

**TOWN OF PLYMOUTH CAPITAL IMPROVEMENT PLAN REQUEST
FY27 SPRING ANNUAL TOWN MEETING**

Department: Energy and Environment	Priority #:	1
Project Title and Description: Boy Scout Bridge, Engineering and Permitting	Total Project Cost:	\$82,400

Department/Division Head:

Check if project is: New Resubmitted Cost estimate was developed: Internally Externally

For project re-submittals, list prior year(s):

List any funding sources and amounts already granted:

Basis of Estimated Costs (attach additional information if available)			If project has impact on 5 Year Plan and future operating budgets, insert estimated amounts.		
Capital:	Cost	Comments	Fiscal Year:	Capital	Operations & Maintenance
<i>Planning and Design</i>	\$82,400		<i>FY28</i>		
<i>Labor and Materials</i>			<i>FY29</i>		
<i>Administration</i>			<i>FY30</i>		
<i>Land Acquisition</i>			<i>FY31</i>		
<i>Equipment</i>			<i>FY32</i>		
<i>Other</i>					
<i>Contingency</i>					
Total Capital	\$82,400				

Project Justification and Objective:

Recent inspections indicate the 49 year old structure has deteriorating steel beams and significant loss of mortar and deterioration of the support piles located in Town Brook.

For Capital Project Requests:

Will this project be phased over more than one fiscal year? If yes, enter it on the 5 Year Plan
Can this project be phased over more than one fiscal year?

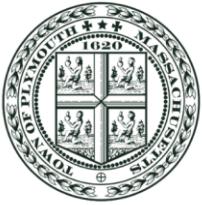
Yes No
Yes No

For Capital Equipment Requests:

Check if equipment requested is replacement and enter the year, make & model, VIN and present condition of existing equipment

What is the expected lifespan of this new/replacement equipment:

Attach backup information, estimates, or justification to support this request.



Town of Plymouth
Department of Energy & Environment
26 Court Street, Plymouth, MA 02360



MEMO

To: Derek Brindisi, Town Manager
From: David Gould, Director of Energy and Environment
Re: **SATM Capital Request – Boy Scout Bridge**
Date: September 17, 2025

Please consider this memorandum as supporting documentation to the Spring Town Meeting request to fund final engineering and permitting to replace the so-called “Boy Scout Bridge” over Town Brook.

This pedestrian footbridge was constructed in 1976 and physically supports the sewer main running from Billington Street over Town Brook to the Town Brook trail and into the downtown area. Visible deterioration of the stone support piles located in Town Brook has been ongoing for many years. An inspection of the structure in December 2024 indicated several areas of concern including the previously mentioned eroding support pile and ongoing delamination of the steel support structure resulting in significant section loss.

The current footbridge is not ADA accessible and requires routine maintenance of the decking and the wood shingled roof. A new footbridge would be longer, allowing it to be raised in elevation above Town Brook and making it ADA accessible. New headwalls on either end would support the longer footbridge that would allow for the removal of the existing support piles from Town Brook, reducing maintenance and safety concerns and restoring habitat and improving fish passage. A metal roof that would provide for the appearance of a shingled roof would be used to further reduce maintenance going forward.

Upon completion of engineering and permitting DEE would look to funding sources including its own Environmental Affairs Fund, Mass Trails grants, CPA and other options to fund the construction of the new bridge.

Should you have any questions please contact me at your earliest convenience. Thank you.

C: Lynne Barrett, Finance Director

January 22, 2025

Mr. David Gould
Director of Marine and Environmental Affairs
Town of Plymouth
26 Court Street
Plymouth, MA 02360

SLR Project No.: 141.P50741.00001

SLR Client No.: 11982

**RE: Proposal – Engineering Services for Boy Scout Bridge over Town Brook
Plymouth, Massachusetts**

Dear David,

SLR International Corporation (SLR) is pleased to provide you with this scope of services and a fee proposal to provide design-phase engineering services for the rehabilitation of the Boy Scout bridge project.

SLR visited the site to perform a visual inspection of the existing timber pedestrian bridge. The existing timber bridge is in poor condition due to the scour around the stone piers, and the structural steel girders have deteriorated with section loss. The roof of the existing pedestrian bridge is also in critical condition. Therefore, we recommend replacing the structure with similar characteristics but updating to current standards for pedestrian live load and minimum width.

Our proposal is predicated on the following assumptions:

- The Town of Plymouth (Town) is expecting engineering funds to be available in 2025. If the start is delayed more than 6 months, the fees will be renegotiated.
- The Town will be conducting its own technical plan reviews.
- Milestone submissions shall all be provided with PDF files.
- The proposed pedestrian bridge structures will have a span of 60 to 70 feet.
- A separate line item for an Americans with Disabilities Act (ADA)-compliant walkway is included if the Town is interested.

Scope of Work

Task 1.0 – Kickoff and Coordination Meetings

Throughout the course of this project, the project manager will coordinate project tasks; perform project-related managerial tasks; receive and execute directions from the Town and project partners; schedule work; maintain project records, technical data, drawings, reports, and financial records; and coordinate with the Town and project partners. The following specific tasks are proposed:

- 1.1 **Kickoff Meeting** – Project team members will attend an initial kickoff meeting with the Town and project partners.

- 1.2 Coordination Meetings – Project team members will attend project coordination meetings with the Town, project partners, and other interested parties during this phase of work. Up to two meetings are anticipated.
- 1.3 Conference Calls – Project team members will participate in conference calls throughout this phase of work (expected duration 4 months) as needed and/or as requested by Town staff.

Task 2.0 – Survey and Base Mapping

- 2.1 Perform planimetric and topographic (1-foot contour intervals) survey of the site. Survey limits will include the Boy Scout bridge and walkway approaches to the Off-Billington Street right-of-way (ROW) to the west and approximately 150 feet to the east of the bridge, an additional 50 feet past the downstream and upstream of the bridge along the brook. Vertical control shall be per NAVD 1988, and horizontal control will be tied into the State Plane Coordinate System (NAD 1983) if available within 1 mile of the site. Semipermanent benchmarks will be established at the site.
 - 2.1.1 Location and elevation of visible utilities, vegetation, walkways, landscaping, etc.
 - 2.1.2 ROW limits and property boundaries compiled from available land records. Names of adjacent property owners will be compiled from Town records and presented on the base mapping. ROW and boundary survey is not contemplated at this time and not included in this scope of services.

Task 3.0 – Data Collection and Subsurface Exploration

- 3.1 Existing Data Collection and Review – Collect and review available data and resource information on file with project stakeholders, the Town, state agencies, and other sources. This information may include bridge plans/reports, past studies, watershed history, and information regarding abutting property owners.
- 3.2 Geotechnical Engineering – Conduct a subsurface exploration program at the bridge crossing to establish subgrade conditions. The principal objective is to provide soils data necessary for bridge foundation, including soil type and consistency, frost susceptibility characteristics, and ledge and/or groundwater depth. The program will include the following:
 - 3.2.1 The Town will perform two test pits at the proposed abutments, and SLR will be on site for visual inspection of the test pits.
 - 3.2.2 Based on the test pits, SLR will determine if the soils are suitable for the pedestrian bridge loading onto the abutments
- 3.3 Contact local utility providers and request available mapping of existing facilities in the vicinity of the structures. Utilities will be depicted on the survey base map based on best available information.
- 3.4 Sensitive Species Review – A review of the Massachusetts Division of Fisheries and Wildlife Natural Heritage and Endangered Species Program (NHESP) mapping indicates that the project site is not located within mapped Estimated and Priority Habitat for state-listed species. This mapping is updated annually, and SLR will review the mapping during the permitting process to reconfirm our initial findings. This scope of services assumes that the proposed project will not require any Massachusetts Endangered Species Act (MESA) filings and will have no impact to listed species or their habitat. If this is not the case and an additional level of effort is required (e.g., MESA applications, surveys, mitigation), an amendment will be provided for these services.



