

Salisbury Pathways Committee

Sixtieth Meeting

Date and Time: Monday, September 13, 2021, at 5:30 p.m.

Location: Virtual via Zoom.

Present via Zoom: Natalia Smirnova, Kathy Trahan, Gerry Stanton, Pat Hackett

Minutes:

Call to order -- 5:35 p.m.

- 1.** Approval of the minutes of June 14, 2021.
Minutes approved unanimously.

2. Status of the Connectivity Grant.

Report from Chris Williams:

The Engineering Firm, Mancini, is still working on permitting for the pedestrian bridge that is within the grant. At one point before our meeting Mancini Engineers had thought that they had found a loop hole in the DEEP regulations that exempted any DOT project from having to get a special permit from the DEEP as long as it was contained in the DOTs' right of way. This would of been a very easy fix for our situation. But upon further review of those exceptions, the run out of the water had to be less than a mile. Mancini Engineering made inquiries about our project fitting into this exemption with DEEP and was told it didn't fit the exemption and that a full permit would be needed. At today's Selectmen's meeting agenda, Item 5b under old business we will be discussing and hopefully approving \$30,000.00 for this DEEP permitting.

Note: the proposal for DEEP permitting is attached to these minutes.

Note from Pat Hackett: at the Selectmen's meeting, the funds were approved.

As the Pathways Committee is aware the connectivity grant came with certain strings attached, one of them is that all design and permitting costs becomes the Town's responsibility, the grant is for the cost of construction and oversight of the project only. The \$30,000.00 does cross the threshold of \$20,000.00 that the selectmen can authorize without a town meeting, but fortunately our Connectivity Grant has been before a town meeting already and the Selectmen have been authorized to cover this cost.

This is the update on the Connectivity Grant, the engineering firm is making application to the DEEP for the pedestrian bridge on the grant and waiting for those permits before things continue. The earliest start date is looking to be spring of 2022 as long as there's no more glitches that come up.

3. Status of the Library to Salmon Kill Road Sidewalk.

Report from Chris Williams:

The project of sidewalks from the Library to Salmon Kill Rd and down to the field west of Salmon Kill Rd. Plans have been completed, permitting from the State DOT has been granted. These plans have been put out to bid and so far, 3 construction companies have expressed interest in

doing the project. Progressive Paving, Metcalf Paving and Mathers Construction, the closing date for the bid is **September 23 at 2pm** so we're waiting for the date and looking forward to getting the bids for the project. When the bid was put out the selectmen asked if there was the possibility that construction could start this fall with grade work being accomplished early, giving the base a better chance to settle over the winter months. With COVID-19, the construction project back logs, and the loss of workers due to the pandemic, the earliest start date would be spring of 2022.

This is the update on our Salmon Kill sidewalk project, we are waiting for the bid closure and picking the contractor to do the project.

4. Other Project to do with Sidewalks:

Report from Chris Williams:

The RFB "reflective flashing beacons" that are to be placed in Salisbury at the 2 cross walks on Rt 44. The Selectmen put this project out to bid but received no bids. We returned to the design engineers and asked them to repost the request for bids. They complied and the town received 2 bids one was way over from what was a reasonable cost, and the other bid was so low that it seemed the construction firm must of miss understood the bid. So, we're working to clarify the bid better and hopefully we will get a realistic bid the town will except.

I hope this update is clear and that the Pathways Committee is aware the Selectmen are working to complete the projects that the Committee has planned for the town.

Question from the Committee:

If the bids for the "Library to Salmon Kill" project come in on September 23 and are accepted by the Town, may it be the case that that project will move forward **BEFORE** the RFB (beacons)?

5. Citizens comments:

No citizens present.

6. Other Business:

- The Committee is concerned about the Town's website, which shows incomplete information about the Pathways Committee. Natalia and Kathy are to provide a new draft to Emily.
- The minutes from before-the-pandemic are not showing on the new Town's website. Natalia to connect with Emily and find out how to recover our minutes. Due to the ongoing nature of our projects, we want the public to have complete history of the Committee's work through the minutes.

