written or oral understandings. Client and LEI may modify this agreement through a change-order procedure, as further described in the attached document entitled Standard Conditions of Engagement.

Article 9 - Authorization

The transmittal of one signed copy of this agreement by Client to LEI constitutes acceptance of this agreement and shall be construed as written authorization for LEI to proceed with the scope of services stipulated above.

Agreement Proposed By:
Lenard Engineering Inc.

Agreement Accepted By:
Town of Salisbury



Jan. 30, 2018

David N. Battista, P.E.
Principal Engineer

Offer Date

Authorized Signature

Date

Standard Conditions of Engagement Lenard Engineering, Inc.

1. Agreement: The proposal or agreement form duly executed by LEI and the Client, along with any documents appended by reference, including this Standard Conditions of Engagement constitutes the entire agreement between LEI and the Client and supersedes any written or oral representations made by either party prior to execution of this agreement.

2. Acceptance Period: This Client shall have 30 days after the offering date listed on the professional services agreement to accept the proposal, after which time the proposal terminates at the sole option of LEI. If the Client returns the executed agreement to LEI after the 30-day acceptance period expires, LEI may elect to accept the executed agreement or re-issue the agreement with revised terms and conditions.

3. Governing Law: This agreement is governed by the law of the State of Connecticut.

4. Compensation Format: The Client agrees to compensate LEI for services rendered according to the compensation format(s) stipulated in the agreement. The following paragraphs define the various compensation formats and the methods by which LEI will compute invoice amounts:

4.A) Fixed Fee: LEI shall render services for the fixed fee stipulated in the agreement. The fixed fee shall include the cost of all *Basic Services* (in-house labor), *Outside Services* (services provided by outside individuals or firms), *Reimbursable Expenses* (mileage, printing, and other consumable expenses), services charges, and taxes (if any). At the conclusion of each billing period, LEI will compute the invoice value by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements.

4.B) Fixed Fee Plus Outside Services and Expenses: LEI shall furnish *Basic Services* for the fixed fee stipulated in the Agreement. In addition to the fixed fee for *Basic Services*, LEI shall furnish *Outside Services* at LEI's cost plus a 10% service charge and invoice the Client for *Reimbursable Expenses* according to the attached document entitled "Reimbursable Expense Schedule" and made a part hereof. At the conclusion of each billing period, LEI will calculate the value of *Basic Services* by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements. To this value, LEI will add the value of *Outside Services* and *Reimbursable Expenses* incurred during the billing period.

4.C) Time and Materials: LEI shall furnish services on a time-and-materials basis, with no limiting amount. LEI will compute time charges for *Basic Services* by multiplying the number of hours expended on the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.

4.D) Time-Charge-Maximum: LEI shall furnish services on a time-and-materials basis. LEI will compute time charges for *Basic Services* by multiplying the actual number of hours charged to the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to time charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). The total value of LEI time charges for in-house labor shall not exceed the maximum limiting amount stipulated in the Agreement. At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.

5. Payment Terms:

5.A) Retainer: If the Agreement requires a retainer, the Client shall forward the retainer to LEI along with an executed copy of the Agreement. LEI will apply the retainer toward the Client's final invoice. If the retainer exceeds the final invoice value, LEI shall refund the difference to the Client within 30 days from the date of final invoice. If the final invoice exceeds the retainer, the Client shall, within 30 days from the date of final invoice remit the amount due.

5.B) Invoice Frequency and Review: LEI will submit invoices monthly, unless the Agreement specifies a different frequency, including specific milestones. The Client shall review LEI invoices within seven (7) business days. If the Client disputes any invoice or charge the Client shall identify in writing within fourteen (14) days from its receipt of the invoice the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.

5.C) Interest on Overdue Balances: Invoices are due and payable in full thirty (30) days after the date on the invoice. LEI will add an interest charge of 1½ % (or the maximum rate allowed by law, whichever is less) of the invoice amount automatically to each invoice if payment is not received on the thirty-first day. Thereafter, LEI will add interest on the cumulative outstanding balance at a rate of 1½ % per month (or the maximum rate allowed by law, whichever is less).