- 3.5 Sensitive Historical/Archaeological Resources (Section 106) – The Town will perform these services.
- 3.6 Delineation of Wetland Resources, Wetland Delineation Technical Memorandum, and Ecological Characterization will be conducted by the Town staff.
- 3.7 Bridge Scour Analysis – Scour analysis is not anticipated as the abutments will be outside the floodway. If required, SLR will provide scope and fee at the appropriate time.

Task 4.0 – Conceptual Design

Under this task, existing and new data will be summarized, and conceptual alternatives will be developed for the bridge replacement.

- 4.1 Prepare a Bridge Type Study memorandum that will evaluate two cost-effective bridge structure alternatives for the bridge, with options for covered bridge and roofing.
 - 4.1.1 Prepare a brief memorandum summarizing the project alternatives, impacts, and costs. Embedded within the report will be a structure type study evaluating the design alternatives. The memorandum shall include the following:
 - 4.1.1.1 Schematic plan, elevation, and typical section for each alternative
 - 4.1.1.2 Construction cost opinions for each alternative studied
 - 4.1.1.3 Summary of project requirements and impacts for each alternative to address construction cost, constructability, impacts to utilities/necessary relocations, ROW needs, maintenance requirements, regulatory permit requirements, and public concerns
 - 4.1.1.4 Recommendation for a preferred alternative
- 4.2 Recommendations – Recommend a preferred alternative based on considerations of existing conditions, construction feasibility, benefits and impacts, and input from project stakeholders.
- 4.3 Submit a memorandum to the Town for review and comment. Meet with Town staff to discuss the report and recommendations and solicit design direction.

Task 5.0 – Preliminary Design

- 5.1 Prepare preliminary design plans of the preferred alternative to approximate 60% completion, including bridge replacement and walkway, channel work, area regrading, and landscaping. The plans will depict the site location; plan view of existing conditions showing elevations, physical features, and the extents of regulated areas (i.e., onsite wetlands, ordinary high water, etc.); plan view of proposed conditions in areas to be altered; preliminary planting plan; profile of proposed conditions in the channel; section views of the channel; and typical details. The bridge design will include preliminary horizontal and vertical walkway geometry and utility relocations. A typical walkway cross section and sections at critical locations will be provided. SLR will evaluate project interface with existing site facilities and operations and conformance to Town, MassDOT, and American Association of State Highway and Transportation Officials guidelines. Develop preliminary design plans to include the following:
 - 5.1.1 Title sheet
 - 5.1.2 Beginning and end of project and project limit lines



- 5.1.3 Existing conditions, including titles of adjacent roadways, walkways and watercourses; location of utilities, drainage facilities, and associated appurtenances; designated wetlands; and property lines and related information compiled from existing maps and records
- 5.1.4 Plan view and longitudinal profile of existing channel and crossings in the project area
- 5.1.5 Proposed improvements, including plan view and longitudinal profile of proposed channel in the project area as well as construction control points
- 5.1.6 Proposed grading
- 5.1.7 Proposed plan, cross section, and elevation of the bridge
- 5.1.8 Proposed staging and maintenance and protection of pedestrian traffic plan
- 5.1.9 Utility relocations
- 5.1.10 Typical cross sections
- 5.1.11 Proposed planting/restoration plans
- 5.1.12 Proposed water control during construction
- 5.1.13 Standard design details
- 5.1.14 Special design details
- 5.1.15 Proposed soil erosion and sedimentation controls
- 5.1.16 Sequence of construction

5.2 Preliminary Estimated Quantities and Cost Opinion – Prepare a preliminary opinion of probable construction cost.

5.3 Submittal – Submit copies of the preliminary design plans, preliminary cost opinion, and engineering report to the Town and project partners for their review and comment.

5.4 Submit the above information to the Town for review and comment.

5.5 Prepare written responses to design review comments prior to proceeding with final design.

Task 6.0 – Regulatory Permitting Assistance

6.1 Permit Application Preparation – Assist the Town in preparing application forms and supporting documentation. The following permits are anticipated:

- Wetlands Protection Act (WPA) Notice of Intent (NOI) – Massachusetts Department of Environmental Protection and Plymouth Conservation Commission – Prepare and submit a WPA NOI (including necessary accompanying materials) to the Plymouth Conservation Commission and Massachusetts Department of Environmental Protection (MA DEP). This task includes abutter notification, production and distribution of the required number of copies of the NOI to the Plymouth Conservation Commission and MA DEP, attendance at the Conservation Commission site visit, and attendance at the public hearing (including up to two public meetings).
- Chapter 91 Waterways License – MA DEP – Excluded from scope and fee, if required at a later stage of the project, SLR will provide a scope and fee.



- **Section 404 Permit – USACE** – Prepare and submit a Self-Verification Notification Form General Permit No. 10 Linear Transportation Projects and Stream Crossings. For this permit application, the design plan format will be modified as required to meet USACE plan submittal guidelines.

Filing fees and local advertising fee will be required for multiple permit applications, and these fees will be billed directly to the Town. If during design development it is determined by the regulatory agencies that additional permitting other than listed above is required these permit applications will be prepared under a separate contract amendment.

This scope of services assumes that the contractor will prepare and submit a National Pollutant Discharge Elimination System Stormwater Pollution Prevention Plan, Construction Dewatering Permit, and any other construction-related permits that may be required.

6.2 **Application Review** – Provide application review assistance as necessary based on comments and questions from the regulatory review agencies.

Task 7.0 – Final Design

- 7.1 Based upon the approved Preliminary Design and agreed revisions, incorporate the review comments and prepare final design (90% Completion) plans and specifications.
- 7.2 Perform structural calculations.
- 7.3 Prepare technical specifications suitable for public bidding purposes. The Town will provide front end.
- 7.4 Prepare final quantity estimate, cost opinion, and calendar day chart.
- 7.5 Submit 90% Completion plans, special provisions, estimate, and calculations for review by the Town.
- 7.6 Meet with the Town to discuss the final design. Respond to review comments in writing.
- 7.7 Incorporate final review comments and prepare final plans and specifications for bidding.
- 7.8 Submit final plans and specifications for review by the Town.
- 7.9 Respond to review comments on the 100% submissions and incorporate changes to the final plans and specifications.
- 7.10 Provide ongoing utility coordination throughout final design. This shall include forwarding design submissions, conducting a utility field meeting, and requesting design reviews. Should utility design for relocations or attachments be necessary, the work will be designed by the utility companies or may be negotiated as extra work.
- 7.11 Provide hard copies and an electronic copy (PDF) of Final Bid documents to the Town for bidding. Prepare a CD for the Town containing applicable CAD files.

Task 8.0 – ADA-Compliant Walkway

- 8.1 SLR will review the existing walkway leading to the pedestrian bridge and 50 feet on the west side for a turnaround spot. SLR will provide two layout plans for the Town's review.
- 8.2 Incorporate preferred alternative into 60% and 90% plans and construction documents.



Task 9.0 – Direct Expenses

A direct cost allowance will be set up for out-of-pocket expenses associated with borings, traffic control, soil testing, printing, reproductions, mileage, legal advertisement, fixed-line mylars, and mailings. Invoices will be based on actual costs incurred plus 10 percent.