Meeting adjourned at 6:01 p.m.

Minutes respectfully submitted by Natalia V. Smirnova, Secretary, on September 13, 2021.

August 9, 2021

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

**Re: Amendment No. 2
New Pedestrian Bridge over Pettee Brook
Preparation of Flood Management Certificate - Memorandum of Understanding
Salisbury, Connecticut
SLR #141.13039.P0006**

Dear Curtis:

SLR International Corporation (SLR – formerly Milone & MacBroom, Inc.) is pleased to submit this proposal for amendment of our original agreement for professional services involving preparation of a Connecticut Department of Transportation (CTDOT) Flood Management Certificate (FMC) Memorandum of Understanding (MOU) for the new pedestrian bridge over Pettee Brook proposed as part of the sidewalk extension project along CT State Route 44 (Main Street) from the Salisbury Central School to the Town Emergency Center at the Lakeville Firehouse. Based on our discussions with the CTDOT and Connecticut Department of Energy & Environmental Protection (CTDEEP), the new pedestrian bridge does not qualify for a CTDOT Flood Management General Certificate and must obtain an FMC through either the CTDOT FMC MOU or a CTDEEP FMC. We recommend that the town apply for a CTDOT FMC MOU. SLR has prepared the following contract amendment to assist the town in moving this project forward.

SLR proposes to add the following tasks to the scope of services contained in our existing agreement:

11.0 Cross Section Survey and Hydrologic and Hydraulic Analysis

Federal Emergency Management Agency (FEMA) has not developed a detailed hydraulic analysis of Pettee Brook, so this task will require the development of a hydraulic model to determine and evaluate any impacts that the new pedestrian bridge will have on the floodplain. SLR proposes a comprehensive hydrologic and hydraulic study in accordance with CTDEEP guidance, which will include the following:

11.1 Complete up to 12 field-surveyed cross sections along Pettee Brook and the associated floodplain. These cross sections will provide the base survey conditions for generating the hydraulic model under subsequent subtasks.

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- 11.2 Perform a field assessment of the channel by a fluvial geomorphologist to assess hydraulic conditions and stability of the channel. Evaluate the bank vegetation and bed armoring of the existing watercourse to determine appropriate roughness values for hydraulic modeling and observe the conditions of the existing Route 44 bridge and floodplain in the area of the proposed hydraulic model. Identify any past high water marks useful in calibrating the model.
- 11.3 Determine appropriate flow rates for the watercourse at the bridge location for the 2-, 10-, 25-, 50-, 100-, and 500-year frequency events. This will include review and analysis of available United States Geological Survey (USGS) gauge data and estimation of flow based on USGS regression equations (through *StreamStats*). Hydrology data will be presented in a Hydrology Report in accordance with CTDOT's *Drainage Manual*, and the design flow rates will be selected through coordination with the town.
- 11.4 Develop a hydraulic model of the watercourse in the immediate vicinity of the proposed pedestrian bridge and existing Route 44 bridge using the U.S. Army Corps of Engineers' (USACE) Hydrologic Engineering Center *River Analysis System* (HEC-RAS, version 6.0 software). Model the 2-, 10-, 25-, 50-, 100-, and 500-year flow rates in accordance with the procedures and guidelines contained in the CTDOT *Drainage Manual* and the CTDEEP *Hydraulic Analysis Guidance Document*. The following specific work is included:
- 11.4.1 Develop an "Existing Conditions" model of the project area using surveyed cross sections of existing conditions and run the model to establish baseline conditions for the project site.
- 11.4.2 Develop a "Proposed Conditions" model of the project area and run the model to evaluate the hydraulic effects of the proposed pedestrian bridge on the existing floodplain.
- 11.4.3 Perform a "Natural Conditions" analysis to evaluate the effects of the pedestrian bridge without the influence of the Route 44 bridge, in accordance with CTDOT and CTDEEP protocols.
- 11.4.4 Develop 8-1/2" x 11" plates depicting floodplain mapping for existing and proposed conditions for the 2-, 10-, 25-, 50-, 100-, and 500-year flows.
- 11.4.5 Prepare a Hydraulic Report following the standard methods established by CTDOT FMC-MOU permit requirements. Submit a draft (with HEC-RAS electronic files) to the town for review, and revise the modeling and report based on comments received. Submit final Hydraulic Report.