5.D) Collection Costs: For outstanding balances beyond 60 days past-due, LEI may employ a collection agency to enforce payment terms of this agreement and may recover the amount owed along with reasonable attorneys' fees and other reasonable costs and expenses incurred in collection. LEI's collection agency shall be entitled to collect from the Client any settlement sum due plus the value of the collection agency's charges.

5.E) Attorney's Fees and Other Charges: For outstanding balances beyond 60 day past-due, LEI reserves the right to take legal action to enforce the payment terms of this agreement. In the event of such legal action, LEI shall be entitled to collect from the Client any judgment or settlement sum due, plus reasonable attorney's fees, court costs, and the reasonable value of LEI's time and expenses relating to such collection action, computed according to LEI's prevailing hourly billing schedule and expense policies.

5.F) Application of Payments: LEI reserves the right to apply payments to accrued interest first, and then to any unpaid principal. LEI will apply payments to unpaid principal in the order in which invoices are issued, starting with the oldest outstanding invoice.

6. LEI's Performance: LEI will endeavor to complete the services rendered under this agreement within the estimated schedule or period of service discussed in the agreement. The Client understands that LEI may be obstructed from timely performing this agreement by factors or causes beyond LEI's reasonable control. Such factors or causes include, but are not limited to, acts of God, war, riots, fire, floods, inclement weather, delays created within or by approving agencies, acts of civil or military authority (including governmental laws, orders, priorities or regulations), acts of the Client, acts of the Client's contractors and agents, or inability, despite reasonable efforts, to obtain access to the project site and facilities. If delays arise through no fault of LEI, the Client agrees that LEI's estimated schedule or period of service will be extended by a period of time equal to that of the delay. The Client also agrees to compensate LEI for reasonable costs incurred by LEI in contending with such delays.

7. Right of Entry: The Client shall provide access to the property owned by the Client and/or others so that LEI and its authorized agents may fulfill the scope of services of this agreement. Although LEI will exercise reasonable care in performing its services, the Client understands that the use of testing equipment or other tools and procedures may unavoidably cause some impact to the site, the correction of which is not part of this agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subconsultants (collectively, LEI) against any damages, liabilities, or costs arising or allegedly arising from procedures associated with testing, surveys, and site investigations connected in any way with LEI's fulfillment of the scope of services of this agreement. LEI shall be liable only for damages resulting solely from LEI's negligent acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this Standard Conditions of Engagement.

8. Underground Improvements: LEI and/or its subconsultants will conduct research that, in its professional opinion, is necessary, and will prepare a plan indicating the locations for subsurface penetrations with respect to the assumed locations of existing underground improvements. Such services by LEI and its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The Client recognizes, however, that such research may not identify all underground improvements and that the information upon which LEI reasonably relies may contain errors or may be incomplete. Therefore, the Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against LEI, and anyone for whom LEI may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by LEI that are based on properly filed and available records of said underground improvements.

9. Ownership and Reuse of Documents: All reports, drawings, specifications, computer files, field data, notes, laboratory test data, calculations, and other instruments prepared by LEI as instruments of service shall remain the property of LEI. LEI shall retain all common law, statutory, and other reserved rights, including the copyright thereto. The Client may make and retain copies of LEI's instruments of service for its own information and reference in connection with the use and occupancy of the project site by the Client and others; however, such documents are not intended or represented by LEI to be suitable for re-use by the Client or others on extensions of the project or on any other project. Any re-use of documents prepared for the Client by LEI will be at the re-user's sole risk, without liability or legal exposure to LEI. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subconsultants (collectively, LEI) against any damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from or in any way connected with the unauthorized re-use or modification of LEI documents by the Client or any person or entity that acquires or obtains LEI documents from or through the Client without written authorization of LEI. The Client agrees that all LEI instruments of service which are not paid for in full will be returned upon demand by LEI and will not be used for any purpose whatsoever. Unless specifically stipulated in the agreement, LEI will not provide the Client with any instruments of service on electronic media. If LEI and the Client subsequently agree to such transfer of electronic data, the Client agrees to compensate LEI for costs incurred in preparing electronic documents. LEI reserves the right to impose terms and conditions for such transfer of electronic data in addition to those already stipulated in this Standard Conditions of Engagement.