Time For Completion

SLR will proceed with the services under this agreement promptly and diligently in accordance with the above scope following acceptance of this proposal. It is understood that this work may be subject to delays due to weather, stakeholder scheduling, strikes, or any other cause beyond the reasonable control of SLR. The estimated time required to complete the above-noted services is as follows:

1.0	Kickoff and Coordination Meetings	Ongoing
2.0	Survey and Base Mapping.....	4 weeks
3.0	Data Collection and Subsurface Exploration	4 weeks
4.0	Conceptual Design.....	4 weeks
5.0	Preliminary Design.....	4 weeks
6.0	Regulatory Permitting Assistance	12 weeks
7.0	Final Design	6 weeks
8.0	ADA-Compliant Walkway	2 weeks

Professional Fees

The services described above will be performed on a lump sum basis broken down by task as follows:

Phase I Contract		
1.0	Kickoff and Coordination Meetings	(Hourly) \$16,900
2.0	Survey and Base Mapping.....	(Lump Sum) \$11,000
3.0	Data Collection and Subsurface Exploration	(Lump Sum) \$6,000
4.0	Conceptual Design.....	(Lump Sum) \$22,500
5.0	Preliminary Design.....	(Lump Sum) \$19,000
6.0	Regulatory Permitting Assistance	(Lump Sum) \$14,500
7.0	Final Design	(Lump Sum) \$24,500
8.0	ADA-Compliant Walkway	(Lump Sum) \$13,000

Direct expenses will be invoiced at cost with no markup or based on the attached rate schedule. Any such reimbursable or out-of-pocket costs shall be substantiated by receipt, vendor invoice, or other form of supporting detail. We recommend the Town budget the following amount for direct expenses:

9.0	Direct Expenses.....	\$2,500
Estimated Project Total	\$129,900

Phase II = \$82,400

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

Exclusions and Limitations

In submitting this proposal, we make no representation that the project will receive all necessary regulatory approvals.



The following work items are not included in this scope of work at this time:

1. Payment of permit application fees
2. Historic and/or archaeological surveys
3. Hazardous waste testing, studies, or abatement plans
4. Boundary or ROW survey and easement maps
5. Utility design, other than sewer main crossing the Town River at Boy Scout bridge
6. Traffic studies or preparation of traffic control plans
7. Natural Diversity Data Base studies

Should any of the above items or any additional services be required, they can be provided under supplemental agreement.

Note that on the basis of site observations performed, SLR will keep the Town informed as to the progress and quality of the work and shall endeavor to guard the Town against defects and deficiencies in the work and confirm that the work is proceeding in accordance with the contract documents. It is understood that SLR shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or have safety precautions and programs in connection with the work since these are the contractor's responsibility.

Acceptance

If the above proposal 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.

We appreciate the opportunity to be considered for this project and look forward to your acceptance of our proposal and a continued pleasant and rewarding association.

If we can provide you with any additional information, please do not hesitate to contact either of the undersigned.

Regards,

SLR International Corporation



Kishor Patel, PE

Principal Structural Engineer, Structural Design Lead Engineering

kpatel@slrconsulting.com



Stephen R. Dietzko, PE

US Operations Manager

sdietzko@slrconsulting.com

Enclosures

141.11982.p0029.j2125.prop

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

By _____ Date _____

(Print name and title)



2025 US Discounted Rate Schedule

<u>SLR PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Senior Advisor	\$340
Senior Principal	\$290
Principal 2	\$275
Principal 1	\$250
Senior 2	\$235
Senior 1	\$225
Associate 2	\$205
Associate 1	\$195
Project 2	\$180
Project 1	\$170
Staff 2	\$155
Staff 1	\$145
Chief Inspector	\$205
Senior Inspector	\$180
Inspector	\$165
Party Chief	\$170
Crew Member	\$130
Senior Draftsperson	\$145
Draftsperson/Technician	\$140
Administrative	\$110

Note: Time will be billed to the nearest ¼ hour

<u>REIMBURSABLE EXPENSES</u>	<u>RATE</u>
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

<u>OTHER DIRECT CHARGES</u>	<u>RATE</u>
Subcontractors, vendors, and other expenses	Actual cost +15%
Administrative charge	3% of Labor Charges
Expert witness testimony services (court and mediation)	50% Labor Surcharge

SLR INTERNATIONAL CORPORATION STANDARD TERMS AND CONDITIONS

This Agreement, which shall include any attachments hereto, is by and between SLR International Corporation ("SLR" or "We") and the party that is the signatory to the Proposal or Engagement Letter that these terms and conditions are attached to ("Client" or "You") (each a "Party" and together the "Parties") and is entered into effective the date of the last signature hereto ("Effective Date"). The signing of this Agreement by the Client and SLR authorizes SLR to carry out and complete the Services as described in the Proposal or Engagement Letter that these terms and conditions are attached to) in consideration of the mutual covenants set forth in this Agreement.

1. SCOPE OF SERVICES: SLR will provide as-requested services ("Services"). Services will be performed pursuant to the Proposal Engagement Letter that these terms and conditions are attached to or the Engagement Letter that terms and conditions are attached to, which shall be incorporated herein and made part of the Agreement. You authorize us to act on instructions, consistent with the agreed scope of Services, which are given in any manner, if we reasonably believe that You or a person with authority to act on your behalf has given those instructions. Any conflicting terms and conditions of purchasing associated with a Purchase Order will be disregarded and the terms and conditions of this Agreement shall prevail.

2. FEE FOR SERVICES: SLR's fee for the Services shall be provided either on a time and materials or fixed fee basis, as established in the Proposal or Engagement Letter that these terms and conditions are attached to. SLR's applicable rates will be listed in the attached Rate Schedule or the Engagement Letter that these terms and conditions are attached to. SLR may adjust its rates from time to time, provided however, that Client shall be provided at least thirty days advance written notice of such adjustment. 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 the Project.

3. EXTRA SERVICES: SLR may also perform consulting tasks in addition to the Services ("Extra Services" or "Changes"), subject to the Parties' mutual written agreement and the terms of this Agreement.

4. PAYMENT TERMS: SLR will, on a monthly basis, or upon the completion of the Services, or as otherwise described in the Proposal or Engagement Letter that these terms and conditions are attached to, submit invoice(s) for the un-billed portion of Services actually completed. Client agrees to pay the invoiced amounts within thirty (30) days from the date of the invoice. Any payment that is not received by SLR within said 30 days shall be considered delinquent. SLR reserves the right to include a late payment charge, at a rate of 1 percent per month, for each month an invoice is delinquent. Failure to charge late payment charges will not affect SLR's right and ability to do so going forward. 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.

5. TERM: The Term of this Agreement shall commence on the Effective Date and shall continue until terminated by one of the Parties in accordance with these terms, or until work under the Proposal or Engagement Letter that these terms and conditions are attached to.

6. SLR RESPONSIBILITIES

(a) **Standard of Performance:** SLR will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality at the time of performance. SLR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing the Services.

(b) Except where the Proposal or Engagement Letter that these terms and conditions are attached to specifically includes provision of such advice or consideration, the obligations of SLR under this Agreement do not include a duty to advise or undertake any investigation to determine regulatory compliance, the actual or possible presence of pollution, asbestos containing materials, infestation, actual or possible presence of protected or invasive species, or contamination at the Client's site(s) or as to the risks of such matters having occurred, being present or occurring in the future nor shall SLR have any duty to consider such matters as influencing any aspect of the Services to be performed by SLR under this Agreement.