12.0 Prepare CTDOT Flood Management Certificate – Memorandum of Understanding

Please note that the state funding source will be the applicant on the CTDOT FMC-MOU application. In this case, the CTDOT will be the applicant on said FMC-MOU application.

12.1 Prepare the CTDOT FMC-MOU application and supporting materials including the following:

- CTDEEP Fishery Consultation Form
- CTDEEP Natural Diversity Data Base (NDDDB) Polygon Map
- CTDOT FMC-MOU Application
- CTDOT Attachment A – Engineering Certification
- CTDOT Attachment B – Municipal Certification
- Hydraulic Report
- Proposed Bridge Design Plans

12.2 Submit the CTDOT FMC MOU application to CTDOT for Hydraulic and Drainage (H & D) review and final sign-off.

13.0 Response to Agency Comments

13.1 As necessary, SLR will respond to the CTDOT H & D comments on the CTDOT FMC-MOU application. We have allocated approximately 40 person hours to complete said responses.

PROFESSIONAL FEES

SLR proposes to add the following professional fees to the fee schedule contained in the original agreement. The work described under Tasks 11.0 and 12.0 will be performed for a lump sum fee of **\$25,000**. The work described under Task 13.0 will be performed on a time-and-materials basis not to exceed **\$5,000** without written authorization from the town. With this second amendment to the original contract, our revised total contract amount is **\$113,500**.

SCHEDULE

The CTDOT FMC-MOU permit application will be completed within the next 6 weeks. It is anticipated that the application will be reviewed by CTDOT H & D over a 3-month period with an expected approval of the FMC-MOU in December 2021 or January 2022.

STANDARD TERMS AND CONDITIONS

Work will be performed in accordance with SLR's Standard Terms and Conditions (copy attached), incorporated by reference.

ACCEPTANCE

If the above amendment meets with your approval, work may be initiated by signing a copy in the space provided below and returning it to us for our files.

Sincerely,

SLR International Corporation

A handwritten signature in blue ink that reads "Marc S. Mancini".

Marc S. Mancini, PE
Associate Transportation Engineer

Enclosures

3039.06.0.au921.prop.docx

The above amendment and attached Standard Terms and Conditions are understood and accepted:

By _____ Date _____

(Print name and title)

STANDARD TERMS AND CONDITIONS

Unless specifically excluded in the Contract, these Terms and Conditions are incorporated by reference into the foregoing proposal or contract and shall be part of the Agreement under which Services are to be performed by SLR International Corporation (**SLR**) for the **Client**.

- 1. Method of Payment:** Monthly, **SLR** will invoice **Client** for all Services rendered during the previous month. Invoices will be due upon receipt. Any unpaid invoices and charges will draw late payment fees at 1½% per month commencing 30 days after date of invoice. **Client** shall notify **SLR** in writing of any disputed amount within 10 days after date of invoice; otherwise, **Client** shall be deemed to have waived any objection to all invoice charges and agreed to the invoice being acceptable. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Lump Sum Fee Price and Fixed Price contracts will be invoiced on a percent-complete basis as determined by **SLR**. Unless otherwise agreed, out-of-pocket costs for mileage, special mailing, reprographics, and similar costs will be invoiced as additional direct expenses. Subconsultant fees will be invoiced at cost plus a 10 percent markup for processing. In the event that **SLR** retains a collection agency or attorneys to recover any monies owed by **Client** to **SLR**, then **SLR** shall also be entitled to recover its reasonable cost of collection and legal costs from **Client**, including, but not limited to, all fees and costs incurred by **SLR** under mediation and litigation proceedings. **SLR** may suspend or terminate any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by **SLR** within 60 days from the date of **SLR's** invoice. Such suspension of services is done without waiving any other claim against **Client** and without incurring any liability to **Client** for such suspension due to **Client's** breach of payment terms. Termination shall not relieve **Client** of its obligation to pay amounts incurred up to termination.