10. Standard of Care: By accepting this agreement for professional services, the Client acknowledges that LEI's services often require decisions that are based upon professional judgment. In performing professional services, LEI will use that degree of care and skill ordinarily exercised under similar circumstances, at the

Revised 1-1-06

same time, and in the same locale by members of the profession. The standard of care shall be exclusively judged as of the time the services are rendered and not according to later standards. The Client agrees that LEI will render the services provided without any other warranty, expressed or implied.

11. Insurances: LEI maintains general liability, automobile liability, worker's compensation / employer's liability, and professional liability insurance coverage. LEI will furnish certification upon written request. The Client agrees that LEI will not be liable or responsible to the Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

12. Professional Liability Risk Allocation: The Client and LEI have discussed their risks, rewards, and benefits under this agreement and LEI's total fee for services. The parties to this Agreement have allocated the risks such that, to the fullest extent permitted by law, LEI's total liability for any and all injuries, claims, expenses, damages, or claim expenses arising out of this agreement from any causes related to professional services shall not exceed the total amount of \$ 50,000 or LEI's fee, whichever is greater. Such causes include, but are not limited to LEI's negligent errors and omissions.

13. Consequential Damages: Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by the law, neither the Client nor LEI, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and LEI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

14. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the Client understands that LEI has no control over the cost or availability of labor, equipment, or materials, or over market conditions, or contractors' methods of pricing, and that LEI's opinions of probable construction cost are made on the basis of LEI's professional judgment and experience. LEI makes no warranty, expressed or implied, that the bids or negotiated cost of the work will not vary from LEI's opinion of probable construction cost.

15. Services Related to Permits and Approvals: The Client understands that the granting of project-related permits and approvals by regulatory agencies often involves discretionary and subjective judgments and that LEI has no control over such judgments. Consequently, LEI cannot assure the Client that regulatory agencies will approve permit applications prepared by LEI on the Client's behalf, or that any conditions-of-approval imposed by regulatory agencies will be acceptable to the Client. Hence, the Client agrees to waive any claim against LEI for relative damages, direct or indirect, which may result from an unfavorable decision or denial of approvals or permit applications by regulatory agencies. LEI shall be liable only for damages resulting solely from LEI's negligence acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this Standard Conditions of Engagement.

16. Public Responsibility: The Client agrees to notify each appropriate federal, state, county, and local public agency, as they each may require, of the existence of any condition at the Site that may present a potential danger to public health, safety, or the environment. LEI shall have no liability or responsibility to the Client or to any other person for reports or disclosures made in accordance with such statutory or other lawful requirements. The Client shall defend, indemnify, and hold LEI harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorney's fees and defense costs, incurred by LEI and arising directly or indirectly out of LEI's reporting such information under a bona fide belief, or upon advice of counsel, that such reporting or failure to report or disclosure is required by law.

17. Modification of Agreement: The Client and LEI may modify this Agreement at any time by duly executed written change order. All change orders shall include detailed descriptions, where applicable, of adjustments to:

- 17.A) The agreement's scope of services
- 17.B) The magnitude or format of compensation
- 17.C) The magnitude and/or timing of progress payments
- 17.D) LEI's schedule or period of service

18. Suspension of Work: If the Client suspends the project or LEI's services for more than 30 calendar days, consecutive or in the aggregate, over the term of this agreement, the Client shall pay LEI for all services performed and reimbursable expenses incurred prior to LEI's receipt of the written suspension notice. In addition, upon resumption of services, the Client shall pay LEI for expenses incurred as a result of the suspension and resumption, and LEI's schedule of fees for the remainder of the project shall be equitably adjusted. If the Client is in breach of the payment terms or otherwise in material breach of this agreement, LEI may suspend performance of services upon provision of seven days' written notice to the Client. LEI shall have no liability to the Client, and the Client agrees to make no claim for any delay or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, LEI shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension. In the event that the Client has paid a retainer to LEI, LEI shall be entitled to apply the retainer to cover any sums due from the Client up to the date of suspension.

Prior to resuming services after such suspension, the Client shall remit to LEI sufficient funds to replenish the retainer to its full prior amount.