(c) Where the Proposal includes a site or environmental assessment, audit, review or investigation which includes the interpretation, interpolation or extrapolation of data from discrete sampling and/or observation locations and/or discrete times, the Client accepts and agrees that these data may not represent actual conditions at other such locations or at other times and that SLR's conclusions and recommendations based on such data are statements of professional opinion and not statements of fact. Although SLR will carry out such Services and provide its conclusions and recommendations with reasonable skill, care and diligence, it accepts no liability if the actual conditions at other locations or at other times are different from those described in SLR's conclusions or recommendations.

(d) If the Proposal or Engagement Letter that these terms and conditions are attached to includes construction observation or observation of explorations, then, on the basis of site observations performed, SLR will keep the Client informed as to the progress and quality of the work and shall endeavor to guard the Client against defects and deficiencies in the work and confirm that the work is proceeding in accordance with the contract documents. SLR shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or have safety precautions and programs in connection with the work since these are the contractor's responsibility. Observations provided by SLR are solely for the benefit of the Client.

7. CLIENT RESPONSIBILITIES

(a) The Client shall ensure that its employees, agents, other consultants, and contractors act reasonably and give such assistance and co-operation as shall reasonably be required by SLR in the performance of the Services.

(b) The Client shall ensure that its decisions, instructions, consents, or approvals on or to all matters properly requiring such shall be given in such reasonable time so as not to delay or disrupt the performance of the Services by SLR.

(c) Client shall arrange for access to and make all provisions for SLR to enter upon public and private property as required for SLR to perform the Services. SLR will assist Client in obtaining access, if requested by Client and is part of the Proposal or Engagement Letter that these terms and conditions are attached to. Client, at its expense, shall furnish approvals and permits from all governmental authorities having jurisdiction over the Client's project and such approval and consents from others as may be necessary for completion of the Services, unless otherwise arranged for in writing with SLR.

(d) Client is responsible for informing SLR of the locations of any underground structures or utilities. Client will provide all necessary and relevant data and information, including underground services, structures or artificial obstructions and details of the services to be performed by any contractors or consultants, and shall ensure such data is accurate and complete. SLR shall be entitled to rely on such information and will not be responsible for any damage to underground services, structures or obstructions or for any damage, claims, expenses or loss arising as a result of such excavating, boring, probing or the like below existing ground level, unless the locations of the underground services, structures or artificial obstructions on Site are accurately shown on the Client furnished drawings or plans. SLR will not be responsible for inadvertent damage to underground structures or utilities that were not made known to SLR prior to the start of obtrusive activities such as digging or drilling.

(e) The Client acknowledges that it has a duty of care with respect to the health and safety of SLR's employees while they are on the Client's premises or on sites controlled by the Client and confirms it will comply with all applicable health and safety legislation. The Client acknowledges SLR's right to stop work under any circumstances where SLR or its employees consider commencing or continuing their activities would either be unsafe or pose an unacceptable risk to themselves or others. In such circumstances the Parties will engage as soon as is practicable to agree a resolution to allow work to resume.

(f) Client agrees to advise SLR upon execution of this Agreement of any hazardous substance or material or any other condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents or may present a potential danger to human health, the environment, or SLR's equipment. Client agrees to notify SLR immediately of new, different, or additional information, as it becomes available to the Client. Client shall also, upon execution of this Agreement, provide SLR with copies of any written emergency response procedures for the site as well as information about any safety or other hazards at the site, and a copy of any written health and safety program that may exist for the site.

8. FORCE MAJEURE: Neither Party to this Agreement shall be liable to the other Party for delays in performing the Services that may result from strikes, riots, war, acts of terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either Party ("Force Majeure"). Occurrence of a Force Majeure event does not relieve Client of its payment obligations for Services previously rendered hereunder.

9. HAZARDOUS SUBSTANCES: If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "Wastes") are encountered at the site, and if these Wastes require handling, transportation or disposal at an off-site facility, SLR may assist in advising the Client of the Client's options. However, SLR will not "arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, take control of, or be deemed a "generator" of any Wastes. Client shall defend, indemnify and hold SLR harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to the presence of Wastes on or beneath the site where the Services are to be performed, or the handling, transportation and disposal of any Wastes" in the course of SLR's performance of this Agreement, including any repair, cleanup or detoxification thereof, or preparation and implementation of any removal, remedial, response, closure or other plan with respect thereto (regardless of whether undertaken due to governmental action). This indemnity of SLR is intended to operate as an agreement pursuant to, but not limited to, Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9607(e), to hold harmless, defend and indemnify SLR from liability in accordance with this section.

10. NO WARRANTY, NO THIRD-PARTY BENEFICIARIES: NO WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THIS AGREEMENT OR BY OUR ORAL OR WRITTEN REPORTS PROVIDED PURSUANT TO THIS AGREEMENT. It is recognized that the Services performed by SLR are for the benefit of the Client and no other entity. There are no collateral warranties made hereunder and there are no third-party beneficiaries to this Agreement. Client's sole remedy for SLR's failure to meet the Standard of care shall be SLR's re-performance of the deficient Services at no additional cost to You.

11. INTELLECTUAL PROPERTY RIGHTS AND 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 Services or on any other project or any other use without the prior written consent of SLR, and any such use shall be at Client's own risk. All originals of such deliverables shall remain in possession of and the property of SLR. Copies of any electronic media 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 in the Proposal. 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 copyright, to them.

12. TAXES: Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the SLR to the Client under this Agreement and such shall be payable by the Client to the SLR in addition to all other charges payable hereunder. Notwithstanding the foregoing, each Party is responsible for the payment of all taxes assessed on its own business operations, such as income or franchise taxes.

13. ASSIGNMENT: Neither SLR nor Client shall assign this Agreement (except Accounts Receivable) without the prior consent of the other Party, which shall not be unreasonably withheld. SLR may, however, employ any other Party or entity it deems necessary or proper for any part of the work required to be performed by SLR under the terms of this Agreement. Notwithstanding the foregoing, either Party may assign this Agreement to a successor in interest or affiliate upon notice to the other party.

14. INDEMNITY: Each Party shall indemnify the other Party, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying Party in the performance of services under this Agreement. Each Party has an affirmative obligation to notify the other Party of any claims of injury or damage subject to this indemnity. Such indemnity shall exclude damages to the extent they arise as a result of any grossly negligent actions or omissions, willful or reckless misconduct, or fraud by the indemnified Party or its employees, officers, owners, directors or agents. Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto which arises during the course of performance hereunder, for any and all loss or damage, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under such policies.

15. DISPUTES: (a) If any dispute, difference or claim arises out of or in connection with this Agreement (including any question regarding its existence, validity or termination) a representative from SLR and a representative of the Client with authority to settle the dispute will, within seven days of a written request from one Party to the other, meet in good faith to resolve the dispute or difference. (b) If agreement in respect of the dispute or disagreement cannot be reached at such meeting or within such time period after the meeting agreed by the Parties, then such dispute or difference shall be addressed through mediation. Within a reasonable time, the Parties shall seek the assistance of a Mediator agreed by the Parties and shall share the costs thereof. (c) If no settlement has been reached within three months of the first appointment of a Mediator or such other date as agreed between the Parties, the mediation shall be deemed to have been unsuccessful and the dispute may be resolved by appropriate litigation, subject to the choice of law, jurisdiction, and venue provisions contained herein. (d) Any claim of whatever nature brought by Client against SLR shall be brought not later than two years after the date of substantial completion of SLR's services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier. (e) In the event of litigation under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' and experts' fees and other costs and expenses incurred directly or indirectly at trial, or appeal. Neither Party shall be entitled to the recovery of expert or attorneys' fees, or their respective costs or expenses, as a result of mediation of a dispute

16. LIMIT of LIABILITY: The entire liability of SLR and SLR's agents, representatives and employees shall be limited to the total amount actually paid to SLR by the Client for Services performed under the Proposal or Engagement Letter that these terms and conditions are attached to and pursuant to which the claim arose.

