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CITY OF AMESBURY, MA

CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY-FOUR

SPONSORED BY: Kassandra Gove **BILL No.** 2024- 063
Kassandra Gove, Mayor

An Order to authorize the Mayor to accept and expend a FY24 Legislative Earmark Grant Award from the Commonwealth of Massachusetts in the amount of $12,500.00 for engineering services and structural assessment of the 2 pedestrian bridges in the Upper Millyard/Downtown Business District.

Summary: This funding was requested and earmarked by Amesbury's state legislative delegation in the FY24 Budget for "the replacement and reconstruction of 2 pedestrian bridges in the upper millyard and downtown business district of the city of Amesbury." This appropriation was originally in the amount of $25,000.00 but was reduced by 50% mid-fiscal year under the Governor's authority (Section 9C of Chapter 29 of the Massachusetts General Laws). We will utilize this reduced funding for engineering services for inspection and initial structural assessment of these bridges. This assessment will assist us with planning and budgeting for future replacement and reconstruction of these bridges.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same as follows:

That the City of Amesbury authorizes the Mayor to accept and expend a FY24 Legislative Earmark Grant Award from the Commonwealth of Massachusetts in the amount of $12,500.00 for engineering services and structural assessment of the 2 pedestrian bridges in the Upper Millyard/Downtown Business District.

Stantec Consulting Services Inc.
45 Blue Sky Drive, 3rd floor, Burlington MA 01803-4542

April 3, 2024
File: 179489301

Attention: Mr. Joseph Buckley, P.E., Director of Amesbury Public Works
City of Amesbury
City Hall
62 Friend Street
Amesbury, MA 01913

Dear Joe,

Subject: Two Pedestrian Bridges over Powwow River in Downtown Amesbury
Engineering Services for Inspection and Initial Structural Assessment

Stantec Consulting Services Inc. is pleased to submit this Letter Proposal outlining our Scope of Services and Fee Estimate for the subject bridge inspections.

1.0 Scope of Services

Task 1.1 Site Visit and Inspections

Perform site visit and inspections:

- Make observations and measurements from the topside of the bridges and from adjacent paths and walkways. We will access the underside of the bridges as follows:
  - Downstream bridge:
    - We request that the City remove (and subsequently replace) approximately four transverse deck boards to provide access to the supporting structural members. Each of these boards appear to be secured with several metal screws that will need to be temporarily removed and reset.
  - Upstream bridge:
    - It does not appear practical to remove the longitudinal deck boards for inspection of underlying members of this bridge.
- Make observations and measurements from the underside of the bridges. We will access the underside of the bridges as follows:
  - Upstream bridge:
    - Right bank: We will access the underside of the bridge on foot by walking down the riverbank from the top of the slope. We will require access through or over the fence along the pedestrian walkway at this location. We can provide a step ladder for climbing over the fence if necessary.
    - Left bank: We will access the underside of the bridge by placing a ladder along the edge of the river, supported by the vertical abutment wall or by the bridge superstructure. We will secure

the top of the ladder to the structure with rope and climb down the ladder to view the underside of the bridge. Inspection personnel using this ladder will climb over the bridge railing to access the ladder and wear a safety harness with a lanyard attached to the structure for fall protection.

- Downstream bridge:
  - Right bank: We will access the underside of the bridge by placing a ladder along the edge of the river, supported by the vertical abutment wall or by the bridge superstructure. We will secure the top of the ladder to the structure with rope and climb down the ladder to view the underside of the bridge. Inspection personnel using this ladder will climb over the bridge railing to access the ladder and wear a safety harness with a lanyard attached to the structure for fall protection.
  - Left bank: We will access the underside of the bridge on foot by walking down the riverbank from the top of the slope. Inspection personnel will climb over the bridge railing to access the riverbank at this location.

- Where we can gain hands-on access to structural members of the bridges, we will remove any loose rust, dirt, or debris from the members as required with hand tools such as wire brushes to make observations and take measurements of member sizes and deterioration.

Review information:

- We will review City maintenance, engineering, and construction records related to the two pedestrian bridges, previous bridge repairs or modifications, and any other relevant information made available by the City.

Task 1.2 Initial Structural Assessment

From our observations and measurements of the structure, we will qualitatively estimate any significant loss of member strength or stability caused by rusting of steel or other deterioration. If structural analysis and computations are desired to estimate member losses and capacities quantitatively, we can perform this task as an additional service.