19. Termination of Agreement: Either party may terminate this agreement for cause upon giving the other party at least seven calendar days' written notice. In the event of termination of this agreement by either party, the Client shall pay LEI for all services rendered and all reimbursable expenses incurred by LEI up to the date of termination, in accordance with the payment terms of this agreement. The Client may terminate this agreement for the Client's convenience and without cause, upon giving LEI seven (7) calendar days' written notice. The following causes may give rise to termination:

- 19.A) Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party
- 19.B) Assignment of this agreement or transfer of the project to any other entity without prior written consent of the other party
- 19.C) Suspension of the project or LEI's services for more than 90 calendar days, consecutive or in the aggregate
- 19.D) Material changes in the conditions under which this agreement was entered into, the scope of services, or the nature of the project, and the failure of the parties to reach agreement in the compensation and schedule adjustments necessitated by such changes

In the event of termination that is not the fault of LEI, the Client shall pay LEI, in addition to payment for services rendered and reimbursable expenses incurred, for all expenses reasonably incurred by LEI in connection with the orderly termination of this agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from termination.

20. Shop Drawing Review: If required by the Agreement, LEI shall review and approve or take other appropriate action on the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. LEI's review shall be conducted with reasonable promptness while allowing sufficient time in LEI's judgment to permit adequate review. Review of a specific item shall not indicate that LEI has reviewed the entire assembly of which the item is a component. LEI shall not be responsible for any deviations from the Construction Documents not brought to the attention of LEI in writing by the Contractor. LEI shall not be required to review partial submissions or those for which submission of correlated items have not been received.

21. Assignment: Neither party to this agreement shall transfer, sublet, or assign any rights under this agreement (including, but not limited to, monies that are or may be due) without prior written consent of the other party. The subcontracting of services by LEI to other parties (subconsultants) shall not be considered an assignment for purposes of this agreement.

22. Hazardous Materials: Both parties acknowledge that LEI's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event LEI or any other party encounters any hazardous or toxic materials, or should it become known to LEI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of LEI's services, LEI may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, partners, employees and consultants (collectively, LEI) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of LEI.

23. Dispute Resolution: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and LEI agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to the American Arbitration Association or any other alternate dispute resolution provider agreed upon by the parties. Costs of arbitration, including reasonable attorneys' fees and interest on sums determined to be improperly withheld, shall be borne by the losing party. Judgment may be entered on any arbitration award in any court of competent jurisdiction or withheld and set-off from any payment due hereunder or any other agreement entered in connection with this agreement.

Revised 1-1-06

LEI Hourly Rates for Northwest Hills Council of Governments and Member Towns

Classification	LEI Rates for this Assignment
Principal Engineer	\$157.00
Project Manager/Engineer	\$142.00
Senior Project Engineer	\$118.00
Project Engineer	\$102.00
Licensed Land Surveyor	\$102.00
Civil Engineer	\$92.00
Principal Hydrogeologist	\$157.00
Senior Environmental Scientist	\$108.00
Project Manager/Hydrogeologist	\$100.00
Project Geologist	\$90.00
Hydrogeologist	\$92.00
Field Technician I	\$72.00
Senior Technician	\$97.00
Field Technician	\$90.00
Senior Administrative Assistant	\$60.00
Administrative Assistant	\$55.00



Reimbursable Expense Schedule

<i>Expense Item</i>	<i>2018 Charge</i>
Personal vehicle mileage charges (portal-to-portal)	\$ 0.545 per mile
Company light commercial vehicle mileage charges (portal-to-portal)	\$ 0.75 per mile
Company commercial vehicle mileage charges (portal-to-portal)	\$ 1.25 per mile
In-house copies: 8.5" x 11"	\$ 0.15 per sheet
Blackline prints	\$ 2.50 per sheet
Plotting and printing charges (outside vendors)	LEI's cost plus 10%
Express or Certified Postage charges	LEI's cost plus 10%
Film, photography development charges	LEI's cost plus 10%
Incidental field supplies (flagging, spray paint, etc.)	LEI's cost plus 10%
Other project-related reimbursable expenses	LEI's cost plus 10%

Salisbury Pathways Committee

Thirty Third Meeting

Date and Time: Monday, March 12, at 5:30 p.m.