17. CONSEQUENTIAL DAMAGES: In no event shall either Party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.

18. CONFIDENTIALITY AND PROTECTION OF DATA: Any proprietary data provided by either Party to the other will be kept strictly confidential, will only be accessible to selected staff, and will only be used for the performance of each Party's obligations hereunder. In addition, each Party will comply with its obligations under applicable data protection legislation in the jurisdiction in which it operates. If no such legislation exists, SLR confirms it will comply with the requirements of the UK Data Protection Act 2018 in respect of any personal data provided to it by the Client and reserves the right to seek confirmation of the data protection procedures the Client will apply to personal data provided by SLR. A previously signed nondisclosure agreement between the parties may be made a part hereof by written amendment.

19. INDEPENDENT CONTRACTOR: SLR is an independent contractor. Neither SLR nor its employees, agents or subcontractors are to be construed as the agents, servants, partners, joint venturers, or employees of Client or to have authority to act for or on behalf of the Client. Without limiting the generality of the foregoing, nothing in this Agreement shall authorize SLR to make any contract, agreement, warranty, or representation on behalf of Client or to incur any debt or other obligation in Client's name.

20. NON-WAIVER: The failure of any Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

21. ENTIRE AGREEMENT, ORDER OF PRECEDENCE, SURVIVAL: This Agreement constitutes the entire agreement between Client and SLR regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both Parties and in writing. In the event of any inconsistency between any of the documentation which makes up this Agreement, the Agreement shall be interpreted in the following order of priority: (1) the Proposal or Engagement Letter that these terms and conditions are attached to, together with agreed amendments or modifications thereto; (2) this Agreement, as amended by the Parties. All

obligations arising prior to the termination of this Agreement (including without limitation the provisions of Section 11) and all provisions of this Agreement allocating responsibility or liability between Client and SLR shall survive the completion of Services hereunder and the termination of this Agreement.

22. COMPLIANCE WITH BRIBERY ACT: Client must hereby agree that it: shall comply with the U.S. Foreign Corrupt Practices Act (the "FCPA"), and (because the parent company of SLR is headquartered in the United Kingdom) the UK Bribery Act 2010 (the "Bribery Act") and shall procure that no persons associated with the Client (including an employee, sub-contractor or agent or other third Party working on behalf of the Client or any Group Company) ("Associated Person") shall commit any offense that would violate either the FCPA or the Bribery Act or any act which would constitute a Bribery Offence (as defined in the Bribery Act); (b) has in place, and shall maintain until termination of this Agreement, adequate procedures designed to prevent any Associated Person from committing a violation of the FCPA or a Bribery Offence; (c) shall not do or permit anything to be done which would cause SLR or any of SLR's employees, sub-contractors or agents to commit a violation of the FCPA or a Bribery Offence or incur any liability in relation to the FCPA or the Bribery Act; and (d) shall notify SLR immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Client's obligations under this clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

23. NON-EXCLUSIVITY: Client understands and acknowledges that SLR has other business interests in addition to the Services to be performed under this Agreement, and, subject to any applicable restrictions on the use of Client provided information, SLR shall not be prevented or barred from rendering services of any nature for or on behalf of any other person, firm, corporation or entity.

24. SUCCESSOR INTERESTS: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties hereto.

25. TERMINATION OR SUSPENSION: Either Party may terminate this Agreement upon ten (10) days written notice to the other. Either Party may terminate this Agreement in the event of a material breach by the other Party but only if said breach is through no fault of the terminating Party and said breach is not corrected before expiration of a reasonable cure period. The Client may at any time by not less than two (2) weeks' notice require SLR to suspend the performance of all or any part of the Services for a specified or unspecified period. On notice of suspension of all or any part of the Services SLR shall cease such suspended Services in an orderly and economical manner compatible with a possible order to restart. If this Agreement is suspended or terminated for any reason, Client shall pay SLR for all Services and Extra Services previously authorized and performed up through the termination date. If Client requests a restart of the Services following a suspension of greater than ninety days, SLR may charge the Client a reasonable restart fee. Lump sum fees, if applicable, quoted in this Agreement shall remain valid for a period of twelve (12) months from the Effective Date, unless otherwise agreed in writing. Thereafter, they may be adjusted in accordance with SLR's current rate structure. Hourly personnel rates may be adjusted on an annual basis.

26. CHOICE OF LAW: The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Washington, without giving effect to its conflict of laws principles, and any litigation hereunder shall be brought in the state or federal courts located within the State of Washington.

27. COUNTERPARTS: This Agreement may be executed in counterparts (and by electronic means, e.g., DocuSign), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

January 27, 2025

Mr. David Gould
Director of Marine and Environmental Affairs
Town of Plymouth
26 Court Street
Plymouth, MA 02360

SLR Project No.: 141.P50741.00001

SLR Client No.: 11982

**RE: Boy Scout Bridge over Town Brook Inspection
Plymouth, Massachusetts**

Dear David,

On December 14, 2024, I, as a representative of SLR International Corporation (SLR), performed a visual inspection of the "Boy Scout Bridge." The goal of the recent investigation was to visually assess the condition of the structure.

The bridge is located approximately 60 feet east off Billing Street as shown on the location map. The bridge was constructed in 1973 per Town of Plymouth records.

Per my visual inspection and measurements, the three-span bridge is approximately 60 feet in length, with each span being approximately 20 feet in length. The covered bridge has a clear walking height of 7 feet from deck to the cross brace and a 42-inch clear walking surface. The bridge deck consists of 2 by 6 timber boards that are supported on a steel girder superstructure. The superstructure is supported on stone abutments and piers. See Figure 1 for elevation view and attached photos.

Generally, the covered bridge is in critical condition. It appears the flow from Town Brook has caused mortar loss and dislodging/missing stone in the lower 3 to 4 feet of the piers. The piers also show sign of scour around them. The abutments have missing mortar and dislodged stones as well with horizontal cracks.

The two main steel girders have significant section loss and delamination. There is a third girder on the south side to carry the sewer main. The roof has significant moss and vegetation growth on it, and the members are in critical condition.

It is our recommendation that the covered bridge be replaced. The piers have significant loss of stones and scour around them; the main steel girders have major section loss with delamination. The bridge is in critical condition and should be replaced. The bridge shall be evaluated after each large storm until the bridge has been replaced.

Please do not hesitate to call me at 203-271-1773 if you have any further questions.