The **Client's** obligation to pay for the Services performed under this Agreement is in no way contingent upon **Client's** ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon **Client's** successful completion of project. Should Services be suspended for a period of ninety (90) days, **SLR** shall be entitled to additional compensation to reinstate work. Lump sum fees, if applicable, quoted in this Contract shall remain valid for a period of twelve (12) months from the date of Contract. Thereafter, they may be adjusted in accordance with **SLR's** current rate structure. Hourly personnel rates may be adjusted on an annual basis.

- 2. Level of Services:** The Level of Service will be performed for the exclusive benefit of **Client**. **SLR** will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of **SLR's** profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended, and the same are specifically disclaimed.

Client shall not be entitled to assert a claim against **SLR** based on any theory of professional negligence or violation of the standard of care unless and until **Client** has obtained the written opinion from a licensed, independent, and reputable engineering and/or environmental professional, as appropriate for the Services in question, that **SLR** has violated the standard of care applicable to **SLR's** performance of those Services under this Contract. **Client** shall promptly provide such independent opinion to **SLR**, and the parties shall endeavor in good faith to resolve the claim within 30 days.

- 3. Deliverables:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by **SLR** hereunder shall be delivered to **Client** upon final payment for **SLR's** Services. Deliverables may not be used or reused by **Client**, its employees, agents, or subcontractors in any extension of the project or on any other project or any other use without the prior written consent of **SLR**. **Client** agrees that all deliverables furnished to the **Client** not paid for in full will be returned to **SLR** upon demand and will not be used for design, construction, permits, or licensing. All originals of such deliverables shall remain in possession of and the property of **SLR**. Copies of any electronic media or disks of originals of any of **SLR's** deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of the Scope of Services. All the drawings, plans, specifications, and deliverables prepared by **SLR** are instruments of **SLR's** service, and **SLR** shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including, but not limited to, the copyrights.

SLR shall have the right to include photographic or artistic representations of the Project among **SLR's** promotional and professional materials. **SLR** shall be given reasonable access to the Project to make such representations. **Client** shall advise **SLR** of confidential or proprietary information which should be excluded from promotional materials.

- 4. Limitation of SLR's Liability to Client:** In recognition of the relative risks and benefits of the Project to both the **Client** and **SLR**, the **Client** agrees that except for circumstances caused by the willful misconduct of **SLR**, all claims for damages asserted against **SLR** by **Client**, including claims against **SLR's** directors, officers, shareholders, employees, and agents, are limited to the total fee for services rendered or \$250,000.00, whichever is less. **SLR** is solely responsible for its personnel only, and no others. **SLR** shall not be responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by **Client** as a result of **SLR's** performance or nonperformance of Services. **SLR** shall not be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service provider to install work in accordance with the plans, specifications, or applicable code, or for the actions or inactions of regulatory agencies. Any claim shall be deemed waived unless made by **Client** in writing and received by **SLR** within one (1) year after completion or termination of the Services.