Location: Salisbury Town Hall, Upstairs Meeting Room, second floor.

Present: Chris Williams, Natalia Smirnova, Pat Hackett, Kathy Trahan, Gerald Stanton.

Minutes:

Call to order -- 5:34 p.m.

1. Approval of the minutes of February 13, 2017.

Minutes approved unanimously.

2. Discussion of the progress of the dust-path revitalization from the Library to Salmon Kill.

Chris Williams told the Committee that Curtis Rand should have signed the Agreement between Lenard Engineering and Town of Salisbury for \$6,000 for the work to be done for the revitalization of the pathways from Factory Street to Salmon Kill Road approved by this Committee on 02/13/2017.

3. New business.

- The Committee discussed the work that is done by Hotchkiss students under the direction of Hotchkiss faculty, Adam Lang, which was presented to the Economic Development Committee some time ago. The Pathways Committee would like to invite Mr. Lang to our next meeting to see what synergies could be found between the Committee's goals and educational goals of Mr. Lang's class.

Chris Williams is to contact Mr. Lang to arrange such a visit.

- Next meeting – April 9, 2018. Will discuss if the Committee should meet less frequently than once-a-month.

4. Citizens comments.

No citizens were present.

Meeting adjourned at 5:49 p.m.

Minutes respectfully submitted by Natalia V. Smirnova, Secretary, on March 13, 2018.

Salisbury Pathways Committee

Thirty Fourth Meeting

Date and Time: Monday, May 14, 2018, at 5:30 p.m.

Location: Salisbury Town Hall, Downstairs Meeting Room, first floor.

Present: Chris Williams, Natalia Smirnova, Pat Hackett, Kathy Trahan, Gerald Stanton.

Minutes:

Call to order -- 5:30 p.m.

1. Approval of the minutes of March 12, 2018.

Minutes approved unanimously.

2. Update on the progress of the dust-path revitalization from the Library to Salmon Kill – Chris

The status of the project is as follows. Matt Kieffer, Town's Surveyor, is expected to conduct a T2 survey soon. After the T2 survey is done, it will go to Lenard Engineering to conduct the work approved by the committee on March 12 for \$6,000. This work involves all preparatory steps leading to DOT's approval and issuance of all necessary documents to perform the revitalization of the sidewalk between the Library and Salmon Kill Road.

When T2 survey is done, Pat Hackett will ask Matt Kieffer to share it with the Committee. Hopefully, it will be done before our June meeting.

3. Update on the Hotchkiss study – Chris

No update is available. The Committee will try to connect with Hotchkiss team in the Fall.

4. Moving Committee meetings from monthly to bi-monthly.

After a discussion, the Committee decided to keep the schedule as is.

5. New business.

- Community Walkability Program – check the status of our grant because the State budget had passed. Natalia to report at next meeting.
- Chris confirmed that Salisbury Town Budget for 2018-2019 contains the line for the Pathways Committee in the amount of \$12,000. Our previous 2 years of accumulation of the funds leads us to have \$36,000 to work with. After the payment of \$6,000 to Lenard Engineering, the Committee will have \$30,000 in the budget for the 2018-2019.

6. Citizens comments.

No comments were made.

Meeting adjourned at 5:52 p.m.

Minutes respectfully submitted by Natalia V. Smirnova, Secretary, on May 15, 2018.

Salisbury Pathways Committee

Thirty Fifth Meeting

Date and Time: Monday, June 11, 2018, at 5:30 p.m.

Location: Salisbury Town Hall, Downstairs Meeting Room, first floor.

Present: Chris Williams, Natalia Smirnova, Pat Hackett, Kathy Trahan

Minutes:

Call to order -- 5:34 p.m.

1. Approval of the minutes of May 14, 2018

Minutes approved unanimously

2. Update on the progress of the dust-path revitalization from the Library to Salmon Kill – Chris

Chris Williams reported that to proceed with the paperwork for CT DOT, we need to start with Matt Kiefer's survey. Matt Kiefer is currently helping Historic District Committee and after them he will devote time to producing a survey to the area from the Library to beyond Salmon Kill Road.