Task 1.3 Technical Memorandum

We will prepare a technical memorandum summarizing our observations, findings, conclusions, and recommendations concerning the following:

- Opinions of most likely cause, or causes, of any observed structural deterioration.
- Recommendations for additional investigations or analyses, such as structural analysis and computations to quantitatively assess deteriorated member capacities.
- Recommendations for repairs or replacements to bring the bridges up to current standards for both ADA accessibility and structural load-carrying capacity.

Task 1.4 Conceptual Design of Repairs/Retrofit/Replacement

We will prepare a conceptual-level preliminary design of our recommended repairs, retrofit, or replacement of the bridges.

Reference: **Two Pedestrian Bridges over Powwow River in Downtown Amesbury Engineering Services for Inspection and Initial Structural Assessment**

2.0 Assumptions

1. Stantec assumes the City will assist as required for all inspection and investigation activities, including, but not limited to, providing access through or over fences at top of riverbanks, removing and replacing a few screw-connected deck boards, and providing pedestrian traffic control along paths and bridges during inspections.

3.0 Schedule

Assuming an authorization to proceed provided by the City on or before May 31, 2024, we plan to complete the proposed services by June 30, 2024.

4.0 Proposed Fee

Stantec will perform the services described in this Proposal on a lump-sum basis. Approximate costs per task are shown in the table below. Stantec will not exceed the total amount without prior authorization by the City.

Task	Totals
Task 1.1 – Site Visit and Inspections	$ 4,500.00
Task 1.2 – Initial Structural Assessment	$ 2,500.00
Task 1.3 – Technical Memorandum	$ 2,820.00
Task 1.4 – Conceptual Design	$ 2,500.00
Direct Expenses	$ 180.00
Total Lump-Sum Fee	$12,500.00

If the scope of work is changed materially, or of the schedule is extended beyond that described in this Proposal, the estimated cost may be adjusted, if approval for such adjustment is obtained by Stantec from the City.

6.0 Acceptance

To confirm acceptance of this Proposal for services to be performed according to our current agreement terms and conditions, please sign below, and return one copy to our office. This proposal shall remain valid until May 31, 2024.

Stantec Consulting Services Inc. sincerely appreciates the opportunity to provide these services on behalf of the City of Amesbury. Please feel free to contact us if you require any modifications or revisions to the Scope of Services as submitted. Stantec looks forward to assisting the City with this task order assignment.

Reference: **Two Pedestrian Bridges over Powwow River in Downtown Amesbury Engineering Services for Inspection and Initial Structural Assessment**

Regards,

STANTEC CONSULTING SERVICES INC.

Dennis W. Reip, P.E.
Principal
Phone: 781-221-1132
dennis.reip@stantec.com

Hendrickson, John Digitally signed by Hendrickson, John Date: 2024.04.03 08:43:44 -04'00'

John K. Hendrickson, P.E.
Principal
Phone: 781-221-1133
john.hendrickson@stantec.com

Accepted by the City of Amesbury:

Joseph Buckley, P.E.,
Director of Amesbury Public Works

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

3his form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications**, the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Amesbury **(and d/b/a):** City of Amesbury		**COMMONWEALTH DEPARTMENT NAME:** Massachusetts Marketing Partnership **MMARS Department Code:** MMP	
Legal Address: (W-9, W-4): 62 Friend Street, Amesbury, MA 01913		**Business Mailing Address:** 1 Ashburton Pl, Rm 2101, Boston, MA, 02108	
Contract Manager: Ann Marie Casey	**Phone:** 19783888121	**Billing Address (if different):**	
E-Mail: caseya@amesburyma.gov	**Fax:**	**Contract Manager:** Marc Zappula	**Phone:**
Contractor Vendor Code: VC		**E-Mail:** marc.zappula@mass.gov	**Fax:**
Vendor Code Address ID (e.g. "AD001"): AD___. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):** 24AMESBURYBRIDGESEM0 **RFR/Procurement or Other ID Number:** Legislative Earmark	

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
X **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $12,500

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) 7008-1116: provided further, that not less than $25,000 shall be expended for the replacement and reconstruction of 2 pedestrian bridges in the upper millyard and downtown business district of the city of Amesbury

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__ 3. were incurred as of _____, 20___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30 , 2024,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Captured At Time of Signature)
Print Name: _____.
Print Title: _____.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Captured At Time of Signature)
Print Name: Kate Fox.
Print Title: Executive Director .