Regards,

SLR International Corporation



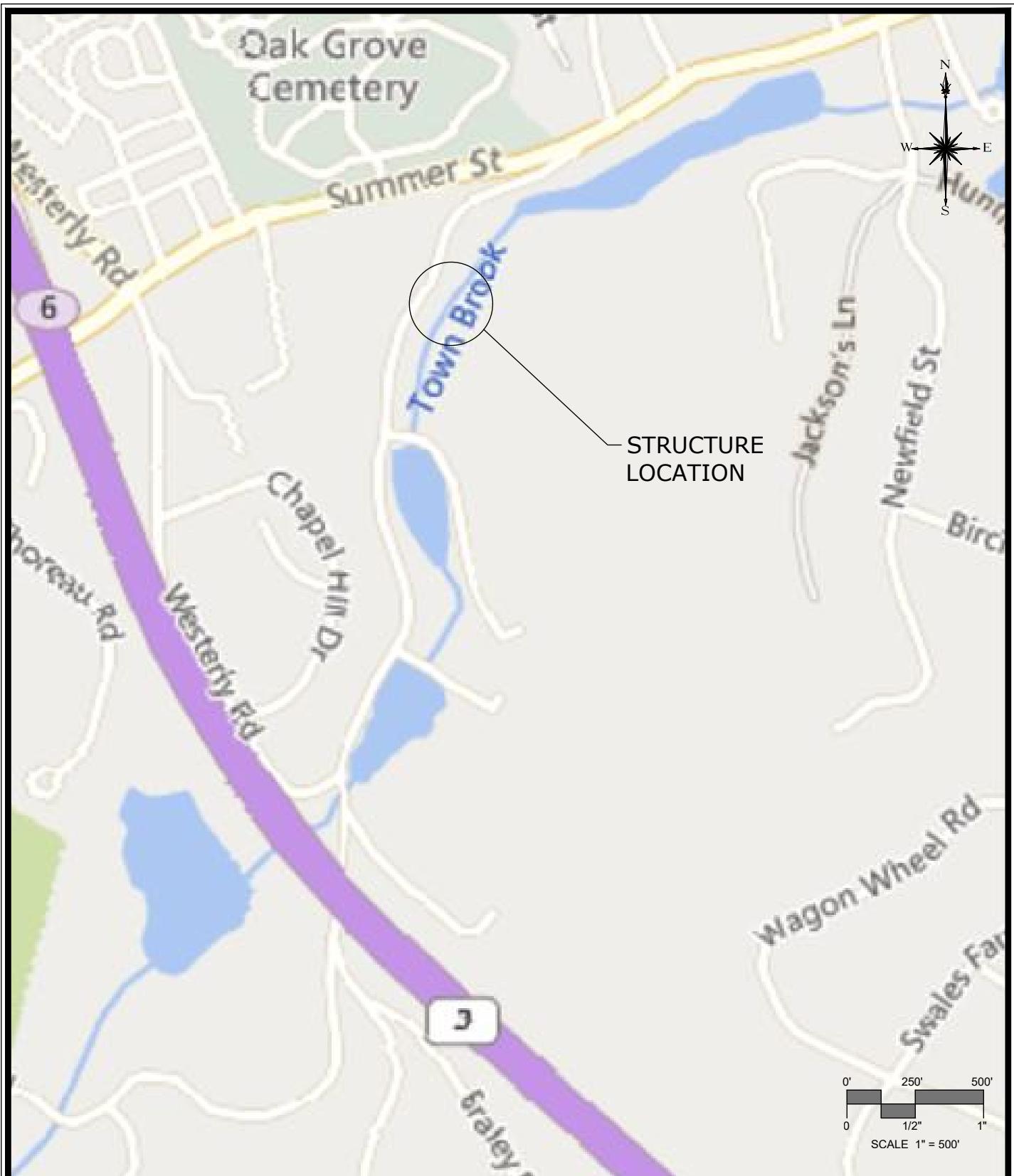
Kishor Patel, PE

Principal Structural Engineer, Structural Lead
kpatel@slrconsulting.com

Attachments

141.11982.00029.j2725.ltr





99 REALTY DRIVE
CHESHIRE, CT 06410
203.271.1773
SLRCONSULTING.COM

LOCATION MAP

BOY SCOUT BRIDGE INSPECTION

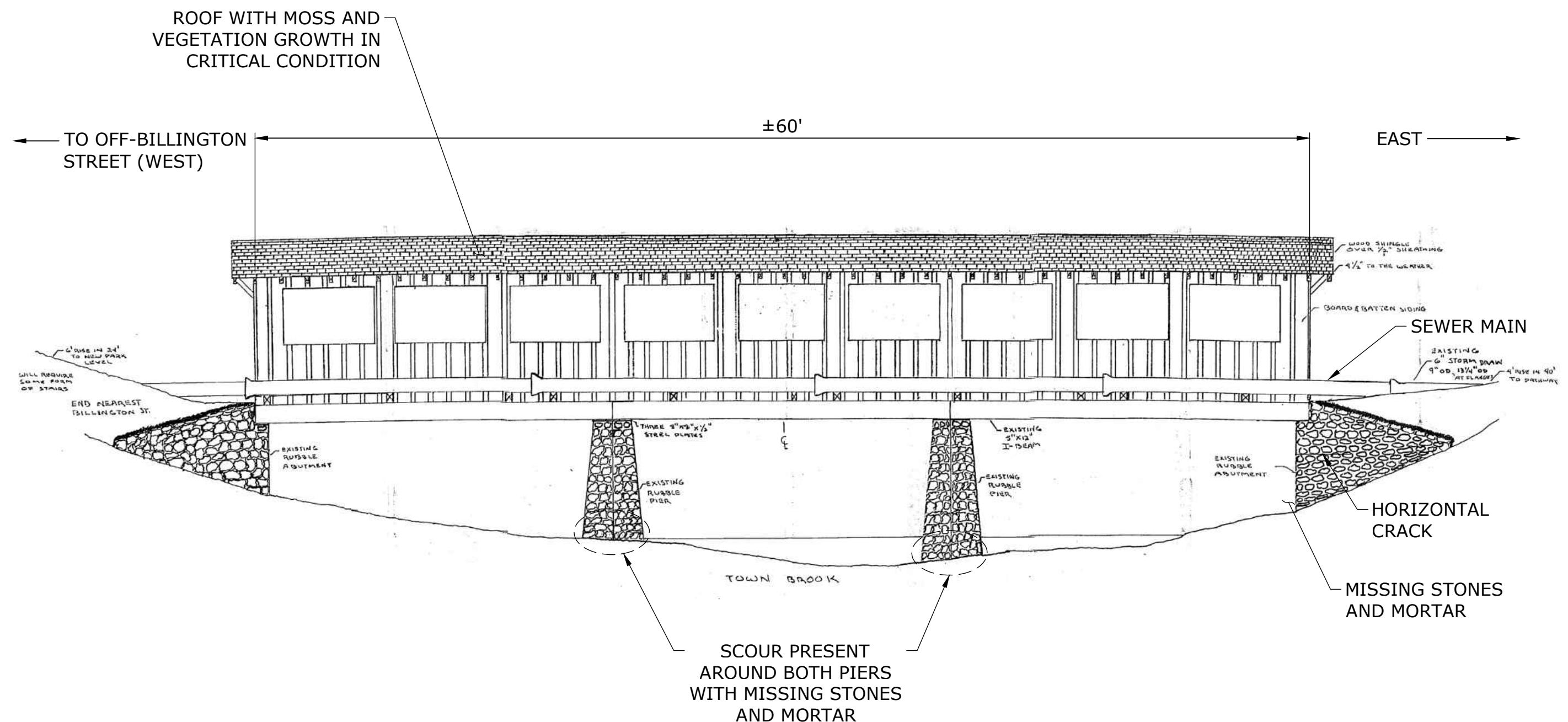
OFF-BILLINGTON STREET
PLYMOUTH, MASSACHUSETTS

PROJECT PHASE: FOR CONSTRUCTION

REV: ---

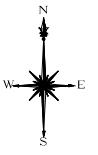
DATE	DEC. 14, 2024
SCALE	1"=500'
PROJ. NO.	11982.00025
DESIGNED	---
DRAWN	---
CHECKED	---
DRAWING NAME:	

FIG. 1



NOTE:

- DEBRIS AT BOTH ABUTMENT SEATS.
- BRIDGE DECK IN POOR CONDITION.
- STEEL GIRDERS IN CRITICAL CONDITION WITH SECTION LOSS AND DELAMINATION.
- BRIDGE IS 3'-6" WIDE (WALKING SURFACE)



SLR

95 REALTY DRIVE
CANTON, MA 06410
207.774.2111
SLRCONSULTING.COM

REVISIONS

ELEVATION - BOY SCOUT BRIDGE

BOY SCOUT BRIDGE

OFF-BILLINGTON STREET
PLYMOUTH, MASSACHUSETTS

DESIGNED

DRAWN

CHECKED

N.T.S.