Pat Hackett will remind Matt that we have budget allocation for this work and would like to proceed as soon as possible. Pat will also contact the engineering firm to convey to them about the delay and keep them informed of the progress.

3. Update on the State Walkability Grant – Natalia

Natalia reported that CT DOT Community Connectivity Program web site says that as of 05/22/2018 "the Department is now evaluating how and when to proceed with the many programs that had been put on hold." The excerpt from the web site is attached.

Natalia also e-mailed Colleen A. Kissane, Transportation Assistant Planning Director, Bureau of Policy and Planning, at CTDOT.CCGP@ct.gov, about the status of our grant application, but did not receive any answer.

Natalia is to monitor the announcements on this web site.

4. New members

Discussion about new members ensued. Chris will check with Curtis on how to go about adding new members if people express interest. Natalia reported that there were inquiries about joining this committee, but people did not come to any meeting yet. We decided that

interested parties should show some commitment to the committee's work by coming to meetings several times before being nominated for joining.

5. New business

Committee Service Terms:

Natalia reported that from the start of the Committee on August 11, 2014, the 3-year terms were established and staggered. As of now, we have the following situation:

- Pat Hackett and Kathy Trahan – terms expire on August 11, 2018. (Kathy Trahan is serving the remainder of Kitty Kiefer's term from November 2017.)
- Natalia Smirnova and Gerald Stanton – terms expire on August 11, 2019. (Gerald Stanton is serving the remainder of Peggy O'Brien's term from September 2017.)
- Chris Williams – term expires on August 11, 2020. Chris was reappointed in August 2017.

Committee voted unanimously to petition Selectmen to re-appoint Pat Hackett and Kathy Trahan to the Pathways Committee, with the new 3-year term commencing in August 2018.

Next meeting:

July meeting was cancelled, unless some actionable items comes up.

Next meeting is Monday, August 13, 2018, at 5:30 p.m.

6. Citizens comments

No citizens present.

Meeting adjourned at 6:09 p.m.

Minutes respectfully submitted by Natalia V. Smirnova, Secretary, on June 12, 2018.

Welcome to Connecticut's Community Connectivity Program



Sponsored by the Connecticut Department of Transportation

New

Notice: Community Connectivity Grant Program Update 5/22/18

The State Legislative session ended on May 9, 2018, which included an adjusted state budget for FY 2019. The Department is now evaluating how and when to proceed with the many programs that had been put on hold. We will provide you with more definitive information on the Grant program as soon as we can. Please keep in mind that the Community Connectivity Grant Program is subject to approval by the Bond Commission.

Salisbury Pathways Committee

Thirty Sixth Meeting

Date and Time: Monday, August 20, 2018, at 5:30 p.m.

Location: Salisbury Town Hall, Downstairs Meeting Room, first floor.

Present: Chris Williams, Natalia Smirnova, Pat Hackett, Kathy Trahan, Gerry Stanton, Curtis Rand

Minutes:

Call to order -- 5:31 p.m.

1. Approval of the minutes of June 11, 2018.

Minutes approved unanimously.

2. Update on the Connecticut Connectivity Program grant:

Committee Chair, Chris Williams, told the Committee that CT DOE selected our proposal for funding. The award letter from August 9, 2018, received by First Selectman, Curtis Rand, is attached. Chris congratulated Natalia and Pat for writing the grant proposal, and other current and former Committee members for their work leading to this winning application.

First Selectman, Curtis Rand, presented to the Committee his thoughts about the acceptance of these funds. Curtis warned the Committee that since the grant only covers the construction costs, the Town will have to support all preliminary stages of the work, such as environmental screening, design stage, engineering work, certification work, bidding process, etc. These costs might be very substantial based on the experience with other projects undertaken by the Town. These costs should be estimated ASAP and conversation with the public should commence.

Committee considered those arguments and discussed the situation. At the end, Committee decided that the work coincides with the Committee's priorities and will help ensure safety for pedestrians at the stretch of Route 41/44 from Meadow Street to Fire House. The Committee decided to go ahead with the project, estimate the costs, and work with the DOT to ensure the most efficient use of funds. Committee will make sure that the public is informed and supports this project.

Action: Recommend to the Salisbury Board of Selectmen to accept the Community Connectivity grant from CT DOT by September 7, 2018.