5. **Client Indemnification:** Client shall indemnify and hold harmless SLR and its shareholders, directors, officers, employees, and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) the acts or omissions of Client, Client's employees, agents, and subcontractors, or (ii) Client's breach of Contract.
6. **Required Disclosures by Client:** Client shall provide SLR all information which is known or readily accessible to Client which may be reasonable and/or necessary for completion of the Services by SLR or protection or safety of SLR personnel.
7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions; floods; epidemics; war; riot; strikes; lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of or failure to obtain permits; unavailability of labor, materials, fuel, or services; court orders; acts of God; and acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.
8. **Termination:** This Contract may be terminated by either party upon thirty (30) days' written notice to the other party. Irrespective of which party terminates or the cause therefor, Client shall, within thirty (30) days of termination, compensate SLR for fees, charges for services, and costs incurred up to the time of termination, as well as those associated with termination activities. It is agreed, at any time after the total compensation payable to SLR under this Contract is met, that SLR shall have the right to suspend or terminate further performance or continuance of Services until Client and SLR have executed an extension to the contract or a new contract.
9. **Entire Contract:** This Contract constitutes the entire agreement, including herein-referenced proposal(s), attachments, and schedules, etc., between the parties and supersedes any and all prior written or oral agreements, negotiations, or understandings existing between the parties. This Contract may be amended only by written instrument signed by each party.
10. **Testimony:** Should SLR or any SLR employee be requested by any party or compelled by law to provide nonexpert testimony or other evidence with respect to the Services, and SLR is not a party to the dispute, SLR shall be compensated by Client for SLR's preparations, document retrieval, document reproduction, and testimony at SLR's current hourly rates. SLR shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times the then current hourly rates. Client agrees to reimburse SLR for reasonable travel, lodging, and meal expenses that are incurred in conjunction with providing either expert or nonexpert testimony or other evidence.
11. **Precedence and Survival:** This Contract shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed, or like document regarding the Services. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between Client and SLR shall survive the completion of Services hereunder and the termination of this Contract.
12. **Governing Law:** This Contract shall be governed by, construed, and interpreted in accordance with the laws of the State of Connecticut, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
13. **Claims, Disputes/Mediation:** For any claim, dispute, or other matter in question between parties to this Contract arising out of or relating to this Contract or breach thereof, the parties shall first attempt to resolve such issue through discussions between SLR and Client. Any claim or dispute not resolved per the above discussions shall be subject to and decided by and through the process of nonbinding mediation. Such mediation process shall be done by and through an independent court-certified mediator. All mediation proceedings, hearings, and meetings shall be held in Cheshire, Connecticut. Any unsettled claims, disputes, or other matters in question between parties not settled and agreed to by this process of mediation shall be subject to and decided by and through litigation.
14. **Equal Opportunity/Non-Discrimination Statement:** SLR is an Affirmative Action Equal Opportunity Employer. SLR and the Client shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by SLR and the Client that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and SLR and the Client further agree to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by SLR and the Client that such disability prevents performance of the work involved.



2021 US STANDARD RATE SCHEDULE

<u>PROFESSIONAL SERVICES</u>	<u>Hourly Rate</u>
Senior Advisor	\$300
Senior Principal	\$250
Principal 2	\$235
Principal 1	\$205
Senior 2	\$200
Senior 1	\$180
Associate 2	\$170
Associate 1	\$160
Project 2	\$150
Project 1	\$140
Staff 2	\$130
Staff 1	\$120
Resident Project Representative	\$195
Chief Inspector	\$155
Senior Inspector	\$130
Inspector	\$115
Senior Draftsperson/Technician	\$110
Draftsperson/Technician	\$95
Survey Crew Member	\$95
Word Processor/Administrative 2	\$100
Word Processor/Administrative 1	\$70

Note: Time will be billed to the nearest ¼ hour

*Range reflects seniority within this category



REIMBURSABLE EXPENSES

Rate

Bond Prints	\$ 2.00 Each
Large Bond Prints	\$ 3.00 Each
Fixed Line Mylars	\$75.00 Each
Color Plots/Mylars	\$30.00 Each
Large Color Plots/Mylars	\$45.00 Each
Photocopies – 8½ x 11	\$ 0.12 Per Copy
Photocopies – 11 x 17	\$ 0.24 Per Copy
Color Copies – 8½ x 11	\$ 1.25 Per Copy
Color Copies – 11 x 17	\$ 2.25 Per Copy
Binding 0-200 pages	\$ 6.00 Per Bound Copy
201 or more pages	\$ 7.50 Per Bound Copy
Board Mounting	\$25.00 Each
Each FedEx – \$0-\$25	\$25.00 Per FedEx
FedEx – Over \$25	Cost Per FedEx
Mileage	IRS Rate Per Mile

OTHER DIRECT CHARGES

Rate

Subcontractors, vendors, and other expenses	Actual cost + 15%
Administrative charge	3% of labor charges
Expert witness testimony services (court and mediation)	50% labor surcharge