SCALE

DATE

PROJECT NO.

FIG. 2

SHEET NO.



231 MAIN STREET, SUITE 102
NEW PALTZ, NY 12561
845.633.8153
SLRCONSULTING.COM

JOB NO. 11982.00025

CREW: KP

FIELD NOTES

SHEET 1 OF 9

DATE: 12/14/2024

LOCATION:

BOY SCOUT BRIDGE OVER TOWN BROOK
PLYMOUTH, MASSACHUSETTS

DESCRIPTION: PHOTO SHEET

PHOTO NUMBER:

01

PHOTO: IMG_1231.jpg



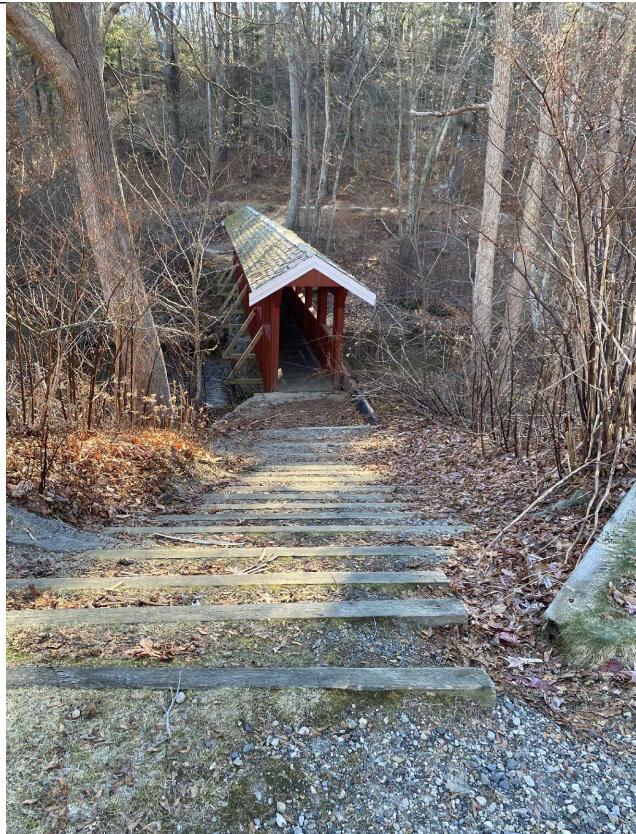
PHOTO NUMBER:

02

PHOTO: IMG_1181.jpg

DESCRIPTION:

- STAIRS LEADING DOWN TO COVERED BRIDGE
- LOOKING EAST





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CREW: KP

FIELD NOTES

SHEET 2 OF 9

DATE: 12/14/2024

LOCATION:

BOY SCOUT BRIDGE OVER TOWN BROOK
PLYMOUTH, MASSACHUSETTS

DESCRIPTION: PHOTO SHEET

PHOTO NUMBER:

03

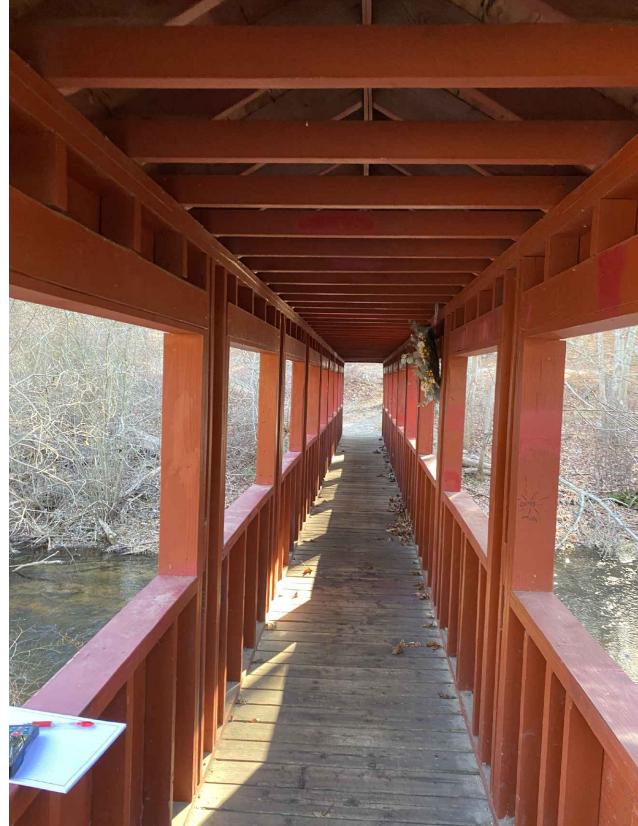
PHOTO: IMG_1191.jpg



PHOTO NUMBER:

04

PHOTO: IMG_1185.jpg



DESCRIPTION:

- LOOKING EAST AT TYPICAL BRIDGE DECK.
- TYPICAL SECTION OF COVERED BRIDGE.



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FIELD NOTES

SHEET 3 OF 9

DATE: 12/14/2024

LOCATION:

BOY SCOUT BRIDGE OVER TOWN BROOK
PLYMOUTH, MASSACHUSETTS

DESCRIPTION: PHOTO SHEET

PHOTO NUMBER:

05

PHOTO: IMG_1184.jpg

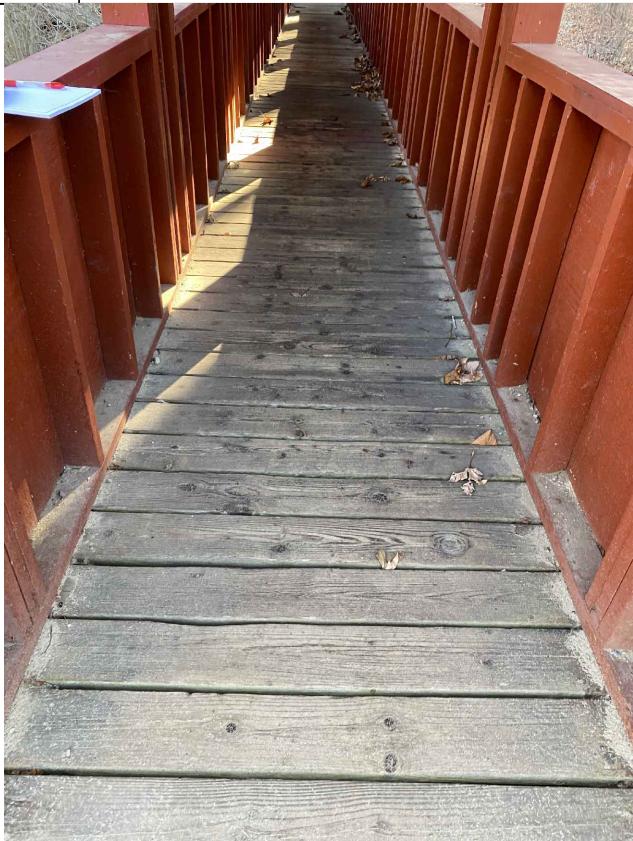


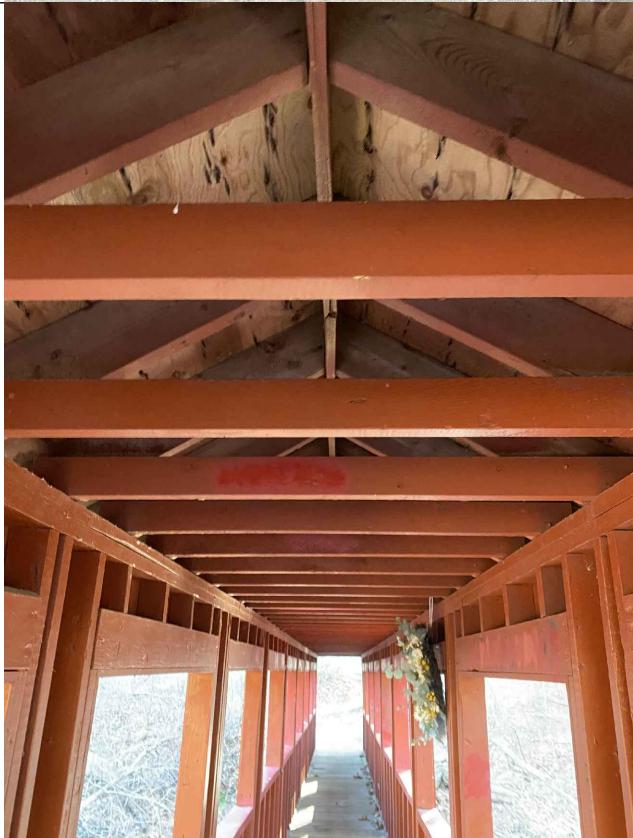
PHOTO NUMBER:

06

PHOTO: IMG_1186.jpg

DESCRIPTION:

- ROOF TRUSSES ON COVERED BRIDGE
- UNDERSIDE OF ROOF IN POOR CONDITION





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CREW: KP

FIELD NOTES

SHEET 4 OF 9

DATE: 12/14/2024

LOCATION:

BOY SCOUT BRIDGE OVER TOWN BROOK
PLYMOUTH, MASSACHUSETTS

DESCRIPTION: PHOTO SHEET

PHOTO NUMBER:

07

PHOTO: IMG_1194.jpg



PHOTO NUMBER:

08

PHOTO: IMG_1225.jpg



DESCRIPTION:

- LOOKING EAST OF COVERED BRIDGE SIDE WITH SEWER MAIN.



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CREW: KP

FIELD NOTES

SHEET 5 OF 9

DATE: 12/14/2024

LOCATION:

BOY SCOUT BRIDGE OVER TOWN BROOK
PLYMOUTH, MASSACHUSETTS

DESCRIPTION: PHOTO SHEET

PHOTO NUMBER:

09

PHOTO: IMG_1202.jpg

DESCRIPTION:

- DOWNSTREAM ELEVATION VIEW OF BRIDGE SUPPORTED ON STONE ABUTMENTS AND PIERS.
- NOTE BOTH PIERS HAVE SIGNIFICANT MORTAR LOSS AND MISSING STONES DUE TO SCOUR.



PHOTO NUMBER:

10

PHOTO: IMG_1210.jpg

DESCRIPTION:

- UPSTREAM SIDE ELEVATION VIEW OF BRIDGE SUPPORTED ON STONE ABUTMENTS AND PIERS.
- NOTE BOTH PIERS HAVE SIGNIFICANT MORTAR LOSS AND MISSING STONES DUE TO SCOUR





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JOB NO. 11982.00025

CREW: KP

FIELD NOTES

SHEET 6 OF 9

DATE: 12/14/2024

LOCATION:

BOY SCOUT BRIDGE OVER TOWN BROOK
PLYMOUTH, MASSACHUSETTS

DESCRIPTION: PHOTO SHEET

PHOTO NUMBER:

11

PHOTO: IMG_1204.jpg



PHOTO NUMBER:

12

PHOTO: IMG_1206.jpg

DESCRIPTION:

- EAST ABUTMENT ELEVATION
- MISSING STONES AND MORTAR
- UNDERSIDE OF BRIDGE





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CREW: KP

FIELD NOTES

SHEET 7 OF 9

DATE: 12/14/2024

LOCATION:

BOY SCOUT BRIDGE OVER TOWN BROOK
PLYMOUTH, MASSACHUSETTS

DESCRIPTION: PHOTO SHEET

PHOTO NUMBER:

13

PHOTO: IMG_1217.jpg



PHOTO NUMBER:

14

PHOTO: IMG_1207.jpg

DESCRIPTION:

- STONE PIER WITH MISSING STONES AND MORTAR DUE TO SCOUR.





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JOB NO. 11982.00025

CREW: KP

FIELD NOTES

SHEET 8 OF 9

DATE: 12/14/2024

LOCATION:

BOY SCOUT BRIDGE OVER TOWN BROOK
PLYMOUTH, MASSACHUSETTS

DESCRIPTION: PHOTO SHEET

PHOTO NUMBER:

15

PHOTO: IMG_1199.jpg



PHOTO NUMBER:

16

PHOTO: IMG_1222.jpg

DESCRIPTION:

- STEEL GIRDER SUPPORTING SEWER MAIN





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JOB NO. 11982.00025

CREW: KP

FIELD NOTES

SHEET 9 OF 9

DATE: 12/14/2024

LOCATION:

BOY SCOUT BRIDGE OVER TOWN BROOK
PLYMOUTH, MASSACHUSETTS

DESCRIPTION: PHOTO SHEET

PHOTO NUMBER:

17

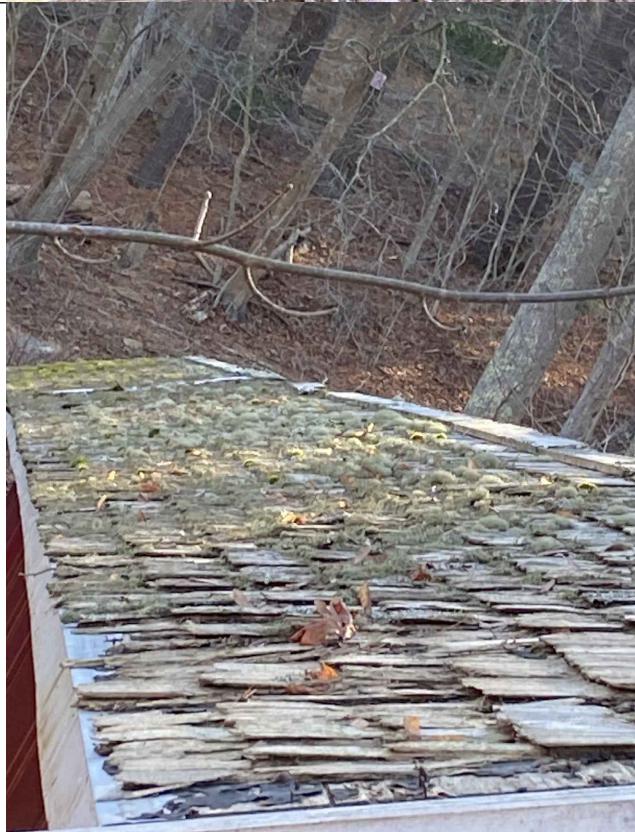
PHOTO: IMG_1219.jpg



PHOTO NUMBER:

18

PHOTO: IMG_1228.jpg



DESCRIPTION:

- MOSS AND DEBRIS ON COVERED BRIDGE ROOF - IN CRITICAL CONDITION