3. Citizens comments

No comments.

Meeting adjourned at 6:12 p.m.

Minutes respectfully submitted by Natalia V. Smirnova, Secretary, on August 21, 2018.



STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2132



August 9, 2018

Mr. Curtis Rand, First Selectman
27 Main Street
P.O. Box 548
Salisbury, CT 06068

Subject: Community Connectivity Grant Program

Dear First Selectman Rand,

It is my pleasure to inform you that your application for the Community Connectivity Grant Program (CCGP) has been selected for funding. Congratulations on your Grant award, and many thanks for applying to this important Program. Funding for this Program was approved by the State Bond Commission on July 25, 2018 and will be administered by the Department of Transportation (Department). Please remember that this award is based on the project that was submitted in your application; therefore to receive these funds, no other project can be substituted.

I ask that you contact me no later than Friday, **September 7, 2018** to confirm that your municipality wishes to accept the funding and proceed with the CCGP process. An e-mail response to the CCGP address CTDOT.CCGP@ct.gov is preferred. A confirmation letter sent to the address on this letterhead is also acceptable. If no response is received, your award may be reallocated to another municipality.

It is also important to designate a point of contact (including their telephone number and email address) when you send in your confirmation so that we can communicate with this person as we advance in the project administration.

There are several steps that need to be taken by both the Department and your municipality, prior to the distribution of funds. Please do not proceed with any grant-funded work until all contracting items have been fully executed. Steps include the following:

- The Department will perform an environmental screening to assist the municipality in achieving compliance with the Connecticut Environmental Policy Act (CEPA) and identify items relative to natural resources, historic/archaeological resources and environmental permitting requirements, etc. that are to be investigated and/or addressed during the design phase.
- Issuance of a Commitment to Fund Letter by the Department to your municipality.
- Completed design plans by the Municipality with Certification of Rights-of-Way Acquisition (if required). This Grant Program funds construction activities only.
- Execution of a Project Authorization Letter (PAL) which will be appended to the Master Municipal Agreement executed between your municipality and the Department.
- Funds will be disbursed after the low bid amount and supporting documentation is received from the municipality by the Department. **Note: all construction phase costs above the allocated grant amount are the sole responsibility of the municipality.**

Information sessions will be scheduled this fall to assist municipalities with project administration. We are also currently selecting individual project managers for each approved application, and will provide you with that information once we receive confirmation of your acceptance.

Congratulations again, and we look forward to hearing from you soon.

If you have any further questions, please feel free to contact me at 860-594-2132, or via email at Colleen.Kissane@ct.gov.

Very truly yours,



Colleen A. Kissane
Transportation Assistant Planning Director

cc: Executive Director of Regional Council of Governments

Salisbury Pathways Committee

Thirty Seventh Meeting

Date and Time: Tuesday, October 16, 2018, at 5:30 p.m.

Location: Salisbury Town Hall, outside benches in front of Sweet Williams.

Present: Chris Williams, Natalia Smirnova, Pat Hackett, Kathy Trahan, Gerry Stanton

Minutes:

Call to order -- 5:31 p.m.

1. Approval of the minutes of August 20, 2018;

Minutes approved unanimously.

2. Update on the Connecticut Connectivity Program grant;

The grant was accepted by the deadline of September 7 by Curtis Rand. The next step is a meeting with DOT during the COG in Goshen in November. Curtis and Chris Williams will go. At that meeting the manager for our project will be assigned.

3. Update of the Library – Salmon Kill revitalization project;

Maps and survey are completed by Matt Kieffer. Now, Curtis will request additional bids for the job.

4. Building the community awareness about the upcoming CCP grant receipt;

We should initiate a campaign to build a community awareness of this project. The avenues that were suggested are: (1) Board of Education (Natalia); (2) Fire Commission (Chris Williams); (3) Tri-State Chamber of Commerce (Natalia and Kathy); (4) Letter to the Editor (Kathy and Gerry).

5. New business;

DOT completed sidewalk at the corner of 41 and 44 at White Hart in August. This was done completely on DOT budget because it was not handicap-accessible. Now there is a new compliant sidewalk.

6. Citizens comments.

No comments.

Meeting adjourned at 6:00 p.m.

Minutes respectfully submitted by Natalia V. Smirnova, Secretary, on October 21, 2018.

Salisbury Pathways Committee

Thirty-Eighth Meeting

Date and Time: December 11, 2018 5:30 p.m.

Location: Salisbury Town Hall, first floor meeting room

Present: Chris Williams, Pat Hackett, Kathy Trahan, Gerry Stanton

Minutes

Call to order: 5:30

Gerry showed up at 5:36

1. Approval of agenda:
 - a. Agenda approved unanimously
2. Approval of October 16, 2018 Minutes:
 - a. Agenda approved unanimously
3. Update on the Connecticut Connectivity Program Grant:
 - a. There was a meeting at COGG Goshen. Monies funding grant program in place. The Town must design, make contract documents, and get ROW permits, and once Town gets Grant Letter Town has three years.
4. Update of the Library – Salmon Kill Road: no update from October
5. Schedule of 2019 meetings:
 - a. Schedule approved unanimously
6. A Note to put the letter to the editor in the Minutes of December 11, 2018
7. For next meeting:
 - a. Chris to summarize meeting with Fire District
 - b. Pat to find out if a preemption light and crosswalk light be made as one

Meeting adjourned at 6:15 p.m.

Did you know that Salisbury has a Pathways Committee?

The Salisbury Pathways Committee was formed in July 2014 by the Board of Selectman with the stated purpose to “investigate walking access within and among the village centers.”

From its first meeting, the committee has worked with the public and other town committees to define areas of priority. These have been defined as “The Connector”--connecting the villages of Lakeville and Salisbury; the “Triangle with Horns”, including the triangle formed by routes 41, Cobble Road and 44, and two horns: one on route 41 to the Appalachian Trail parking area, and the other on route 44 to Lion’s Head; connecting The Hotchkiss School to Lakeville; extending access to Lakeville from Belgo Road; and providing a sidewalk along route 112 in Lime Rock village.

The Salisbury Central School community was an early supporter of the work of the committee. The school particularly liked “The Connector” that would connect the school to the fire house, a designated emergency shelter for the school.

In 2016, the Connecticut Connectivity Program (CCP) was announced. This program encourages walkability and safety in CT towns and cities. The CCP website states, “ initial step toward achieving the program’s goal was to offer municipalities “Road Safety Audits” (RSA’s) that focused on identifying bike and pedestrian safety concerns within a designated corridor or intersection.” Salisbury was among the first towns to apply for a walkability audit, which was received in April 2016. (The audit report is available on the Town’s web site as well as on the State DOT site.) The goal of the audit was to support our first priority – connecting Lakeville and Salisbury, allowing for foot traffic among businesses (i.e. economic development), promoting healthy walking habits, and decreasing pollution.

The next step in the Connecticut Connectivity Program was to establish a grant program to finance the necessary improvements. The grant program was announced in May of 2017. Since we had had an audit done, we had the opportunity to apply for a grant, again focusing on our first priority – connecting the two village centers. However, because grant funding is limited to \$400,000, we needed to further define priorities within our project. We proposed what we saw as the most urgent need: the sidewalk from Lincoln City Road to the fire house, Salisbury Central School’s emergency evacuation route, for which we had the support letter from 2014.

In August 2018, we received the acknowledgement that we will be awarded a \$400,000 3-year grant for our project. We accepted the commitment and will be working with DOT to bring it to fruition.

While there are many steps to complete before actual work will begin on the sidewalks, we hope that this introduction to the vision and on-going work of the Pathways Committee will encourage everyone in our towns to support our efforts to create a more pedestrian-friendly town. Details of the grant and our progress can be found in the Salisbury Pathways Committee minutes on the Town of Salisbury website.

Happy and safe walking!

Members of the Pathways Committee:

Chris Williams, Pat Hackett, Natalia Smirnova, Jerry Stanton and Kathy Trahan

Pathways Committee – 2019 schedule of meetings

Second Monday of every month

5:30 p.m. in Salisbury Town Hall

January 13

February 11

March 11

April 8

May 13

June 10

July 8

August -- skip

September 9

October 21 – third Monday due to Columbus Day

November 11

December 9